

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 19, 2018 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market (2nd Saturday Monthly) May - October 8:00 AM until 12:00 PM at George Martin City Park

2. In observance of Independence day, offices will be closed Wednesday, July 4th

3. Gautier Senior Center Membership Drive July 18th 10:00 AM until 1:00 PM

4. Gautier's 2nd Annual Music on the Lawn, July 21st 5:00 PM until 8:00 PM at Gautier City Hall

5. Gautier Youth Football Camp, July 25th 8:30 AM until 11:00 AM at GHS Football Field

6. Gautier Youth Basketball Camp July 26th & 27th 9:00 AM until 12:00 PM at Gautier Middle School Gym

IV. Presentation Agenda

V. Business Agenda

1. Resolution accepting assistance from the Jackson County Board of Supervisors.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Resolution approving agreement between Jackson County Board of Supervisors and the City of Gautier regarding reimbursement of costs associated with Pine Cone Drive spillway road repair and Robert Hiram Bridge repair.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of a Professional Services Agreement with Seymour Engineering for engineering services relating to the Robert Hiram Bridge repair

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of the professional services agreement with Seymour Engineering for engineering services relating to the structural repairs to the existing Pine Cone Drive Spillway

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Approval of minutes from Regular Meeting held June 5, 2018.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Receive April 2018 Finance Report

- 2. Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier**
- 3. Approval is requested for Indian Point RV Resort to hold a Fireworks show on July 4, 2018 at its own expense for the benefit of the public within the Gautier City Limits**
- 4. Authorization to submit FY 2020 Mississippi Tidelands Trust Fund Applications**
- 5. Appointment of Gautier Planning Commission Member**

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 July 3, 2018 at 6:30 PM
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 19, 2018**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Farmers Market (2nd Saturday Monthly) May – October 8:00 AM until 12:00 PM at George Martin City Park.**
2. **In observance of Independence Day, offices will be closed Wednesday, July 4th.**
3. **Gautier Senior Center Membership Drive July 18th 10:00 AM until 1:00 PM**
4. **Gautier's 2nd Annual Music on the Lawn, July 21st 5:00 PM until 8:00 PM Gautier City Hall**
5. **Gautier Youth Football Camp, July 25th 8:30 AM until 11:00 AM at GHS Football Field.**
6. **Gautier Youth Basketball Camp, July 26th & 27th 9:00 AM until 12:00 PM at Gautier Middle School Gym.**

NOTES:



Nature's Playground

2nd Saturday



Farmers MARKET



MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK
902 DE LA POINTE DR.

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259



STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7, Independence Day, the fourth day of July, is declared a legal holiday in the State of Mississippi; and

WHEREAS, during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Wednesday, July 4, 2018, in observance of Independence Day.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 5th day of June in the year of our Lord, two thousand and eighteen, and of the Independence of the United States of America, the two hundred and forty-second.



PHIL BRYANT
GOVERNOR

BY THE GOVERNOR



C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

Gautier Senior Center



Live in Gautier and interested in becoming a member of the Gautier Senior Center? Come join the City of Gautier's Senior Center for our Annual Fish Fry, Music, Games!

Senior Center Membership is free.



JULY 18TH

10:00 A.M. - 1:00 P.M.

914 DE LA POINTE DR.



FEATURING FLATT CAPPS BAND

GAUTIER
MISSISSIPPI



Nature's Playground

CITY OF GAUTIER'S

*Hot.
Summer.
Nights.*

MUSIC
ON THE LAWN!

Featuring Mississippi Songwriters!

Amanda Jones

Flatt Capps

Sean Gasaway

Derek Norsworthy

Double Dee

Gautier City Hall

July 21, 2018

5:00 p.m. - 8:00 p.m.

Music. Food. Fun.



*Bring
your own
lawn chair*



Nature's Playground

GAUTIER YOUTH FOOTBALL CAMP



WHEN:
July 25, 2018
8:30 am - 11:00 am

WHERE:
GHS Football field
“ THE SWAMP “
4307 Gautier-Vanceleave Rd.
Gautier, MS 39553

Mail completed form to: City of Gautier
P.O. Box 670, Gautier, MS 39553, drop off at Gautier City Hall
3330 Hwy 90

Participant’s Name: _____
Participant’s DOB/Grade/Age: _____
Address/City/State/ZIP: _____

Parent/Guardian Phone: _____
Parent/Guardian Email: _____
Parental/Guardian Consent/Insurance Waiver
Parent/Guardian’s Name: _____
Relationship to child: _____

Allergic reactions/medical conditions (medicine, food, asthma, etc.) ☐ Yes ☐ No
If Yes, please list: _____



AGES
5-12 YRS

REGISTRATION
FREE TO ALL
PARTICIPANTS
And Free Football
Camp T-Shirts
(MAXIMUM 200)

SPONSORS
City of Gautier
GHS Football
Coaching Staff

INFORMATION
City of Gautier
3330 Hwy 90
Gautier, MS 39553
C: 228-219-3259
C: 228-219-7644
E: rhonea@gautier-ms.gov



All participants are responsible for their own medical/accident coverage. The city is not responsible for participants’ injuries. Participants will not be allowed to play unless the following information is submitted and the form signed by the parent or guardian of the participant.

Participant’s Insurance Company: _____
Insurance Co. Address: _____
Policy Holder: _____
Policy #: _____

I/We the undersigned hereby certify that I/We am (are) the parent(s) or legal guardian(s) of the camp participant. I/We hereby give permission for the camp staff to seek appropriate medical attention for the camp participant and for the camp participant to receive medical attention in the event of accident, injury or illness. I/We will be responsible for any and all costs of medical attention and treatment. I/We, the undersigned for ourselves, our heirs, executors and administrators waive, release and forever discharge the City of Gautier and Gautier High School and its staff, officers, agents, employees, representatives, successors, and assigns of and from all rights and claims for damages, injury or loss to person or property which may be sustained or occur during participating in camp activities or while at camp; whether or not damages, injury or loss is due to negligence. I/We hereby acknowledge that our child is physically fit and mentally capable of participating in camp activities.

Parent/Guardian Signature: _____
Date: _____

CITY OF GAUTIER BASKETBALL CAMP



DATE: JULY 26th & 27th

TIME: 9 a.m.- 12:00 p.m.

WHERE: Gautier Middle School Gymnasium

AGE: Boys and Girls ages 7-14

COST: 5 non-perishable canned goods to donate to local food pantry.

Dribbling. Passing. Shooting. Rebounding

Whether you have played before or not come out and have a good time. All skill levels are welcomed!

Registration Deadline July 19th

To register, please visit:

Gautier City Hall

3330 Hwy 90

or contact Chassity or Rachel at 228-497-8000 ext. 317

cbilbo@gautier-ms.gov or rhonea@gautier-ms.gov



CITY OF GAUTIER BASKETBALL CAMP

DATE: JULY 26th & 27th **TIME:** 9 a.m.— 12:00 p.m.

WHERE: Gautier Middle School Gymnasium

Name: _____

Address: _____

City: _____ **State** _____ **Zip:** _____

Email: _____ **Phone:** _____

Emergency Contact Name: _____ **Phone:** _____

Health Insurance Provider: _____ **Policy #:** _____

Medical Waiver

I hereby state my child _____ is in good health and has my
(CHILD'S NAME)

permission to participate in the City of Gautier's Basketball Camp activities. I authorize the staff at the camp to provide emergency first aid in the event of sickness or injury. I also give my permission for the City of Gautier to sign for me in the event that emergency treatment, hospitalization, and/or surgery is required. I understand I am financially responsible for any medical bills incurred by my child while at the City of Gautier Basketball Camp.

My signature below hereby releases the camp, camp sponsor, camp workers, camp volunteers, City of Gautier, and Pascagoula—Gautier School District from any and all liability and any manner of actions, suits, damages, claims, and demands on account of personal injury arising from my child's participation in the camp.

Parent Signature: _____ **Date:** _____

Please list any medical conditions the camp volunteers should be aware of during camp.

To register, please visit:

Gautier City Hall

3330 Hwy 90

Contact Chassity or Rachel at 228-497-8000 ext. 317 cbilbo@gautier-ms.gov or rhonea@gautier-ms.gov



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 19, 2018**

ITEM DESCRIPTION:

PRESENTATION AGENDA - None

NOTES:

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
**Resolution accepting assistance from the
Jackson County Board**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Resolution accepting assistance from the Jackson County Board of Supervisors for engineering costs, right of way costs, and surveying costs of \$336,868.40 and 20% matching grant funds of \$144,696.00 for use on improvements to Martin Bluff Road.

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	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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, ACCEPTING ASSISTANCE FROM THE JACKSON COUNTY BOARD OF SUPERVISORS FOR ENGINEERING COSTS, RIGHTS OF WAY COSTS, AND SURVEYING COSTS OF \$336,868.40, and 20% MATCHING GRANT FUNDS OF \$144,696.00 FOR USE ON IMPROVEMENTS TO MARTIN BLUFF ROAD

WHEREAS, the City of Gautier has or will submit an application to the Mississippi Department of Transportation requesting grant monies for improvements to Martin Bluff Road; and

WHEREAS, the grant, if awarded, will cover Martin Bluff Rd., beginning at Martin Bluff Elementary (just north of Roy's Rd.), and extend north along Martin Bluff Rd. to Little Bend Rd., which falls completely within city limits, and includes roadway improvements to multimodal access and safety including but not limited to the creation of new sidewalks and crosswalks at key intersections; and

WHEREAS, the total estimated cost for this project is \$1,060,448.40.

WHEREAS, under the terms of the grant, the City will be responsible for \$336,868.40 for engineering costs, rights of way costs, and surveying costs, and 20% of the remaining \$723,480.00 construction costs, or \$144,696.00; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the Jackson County Board of Supervisors has approved such assistance for the City of Gautier as provided in the attached resolution;

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby accepts assistance from the Jackson County Board of Supervisors for engineering costs, rights of way costs, and surveying costs of \$336,868.40, and 20% matching grant funds of \$144,696.00 for use on improvements to Martin Bluff Road.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of
Gautier, Mississippi, at the meeting of June 19, 2018.**

RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI, SUPPORTING
THE CITY OF GAUTIER'S TRANSPORTATION
ALTERNATIVES PROGRAM APPLICATION AND PLEDGING
ENGINEERING COSTS, RIGHT OF WAY COSTS, SURVEYING COSTS,
AND MATCHING FUNDS OF 20% OF THE GRANT AWARD

WHEREAS, the City of Gautier is submitting an application to the Mississippi Department of Transportation (MDOT) requesting grant monies for improvements to Martin Bluff Road, as shown in the attachments; and

WHEREAS, the Board of Supervisors is desirous of supporting the City of Gautier and assisting with engineering costs, right of way costs, surveying costs, and matching funds of 20% of the grant award, as permitted under Section 65-7-85 of the Mississippi Code Annotated and House Bill 35 (Local & Private 2002 Reg. Session); and

WHEREAS, the grant, if awarded will cover Martin Bluff Rd., beginning at Martin Bluff Elementary School (just north of Roy's Rd.), and extend north along Martin Bluff Rd. to Little Bend Rd., which falls completely within city limits, and includes roadway improvements to improve multi-modal access and safety including but not limited to the creation of new sidewalks and crosswalks at key intersections. The total estimated cost for this project is \$1,060,448.40. Under the grant award, the City is responsible for \$336,868.40 in engineering costs, right of way costs, and surveying costs. Additionally, the City is responsible for 20% of the remaining \$723,480.00 construction costs, or \$144,696.00.

WHEREAS, the Board of Supervisors has determined that it is in the best interests of the taxpayers of Jackson County to assist the City of Gautier with the engineering costs, right of way costs, and surveying costs (\$336,868.40), and the 20% matching funds (\$144,696.00), with the costs of these road improvements for use by all the citizens of Jackson County; and

BE IT THEREFORE RESOLVED that the Board of Supervisors of Jackson County hereby supports the City of Gautier and pledges to assist with the required engineering costs, right of way costs, and surveying costs (\$336,868.40) immediately, and the 20% matching funds (\$144,696.00), contingent upon the application being approved.

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

Supervisor Cumbest

yes

Supervisor Harris

yes

Supervisor Taylor

yes

Supervisor Ross

absent

Supervisor Bosarge

yes

RESOLVED, this the 4th day of June, 2018.

ATTEST:

BOARD OF SUPERVISORS:

Josh Elmhurst
Clerk of the Board

Bosarge
President



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

ORDER NUMBER 018-2018

WHEREAS the Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program; and

WHEREAS the FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects.

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 Mississippi Department of Transportation for a Transportation Alternatives Grant is hereby authorized.

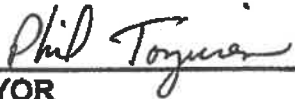
IT IS FURTHER ORDERED that the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs. This project will constrict sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This will tie into the Martin Bluff Road widening project.

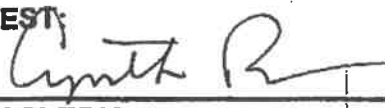
IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Jackson 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 January 16, 2018.

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:

June 19, 2018

Title:

Resolution approving agreement between Jackson County Board of Supervisors and the City of Gautier regarding reimbursement of costs associated with Pine Cone Drive spillway road repair and Robert Hiram Bridge repair.

Introduced by:

Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Resolution approving agreement between Jackson County Board of Supervisors and the City of Gautier regarding reimbursement of costs associated with Pine Cone Drive Spillway Road repair and Robert Hiram Bridge repair.

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	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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, APPROVING
AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI AND CITY OF GAUTIER
REGARDING REIMBURSEMENT OF COSTS ASSOCIATED WITH PINE CONE DRIVE
SPILLWAY ROAD REPAIR AND ROBERT HIRAM BRIDGE REPAIR**

WHEREAS, the City of Gautier desires to enter into an agreement with Jackson County, Mississippi, for reimbursement of costs associated with certain repairs to the Pine Cone Drive Spillway Road and the Robert Hiram Bridge; and

WHEREAS, the Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the mutual aid references in the agreement will be in the best interest of the citizens of Gautier; and

WHEREAS, the Board of Supervisors of Jackson County has approved the attached agreement for such reimbursement;

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby approves the attached agreement with Jackson County, Mississippi, for reimbursement of costs associated with certain repairs to the Pine Cone Drive Spillway Road and the Robert Hiram Bridge.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2018.

RESOLUTION OF THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI
APPROVING AGREEMENT BETWEEN GAUTIER, MISSISSIPPI AND THE JACKSON
COUNTY BOARD OF SUPERVISORS REGARDING REIMBURSEMENT FOR PINE CONE
DRIVE SPILLWAY ROAD REPAIR AND ROBERT HIRAM BRIDGE REPAIR

WHEREAS, the Jackson County Board of Supervisors desires to enter into an agreement with the City of Gautier, Mississippi, for certain repairs to the Pine Cone Drive Spillway Road and the Robert Hiram Bridge; and

WHEREAS, the Board of Supervisors has authority pursuant to § 65-7-85 Mississippi Code Annotated, H.B. 35, Reg Sess. 2002, as well as additional authority to provided the assistance requested from the City of Gautier; and

WHEREAS, the mutual aid would be in the best interest of the citizens and taxpayers of Jackson County, MS;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby approves the attached agreement with the City of Gautier regarding reimbursement for Pine Cone Drive Spillway Road repair and Robert Hiram Bridge repair, and hereby authorizes the President of the Board of Supervisors to sign same.

BE IT, THEREFORE, FOUND, that the mutual aid is in the best interest of the citizens and taxpayers of Jackson County.

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

Supervisor Cumbest

Yes

Supervisor Harris

Yes

Supervisor Taylor

Yes

Supervisor Ross

absent

Supervisor Bosarge

Yes

SO, RESOLVED AND FOUND, this the 4th day of June, 2018.

ATTEST:

BOARD OF SUPERVISORS

Josh White
Clerk of the Board

By: Randy Bosarge
President



**AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI
AND CITY OF GAUTIER, MISSISSIPPI
REGARDING REIMBURSEMENT FOR
PINE CONE DRIVE SPILLWAY ROAD REPAIR AND
ROBERT HIRAM BRIDGE REPAIR**

WHEREAS, the City of Gautier has requested funds from Jackson County for a certain repairs to the Pine Cone Drive Spillway and the Robert Hiram Bridge which affect the public roads and streets; and

WHEREAS, pursuant to MISS. CODE ANN. § 65-7-85, counties are vested, "within their discretion, with full authority to expend monies and to do, within any municipalities of the county all acts regarding construction and maintenance of roads and streets that they may do within the county outside the limits of said municipalities[;]" and

WHEREAS, the authority granted under Section 65-7-85 is "additional and cumulative to all existing authority for the expenditure of county funds within municipalities"; and

WHEREAS, Jackson County desires to provide the assistance requested and the City of Gautier desires and agrees to said assistance.

THEREFORE, Jackson County, Mississippi, through its Board of Supervisors, and the City of Gautier, through its Council, hereby agree that Jackson County will provide funds, by way of reimbursement, in the amount of \$175,725.60 for the repair of the Pine Cone Drive Spillway, and \$81,781.71 for the repair of the Robert Hiram Bridge. The City of Gautier hereby agrees to spend all said funds from Jackson County on these respective projects.

The signatories hereto represent that they have been granted the authority, through their respective governing boards, to execute this Agreement on behalf of the governing authorities for which they sign.

Agreed this the 4th day of June, 2018.

ATTEST:


JOSH ELDRIDGE
Clerk of the Board



JACKSON COUNTY, MISSISSIPPI


RANDY BOSARGE
President, Jackson County Board of Supervisors

ATTEST:

CYNTHIA RUSSELL
City Clerk

CITY OF GAUTIER

PHIL TORJUSEN
Mayor, City of Gautier

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
Approval of a Professional Services Agreement with Seymour Engineering for engineering services relating to the Robert Hiram Bridge repair

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 305

Summary Explanation: Approval of a Professional Services Agreement with Seymour Engineering for engineering services relating to the Robert Hiram Bridge repair.

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	☐
☐		☐		☐		☐		☐	

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

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 requires engineering services relating to the Robert Hiram Bridge repair; and

WHEREAS, Seymour Engineering has proposed to serve as the City's professional engineering representative for the project, providing engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by the City of Gautier in connection with obtaining any permits required by a governmental agency or authority in connection with the project, and has proposed to do so under the attached professional services agreement; and

WHEREAS, the City Council finds this work is necessary, and that entering this professional services agreement is in the best interests of the City;

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 is hereby approved.

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

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 June 19, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: June 12, 2018

Subject: Approval of the Agreement for Engineering Services for the Robert Hiram Bridge Repair between the City of Gautier and Seymour Engineering.

REQUEST:

The City Manager requests that the City Council approve the agreement with Seymour Engineering for engineering services for the Robert Hiram Bridge Repair. The total cost is estimated at \$81,781.71, which includes engineering fees.

BACKGROUND:

Seymour Engineering will provide for City of Gautier's professional engineering services in all phases of the Project to which this Agreement applies to.

DISCUSSION:

These services will include serving as City of Gautier's professional engineering representative for the Project, providing engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by the City of Gautier in connection with obtaining any permits required by a governmental agency or authority in connection with the project.

RECOMMENDATION:

The City Manager recommends the City Council approve the Agreement for engineering services with Seymour Engineering for the Robert Hiram Bridge Repair.

The City Council may:

- 1) Approve the Agreement with Seymour Engineering for the Robert Hiram Bridge Repair or;
- 2) Not approve the Agreement with Seymour Engineering for the Robert Hiram Bridge Repair

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 repair sheet pile wall adjacent to the Robert Hiram Bridge 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 OWNER'S 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 a 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 3 pages.
- 5.3 This Agreement (consisting of pages 1 to 15, 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:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 US-90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

DATE:

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 **May __, 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.).....	\$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$160.00/HOUR
ENGINEER (P.E.).....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$130.00/HOUR
PROJECT MANAGER.....	\$130.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$110.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$ 95.00/HOUR
ENGINEERING TECHNICIAN.....	\$ 95.00/HOUR
TECHNICIAN/INSPECTOR.....	\$ 75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$ 95.00/HOUR
DRAFTSMAN (CADD).....	\$ 75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$ 60.00/HOUR
CLERICAL.....	\$ 40.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$105.00/HOUR
SURVEY ASSISTANT.....	\$ 70.00/HOUR
SURVEY CREW (TWO-MAN).....	\$130.00/HOUR
SURVEY CREW (THREE-MAN).....	\$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$145.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$160.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE

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

**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
Approval of the professional services agreement with Seymour Engineering for engineering services relating to the structural repairs to the existing Pine Cone Drive Spillway

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 305

Summary Explanation: Approval of the professional services agreement with Seymour Engineering for engineering services relating to the structural repairs to the existing Pine Cone Drive Spillway.

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 requires engineering services for the structural repairs relating to the existing Pine Cone Drive Spillway; and

WHEREAS, Seymour Engineering has proposed to serve as the City's professional engineering representative for the project, providing engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by the City of Gautier in connection with obtaining any permits required by a governmental agency or authority in connection with the project, and has proposed to do so under the attached professional services agreement; and

WHEREAS, the City Council finds this work is necessary, and that entering this professional services agreement is in the best interests of the City;

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 is hereby approved.

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

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 June 19, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: June 12, 2018

Subject: Approval of the Agreement for Engineering Services between the City of Gautier and Seymour Engineering for the structural repairs to the existing Pine Cone Drive Spillway

REQUEST:

The City Manager requests that the City Council approve the agreement with Seymour Engineering for structural repairs to the existing Pine Cone Drive Spillway. The total cost is estimated at \$175,725.60, which includes engineering fees.

BACKGROUND:

Seymour Engineering will provide for City of Gautier's professional engineering services in all phases of the Project to which this Agreement applies to.

DISCUSSION:

These services will include serving as City of Gautier's professional engineering representative for the Project, providing engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by the City of Gautier in connection with obtaining any permits required by a governmental agency or authority in connection with the project.

RECOMMENDATION:

The City Manager recommends the City Council approve the Agreement for engineering services by Seymour Engineering for the structural repairs to the existing Pine Cone Drive Spillway.

The City Council may:

- 1) Approve the Agreement with Seymour Engineering for the structural repairs to the Pine Cone Drive Spillway or;
- 2) Not approve the Agreement with Seymour Engineering for the structural repairs to the Pine Cone Drive Spillway

**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 perform structural repairs to the existing Pine Cone Drive Spillway 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 a 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 3 pages.
- 5.3 This Agreement (consisting of pages 1 to 15, 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:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 US-90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

DATE:

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 **May___, 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.

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
Consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU).

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU).

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

**CITY OF GAUTIER
OPERATING PERMIT FOR LANDFILL EXPANSION
AT 4205 BEASLEY ROAD
FOR PARCEL ID NOS: 82427005.050 & 82427005.000**

WHEREAS, the City requires an Operating Permit for new facilities, modifications and expansions of waste handling and disposal facilities; and

WHEREAS, an application for such an Operating Permit was received from Rodger Applewhite, of Applewhite Recycling Systems, LLC, requesting expansion of an existing landfill at 4205 Beasley Road; and

WHEREAS, a Conditional Use-Major Permit was approved by the City Council and issued to the subject property on March 21, 2017 which allows for such use, subject to certain conditions and stipulations; and

WHEREAS, the application fee of \$150 was paid on June 5, 2018; and

WHEREAS, the City and staff find and determine that all application requirements for an Operating Permit have been met; and

WHEREAS, the City and Staff find and determine that, based information in the application, and on the factors outlined in Article V, Section 5.1 of the Landfill Site Ordinance, the requested Operating Permit for expansion, as outlined in the application, is appropriate and in the best interests of the City;

IT IS THEREFORE ORDERED that the Operating Permit for landfill expansion is hereby approved and issued to Applewhite Recycling Systems, LLC for a period of one (1) year.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

IT IS FURTHER ORDERED that this Permit is subject to revocation based on noncompliance with the terms of the relevant conditional use permit.

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

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 June 19, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Administrative Clerk
Date: 06/13/2018
Subject: Consideration for approval of a Landfill Expansion Permit for Applewhite Recycling Systems, LLC at 4205 Beasley Road. (GPC Case No. 17-01-CU)

REQUEST:

The Planning Department has received an application from Rodger Applewhite, of Applewhite Recycling Systems, LLC, for a Permit that would allow a Landfill Expansion in an I-Industrial zoning district at 4205 Beasley Road, PIDN# 82427005.050 and PIDN# 82427005.000. The application fee of \$150 was paid on June 5, 2018.

BACKGROUND:

Applewhite Recycling Systems, LLC is an existing Landfill Facility located at the end of Beasley Road. The existing landfill site is located in an area which was annexed by the City of Gautier in 2002. The property is currently zoned I-2 Industrial. A Conditional Use-Major permit was approved by Council and issued to the subject property for this proposed Landfill Expansion on March 21, 2017.

DISCUSSION:

According to the City of Gautier's Landfill Site Ordinance Article V, Section 5.1, "Basis for Issuance", The City Council of Gautier may consider the following factors in approving or denying an operating permit:

Whether the proposed activities will be injurious to the public health, safety and welfare of the City and its residents;

Whether the proposed activities will pollute, impair, or destroy natural resources;

Whether the proposed activities will create an unreasonable hazard, annoyance, inconvenience, or nuisance to the owners or occupants of nearby property;

Whether the proposed activities will significantly change the character of the neighborhood or unreasonably reduce the value of nearby property;

Whether there has been compliance with all other requirements and standards of the codes and ordinances adopted by the City of Gautier;

Whether there has been compliance with all other requirements, statutes, and regulations of the state and federal government;

Whether the proposed activities will create any significant obstacle to the implementation of the City's Comprehensive Plan; and

Council may consider any other factor, or combination of factors that may have a negative impact on the City.

Also, according to the City of Gautier's Landfill Site Ordinance Article 4, section 4.12 "Demonstration of Security", the application for a permit shall be accompanied by a demonstration of financial security in the amount required by the City of Gautier and shall be provided in a form acceptable to the City Comptroller and the City Manager and as may be defined by rule and regulation. This may be in the form of a bond or by a documented demonstration of fiscal soundness.

RECOMMENDATION:

Staff recommends approval of the Landfill Site Application based on the Planning Department's review and confirmation of completion of the application and considering that all conditions of the approved Conditional Use-Major permit are followed. Staff also finds that the factors for approval specific to UDO Article V, section 5.1 have been considered and found to be satisfactory based on review of the application, conditions

implemented by the approved conditional use, and the approval and/or permitting from other applicable outside agencies. Finally, staff also recommends that the required "Demonstration of Financial Security", as described in the City of Gautier's Landfill Site Ordinance, shall be in the form of a bond, acceptable to the City Comptroller, in the amount of \$1,000,000.00.

ATTACHMENTS:

1. Business Agenda Item 5 - Landfill Expansion Permit for Applewhite Memo
2. Conditional Use Applewhite Landfill

Scott Ankerson, Planning Director/Building Official, presented Business Item #1 - Consideration of a Conditional Use-Major Permit for Applewhite Recycling Systems, LLC at 4205 Beasley Road. (GPC Case No. 17-01-CU).

Councilman Vaughan asked that the City and our service provide make sure that we maintain the adopted portion from Beasley Road and the western portion of Will Payne Adams Road so that it continues to look pristine like their facility.

Councilman Anderson requested that Applewhite build a barrier at the crossing of the creek bed to Mary Walker Bayou so it will keep from washing.

After a brief discussion and comments, the council considered the following order.

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

ORDER NUMBER 044-2017

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-01-CU**

**4205 BEASLEY ROAD – CLASS I RUBBISH SITE CELL EXPANSION
REGARDING PARCEL ID NO: 82427005.000 & 82427005.050**

The City of Gautier Planning Commission, at its regular meeting held on March 02, 2017, considered the application for a Conditional Use-Major Permit for a Class I Rubbish Site Cell Expansion as submitted by Rodger Applewhite of Applewhite Recycling Systems, LLC. The parcel subject to this Permit is located at 4205 Beasley Road in Gautier, Mississippi. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit with the following conditions and Planning Commission's recommendations:

1. The location of all structures, if any, must be properly located on the property and fully disclosed to City Staff, Planning Commission, and City Council prior to placement.
2. The landfill height will not exceed a maximum elevation of fifty (50) feet above natural grade or seventy (70) feet above Mean Sea Level (MSL).
3. All debris piles are located so as to be hidden from view, both vertically and horizontally, from any and all adjacent city streets, public right of ways, and surrounding properties.

4. The required Buffer Zones shall include a Northern Buffer of two hundred (200) feet in width, an Eastern and Western Buffer of one hundred-fifty (150) feet in width and a Southern Buffer of one hundred (100) feet in width.
5. Earthen berms shall be constructed, in accordance with MDEQ, to assure that sediment and debris waste do not enter the wetlands associated with Mary Walker Bayou.
6. At no time shall the vertical height of any debris piles exceed the height of the required buffer to ensure that the debris piles are continuously hidden from view.
7. The applicant shall extend the proposed eastern buffer for the expansion southward along the existing facility which currently contains debris piles or which has the potential to contain debris piles in the future. The buffer shall contain a combination of multiple species of shrubs and trees sufficient for buffering these areas from the view of city streets, public right of ways, and surrounding adjacent properties.
8. The Conditional Use is granted for a Class I Rubbish Site, as defined by MDEQ and the City, only.
9. Each load of waste shall be physically monitored by the facility operator or designated trained spotter to ensure that unauthorized wastes, if any, are separated, containerized, and shipped offsite for proper disposal at an MDEQ authorized disposal facility. If during inspection of the materials, while either in trucks or in the disposal area, incidental amounts of unauthorized wastes are observed, the waste will be containerized, and shipped offsite for disposal at an approved facility.
10. All trucks and equipment used by the Landfill will be washed to the extent that would eliminate the tracking of silt and soil on public roadways prior to leaving the facility; or, other engineering methods approved by the city.
11. Windblown and scattered litter and debris shall be collected from around the landfill facility on an as need basis at the end of each operating day and returned to the active working area for disposal.
12. The Landfill company shall adopt Beasley Road and the western portion of William Payne Adams Road, from the roundabout, west, to Beasley Road, and keep the same free of all litter and debris on a daily basis.
13. All spills will be reported to MDEQ and the City within 1 hour of occurrence; or their knowledge thereof. Additionally, such spills will be mitigated to the satisfaction of MDEQ and the City, and the City shall receive a copy of the document from MDEQ or other approved outside agency certifying that the affected area has been properly cleaned and is safe for re-use. Failure to comply shall result in the inability of the Landfill to obtain future operating permits.

14. The facility shall submit an approved Vector Control Plan to the City to ensure that birds and other vectors will not become a nuisance to the landfill site and surrounding properties and uses.
15. Any expansion, modification, or change, whether administrative or otherwise must comply with MDEQ regulations and must be reported to the City for approval prior to implementation.
16. The Landfill must obtain an Operating Permit through City Council, pursuant to the City of Gautier's Landfill Site Ordinance.
17. Applicant shall conduct a "No Adverse Impact" study, performed by an engineer licensed in Mississippi, which certifies that there will be no negative impact on Mary Walker Bayou, the designated Flood Zone area, and/or any associated Floodway.
18. Dump Fees shall be waived for all City residents and for the first 1,000 cubic yards of rubbish accepted at the site, annually, from the City of Gautier.
19. The City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.
20. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on March 2, 2017.

The City Council adopted this Conditional Use-Major Permit on a recorded vote of 6 ayes to 0 nays to approve the application of Rodger Applewhite of Applewhite Recycling Systems, LLC, located at 4205 Beasley Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82427005.000 & 82427005.050.

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

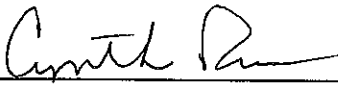
AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

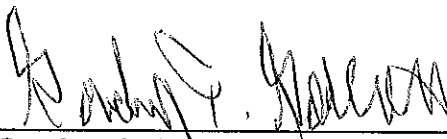
ABSENT: **Hurley Ray Guillotte**

March 21, 2017
Date of Issuance

Attest:



Cynthia Russell
City Clerk



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

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2017.

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
Approval of minutes from Regular Council Meeting
held June 5, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Regular Council Meeting held June 5, 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	☐
☐		☐		☐		☐		☐	

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

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 June 5, 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 June 19, 2018.

Tuesday
June 5, 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 June 5, 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, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; and Chuck Bordis with Bordis & Danos, PLLC, Alternate City Attorney and other concerned citizens. Absent were Councilman Vaughan and Josh Danos, City Attorney.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 5, 2018 @ 6:30 PM**

1. Prayer
2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 1. Farmers Market May-October (2nd Saturday Monthly) 8:00 AM until 12:00 PM at George Martin City Park
 2. "Gautier Through the Eyes of an Artist" Art Show & Reception June 14, 2018 6:00 P.M. — 8:00 P.M. Gautier City Hall
- IV. Presentation Agenda
 1. U S Army Day Proclamation
- V. Business Agenda
 1. Approval of the Utility Agreement with Mississippi Department of Transportation for relocation of the City's water line on Hwy 57 due to the Mississippi Department of Transportation expansion of Hwy 57

	STAFF PRESENTATION		PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)		MOTION COUNCIL DISCUSSION/QUESTIONS		VOTE
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 2. Approval of the Utility Agreement with Mississippi Department of Transportation for relocation of the City's sewer line on Hwy 57 due to the Mississippi Department of Transportation expansion of Hwy 57

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of a Professional Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to Issue Request for Proposals for Solid Waste Collection and Disposal Services, and to advertise same

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

- 1. Resolution Appointing Mississippi Municipal League 2018 Voting Delegates**
- 2. Authorization to amend the Schedule of Authorized Positions to reflect the deletion of four (4) full-time temporary grounds and maintenance operator positions**
- 3. Approval of minutes from Recessed Meeting held May 15, 2018.**
- 4. Authorization to waive the deposit (\$100) and rental fee (\$150) associated with the use of the field rentals at Bacot Park for Providence Baptist Church free Community Outreach**
- 5. Approval in support of Jackson County becoming a nationally recognized ACT Work Ready community and authorizing registration to recognize the ACT WorkKeys National Career Readiness Certificate.**
- 6. Approval of water and sewer adjustments dated May 2018 in the amount of \$10,304.38.**
- 7. Authorization for the City Manager to pay any and all cost of issuance fees related to the \$4M Mississippi Combined Utility System Revenue Bonds, Series 2018**
- 8. Approval of Proclamation of Local Emergency and Termination Thereof**
- 9. Resolution Authorizing the Filing of an Application for a Transportation**

Improvement Program Project – Martin Bluff Bike Lane

10. Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of May 2018

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 June 19, 2018 at 6:30 PM

www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda order with the following revisions:

1. Add corrected Memo to Business Agenda Item #1- Approval of the Utility Agreement with Mississippi Department of Transportation for relocation of the City's water line on Hwy 57 due to Mississippi Department of Transportation expansion of Hwy 57
2. Add Revised Professional Services Agreement to Business Agenda Item #3- Approval of a Professional Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk Project
3. Add Revised RFP to Business Agenda Item #4- Authorization to Issue Request for Proposals for Solid Waste Collection and Disposal Services, and to advertise same
4. Add Consent Agenda Item #11- Resolution requesting the Department of Marine Resources not to dredge oysters from any Jackson County oyster reefs

Councilman Martin seconded the motion and the vote carried unanimously. Absent was Councilman Vaughan.

ANNOUNCEMENTS

1. Farmers Market May-October (2nd Saturday Monthly) 8:00 AM until 12:00 PM at George Martin City Park

2. "Gautier Through the Eyes of an Artist" Art Show & Reception June 14, 2018 6:00 P.M.-8:00 P.M. Gautier City Hall
-

PRESENTATION

1. U S Army Day Proclamation
-



Nature's Playground

2nd Saturday

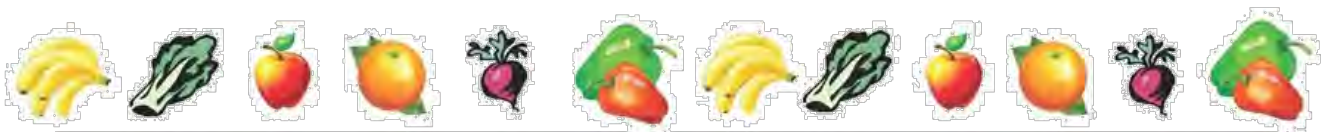


Farmers MARKET



MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK
902 DE LA POINTE DR.

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259



Join us in Celebrating
"Gautier Through the Eyes of an Artist"
Art Show & Reception

JUNE 14, 2018
6:00 P.M. — 8:00 P.M.

GAUTIER CITY HALL
3330 HWY 90
GAUTIER, MS 39553

RSVP TO CBILBO@GAUTIER-MS.GOV

Proclamation

A Proclamation of the Mayor and City Council of The City of Gautier, Mississippi

WHEREAS, the U.S. Army has proudly defended this nation's interests for 243 years; and

WHEREAS, citizens of Gautier, Mississippi have fought bravely in and supported all of the nation's wars from the Revolutionary War to current worldwide deployments, and continue to make this state proud by also serving in peacekeeping missions around the world; and

WHEREAS, the Regular Army, U.S. Army Reserve and National Guard have all provided many Gautier citizens with vocational and educational opportunities, as well as valuable life lessons in courage, discipline and teamwork; and

WHEREAS, today's Army still offers Gautier citizens, from all walks of life, an opportunity to serve their state and nation proudly while bettering themselves and their families,

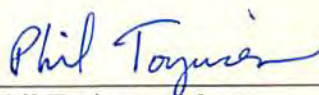
NOW, THEREFORE, I, Phil Torjusen, Mayor, City of Gautier, do hereby proclaim June 14, 2018, as

U.S. ARMY DAY IN COMMEMERATION OF THE ARMY'S 243th BIRTHDAY

in Gautier, Mississippi, and urge all citizens to join me in this worthy observance.



IN WITNESS WHEREOF, I have here unto set my hand and caused the official seal of the City of Gautier to be affixed on this 5th day of June, 2018.


Phil Torjusen, Mayor

Councilwoman Martin made the motion to approve the Utility Agreement with MDOT for relocation of the City's water Line on Hwy 57 due to MDOT expansion of Hwy 57 as presented. Councilman Jackson seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 101-2018

WHEREAS, Mississippi Department of Transportation will submit a project for highway construction, being a section of the SR 57 from I-10 to Humphrey Road known as SR No. 57 in Jackson County, and to be designed as STP-0066-01(007); 103060-201500: and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment; and

WHEREAS, this project will require relocation of City water lines currently located in the MDOT right of way; and

WHEREAS, due to the assistance of Seymour Engineering, MDOT has agreed to jointly bear the total cost of relocation as follows: Mississippi Department of Transportation (approximately 54.8%) and the City of Gautier (approximately 45.2%); and

WHEREAS, the attached utility agreement between the City and MDOT reflects this apportionment;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the utility agreement with the Mississippi Department of Transportation for the relocation of the City's water line on Hwy 57 due to the Mississippi Department of Transportation expansion on Hwy 57, designated as Project STP-0066-01(007); 103060-201500 is hereby approved and authorized.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: None

ABSENT: Casey Vaughan

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

Instructions for ROW-800 Utility Agreement Form

Please fill in the below text boxes with the required information (if not previously filled in). The document below will automatically insert the information in the correct place when the document is printed (If you click File Tab>Print for a print preview and then go back to the Home Tab the information will update). You will only be able to change the information in these boxes on this page.

Project Number: STP-0066-01(007); 103060-201500

Project County: Jackson

Utility Company/ Owner: City of Gautier

Termini: SR 57 from I-10 to Humphrey Road

Route Designation: SR

Route Number: 57

Facilities Description: Waterworks

Credit for accrued depreciation (will or will not): wii not (most cases will not)

Eligible for 100% reimbursement under SB 2183 or 2250 (is or is not): is not (based on population)

(Cost text boxes are formatted so all that you need to do is get the decimal point in the correct position. The text box will add the dollar sign and comma.)

Total Relocation Project Cost: \$874,348.78

MDOT Rate of Participation: 54.8 %

MDOT Cost: \$479,143.13

Company Rate of Participation: 45.2 %

Owner Cost: \$395,205.65

Will begin relocation work on or before: Day: 01 Month: Feb Year: 2019

Will complete relocation work on or before: Day: 01 Month: Nov Year: 2019

Choose the following options in the pages below. You will need to check the box associated with the method(s) you wish to use in sections 8 & 9 in the below document:

Will perform relocation work by which method checked below (if more than one method is selected you will need to separate your estimate between each method):

- By Company Regular Forces: companies' own personnel will be used to accomplish relocation work.
- By Contract: company will issue a contract for the relocation work (awarded to lowest bidder). Company must wait on approval of Utility Agreement (ROW-800) to advertise. And once bids have been received and opened, Company must send bid tabulation with a letter recommending award to apparent lowest bidder. Relocation work contract can be awarded once the Commission has issued a letter of concurrence in the award.
- By Existing Continuing Contract: company will use a contractor kept on annual master agreement/ continuing contract for this type of work to accomplish relocation work. Must provide evidence of master agreement with agreed upon rates for this specific work and pay items.

Type of Agreement:

- Lump Sum: payment will be rendered upon completion of Final paperwork. Agreement must be less than \$100,000.00 to use the Lump Sum option.
- Actual Cost: progress payments may be made with final payment rendered upon completion of Final paperwork.

Please make sure to initial each page in the space provided, have an authorized Company Representative sign both page 3 & 4, and affix the company seal on both of those pages in the specified location.

If there are any questions about this form, please contact the MDOT Utility Coordinator for your project for assistance.

Thank you.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

STP-0066-01(007); 103060-201500

Jackson County

This agreement, entered into as of the date of the last signature, by and between City of Gautier hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the SR 57 from I-10 to Humphrey Road known as SR No. 57 in Jackson County, and to be designed as STP-0066-01(007); 103060-201500; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its Waterworks facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment wii not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$874,348.78 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$479,143.13, 54.8 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$395,205.65, 45.2 %; and,
7. That the COMPANY will commence the work on or before the 01 day of Feb, 2019 and have it completed on or before the 01 day of Nov , 2019. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.
8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

☐ BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

☒ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

☐ BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work

as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum ☐ or Actual Cost ☒; and

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

WITNESS this my signature in execution hereof, this the _____ day of _____,
20_____.

City of Gautier
Name of Company

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____,
20_____.

MISSISSIPPI TRANSPORTATION

COMMISSION

Witness as to Commission

BY _____
Executive Director

BOOK _____ PAGES _____ & _____

Attest:

Secretary

(SEAL)

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

Date

Division Administrator

Initial _____

ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the _____ day of _____, 20____.

City of Gautier
NAME OF COMPANY

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

Councilwoman Martin made the motion to approve the Utility Agreement with MDOT for the relocation of the City's sewer line on Hwy 57 due to MDOT expansion of Hwy 57, as presented. Councilman Jackson seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 102-2018

WHEREAS, Mississippi Department of Transportation will submit a project for highway construction, being a section of the SR 57 from I-10 to Humphrey Road known as SR No. 57 in Jackson County, and to be designed as STP-0066-01(007); 103060-201500: and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment; and

WHEREAS, this project will require relocation of City sewer lines currently located in the MDOT right of way; and

WHEREAS, due to the assistance of Seymour Engineering, MDOT has agreed to jointly bear the total cost of relocation as follows: Mississippi Department of Transportation (approximately 48.4%) and the City of Gautier (approximately 51.6%); and

WHEREAS, the attached utility agreement between the City and MDOT reflects this apportionment;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the utility agreement with the Mississippi Department of Transportation for the relocation of the City's sewer line on Hwy 57 due to the Mississippi Department of Transportation expansion on Hwy 57, designated as Project STP-0066-01(007); 103060-201500 is hereby approved and authorized.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: None

ABSENT: Casey Vaughan

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

Instructions for ROW-800 Utility Agreement Form

Please fill in the below text boxes with the required information (if not previously filled in). The document below will automatically insert the information in the correct place when the document is printed (If you click File Tab>Print for a print preview and then go back to the Home Tab the information will update). You will only be able to change the information in these boxes on this page.

Project Number: STP-0066-01(007); 103060-201500

Project County: Jackson

Utility Company/ Owner: City of Gautier

Termini: SR 57 from I-10 to Humphrey Road

Route Designation: SR

Route Number: 57

Facilities Description: Wastewater

Credit for accrued depreciation (will or will not): wii not (most cases will not)

Eligible for 100% reimbursement under SB 2183 or 2250 (is or is not): is not (based on population)

(Cost text boxes are formatted so all that you need to do is get the decimal point in the correct position. The text box will add the dollar sign and comma.)

Total Relocation Project Cost: \$1,916,981.82

MDOT Rate of Participation: 48.4 %

MDOT Cost: \$927,819.20

Company Rate of Participation: 51.6 %

Owner Cost: \$989,162.62

Will begin relocation work on or before: Day: 01 Month: Feb Year: 2019

Will complete relocation work on or before: Day: 01 Month: Nov Year: 2019

Choose the following options in the pages below. You will need to check the box associated with the method(s) you wish to use in sections 8 & 9 in the below document:

Will perform relocation work by which method checked below (if more than one method is selected you will need to separate your estimate between each method):

- By Company Regular Forces: companies' own personnel will be used to accomplish relocation work.
- By Contract: company will issue a contract for the relocation work (awarded to lowest bidder). Company must wait on approval of Utility Agreement (ROW-800) to advertise. And once bids have been received and opened, Company must send bid tabulation with a letter recommending award to apparent lowest bidder. Relocation work contract can be awarded once the Commission has issued a letter of concurrence in the award.
- By Existing Continuing Contract: company will use a contractor kept on annual master agreement/ continuing contract for this type of work to accomplish relocation work. Must provide evidence of master agreement with agreed upon rates for this specific work and pay items.

Type of Agreement:

- Lump Sum: payment will be rendered upon completion of Final paperwork. Agreement must be less than \$100,000.00 to use the Lump Sum option.
- Actual Cost: progress payments may be made with final payment rendered upon completion of Final paperwork.

Please make sure to initial each page in the space provided, have an authorized Company Representative sign both page 3 & 4, and affix the company seal on both of those pages in the specified location.

If there are any questions about this form, please contact the MDOT Utility Coordinator for your project for assistance.

Thank you.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

STP-0066-01(007); 103060-201500

Jackson County

This agreement, entered into as of the date of the last signature, by and between City of Gautier hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the SR 57 from I-10 to Humphrey Road known as SR No. 57 in Jackson County, and to be designed as STP-0066-01(007); 103060-201500; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its Wastewater facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment wii not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$1,916,981.82 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$927,819.20, 48.4 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$989,162.62, 51.6 %; and,
7. That the COMPANY will commence the work on or before the 01 day of Feb, 2019 and have it completed on or before the 01 day of Nov , 2019. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.
8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

☐ BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

☒ BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

☐ BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work

as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum ☐ or Actual Cost ☒; and

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

WITNESS this my signature in execution hereof, this the _____ day of _____,
20_____.

City of Gautier
Name of Company

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____,
20_____.

MISSISSIPPI TRANSPORTATION

COMMISSION

Witness as to Commission

BY _____
Executive Director

BOOK _____ PAGES _____ & _____

Attest:

Secretary

(SEAL)

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

Date

Division Administrator

Initial _____

ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the _____ day of _____, 20____.

City of Gautier
NAME OF COMPANY

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

Councilman Anderson made the motion to approve the professional service contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk Project, as presented. Councilwoman Martin seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 103-2018

WHEREAS, the City of Gautier desires to construct a 5 foot sidewalk along Martin Bluff Road from the elementary school, north to Little Bend Subdivision, which will into the Martin Bluff Road widening project

WHEREAS, such construction will require engineering and other professional services; and

WHEREAS, Michael Baker International, Inc. has represented itself as a professional service firm capable of providing the requisite services pursuant to the attached contract; and

WHEREAS, this contract will provide design services, surveying, testing, construction administration, and other services in support of the Martin Bluff Road sidewalk project in an amount not to exceed \$273,575.88; and

WHEREAS, that City has applied for a Transportation Alternatives (TA) grant to partially fund this project and is awaiting a response. This is an 80/20 grant. If awarded, the City would be responsible for all preliminary engineering and right of way costs and at least 20% of the total project cost. The City has asked for financial support from Jackson County for engineering, right of way, and other costs; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk Project is hereby approved.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson

NAYS: None

ABSENT: Casey Vaughan

RECUSED: Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 05/30/2018
Subject: Professional Services Contract with Michael Baker International for the Martin Bluff Road Sidewalk Project

REQUEST:

The Grants and Projects Department requests City Council approval of a Professional Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk Project.

BACKGROUND:

This project would construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This would tie into the Martin Bluff Road widening project. The City has applied for a Transportation Alternatives (TA) grant from MDOT and is awaiting response. This is an 80/20 grant. If awarded, the City would be responsible for all preliminary engineering and right of way costs and at least 20% of the total project cost. The City has asked for financial support from Jackson County for engineering, right of way, and other costs.

DISCUSSION:

This contract would provide design services, survey, testing, construction administration, and other services in support of the Martin Bluff Road sidewalk project in an amount not to exceed \$273,575.88.

RECOMMENDATION:

Staff recommends that City Council approve the Professional Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Sidewalk project.

City Council may:

- 1) Approve the Professional Services Contract with Michael Baker International as presented, or;
- 2) Not approve the Professional Services Contract with Michael Baker International as presented.

ATTACHMENTS:

1. Business Agenda Item 3 -Professional Services Contract (Michael Baker International) (2)
2. Business Agenda Item 3 - Martin Bluff Road Sidewalk -Michael Baker International Contract (2)

Agreement for Professional Services
between
CITY OF GAUTIER
Gautier, Mississippi
and
MICHAEL BAKER INTERNATIONAL, INC.

THIS AGREEMENT entered into this _____ day of _____ 2018, by and between **MICHAEL BAKER INTERNATIONAL, INC.**, (hereinafter "**BAKER**") with offices at 2113 Government Street, Suite D-3, Ocean Springs, MS 39564, the **City of Gautier**, (hereinafter, "**OWNER**"), with offices at 3330 Highway 90 Gautier, MS 39553.

WHEREAS, the **OWNER** desires to construct a 5-foot wide sidewalk along Martin Bluff Road in Gautier, Mississippi. The proposed sidewalk will begin at the Martin Bluff Elementary school, just north of Roy's Road, and extend north along Martin Bluff Road to Little Bend Road. The sidewalk will be 4 inches thick, except in areas where heavy loads are anticipated and where the sidewalk will cross existing gravel drives, in which case the sidewalk will be 6 inches thick. The proposed project will connect schools, churches, a golf course, numerous local businesses, trailer parks, subdivisions in the Hickory Hill area of Gautier, and an additive alternate will be considered to connect the Buddy Davis sports complex, owned by Jackson County, on Lark Drive, hereinafter referred to as the **PROJECT**; and,

WHEREAS, the **OWNER** desires to retain the services of **BAKER** to perform the work herein described.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein as approved by written Resolution of the Owner (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **OWNER** shall compensate **BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein as approved by written Resolution of the Owner (hereinafter, the "Payment Terms").

Partial payments for the Work shall be made monthly by the **OWNER** to **BAKER** based on invoices submitted by **BAKER**. Each undisputed invoice shall be approved on the next regular claims docket and payment made by Owner within ten (10) days of approval.

4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **BAKER** has no control over construction costs, competitive bidding and market conditions, or other costs of financing, acquisition of land or right-of-ways, and **BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** **BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **OWNER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **OWNER**, by operation of law or otherwise, without the express prior written consent of **BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **BAKER**, by operation of law or otherwise, without the express prior written consent of **OWNER** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **BAKER** shall grant **OWNER** access at all reasonable times to **BAKER's** facilities where the work under this Agreement is being performed.

10. **CHANGES.** The **OWNER** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **BAKER** shall perform such changes to the Work as directed by the **OWNER** in writing and shall be paid for such Work as mutually agreed upon, in writing, by the **OWNER** and **BAKER**.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **OWNER** prior to its completion, **BAKER** shall be paid for services rendered to the date of termination or suspension.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law.
13. **INDEMNIFICATION.** **BAKER** 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 **BAKER** under this Agreement.
14. **INSURANCE.** Unless otherwise required in this Agreement, **BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to **OWNER** as follows:
- (a) **Comprehensive General Liability** including the following:
 - \$1,000,000 Each Occurrence for bodily injury and property damage
 - \$1,000,000 Products/ Completed Operations Aggregate
 - \$1,000,000 General Aggregate over all interests
 - (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - \$1,000,000 Bodily Injury
 - \$1,000,000 Property Damage
 - (c) **Umbrella/Excess Policy:**
 - \$4,000,000
 - (d) **BAKER** shall also maintain Workers' Compensation Insurance in statutorily required amounts and Employers' Liability Insurance in the amount of \$1,000,000 for bodily injury and \$1,000,000 by disease with a policy limit of \$1,000,000.
 - (e) **Professional Liability**

\$1,000,000 per occurrence.

15. **INDEPENDENT CONTRACTOR.** **BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **OWNER** or any of its affiliates.
16. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by **BAKER** without the prior written approval of the **OWNER**.
17. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
18. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
19. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Mississippi without regard to its choice of law provisions.
20. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

Exhibit "A"	General Scope of Work
Exhibit "B"	Payment Terms
Exhibit "C"	Specific Project Scope of Services
21. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

**CITY OF GAUTIER
GAUTIER, MISSISSIPPI**

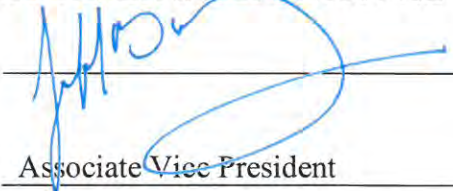
WITNESS: _____

BY: _____

TITLE: _____

WITNESS: _____

MICHAEL BAKER INTERNATIONAL

BY:  _____

TITLE: Associate Vice President _____

EXHIBIT A

**GENERAL SCOPE OF SERVICES FOR
ENGINEERING PROJECTS**

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** described in the referenced **AGREEMENT** which are primarily engineering projects, the **CONSULTANT** shall perform professional services as hereinafter described, which shall include customary civil engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the **CONSULTANT's** responsibility under this **AGREEMENT**.

This Exhibit A sets forth the general requirements for the performance of the various services for development projects required under this **AGREEMENT**. The **CONSULTANT** shall perform the scope of work required by this **AGREEMENT** as outlined in Exhibit C, Specific Project Scope of Services, in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Engineering Services will generally be completed in four (4) phases:

1. Preliminary design phase;
2. Final design phase, and,
3. Bidding phase; and,
4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **OWNER** and **CONSULTANT in writing**. Such additions, changes, or deletions will be outlined in Exhibit C, Specific Project Scope of Work, of this **AGREEMENT**.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of a project include:

1. Conferring with the **OWNER** on project requirements, finances, schedules, early phases of the **PROJECT**, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the **PROJECT**;

2. Advising **OWNER** as to the necessity of providing or obtaining from other data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT** in accordance with Articles III and IV of the **AGREEMENT**; and,
3. Developing design schematics, sketches, project recommendations, preliminary layouts and cost estimates.
4. Identify permitting requirements and advising the **OWNER** of the procedures to acquire approvals.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering reports and recommendations;
2. Prepare detailed plans, specifications, and cost estimates;
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
4. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the PROJECT, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications;
5. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor; and,
6. Distribute documents for approvals to **OWNER**, Federal, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in plan distribution 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, and receive and process deposits for Bidding Documents;
2. Assist the **OWNER** in conducting a pre-bid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Distribute sets of Bidding Documents to Prospective Bidders and plan offices, electronically during the Bidding Phase.
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.
6. Reproduction and postage of reports, contract documents and specifications to **OWNER**, Contractor, regulatory/funding agencies, prospective bidders, and plan rooms.

E. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this **AGREEMENT** commences with the award of each Contract for Construction and terminates upon the issuance by the **OWNER** of the final Certificate for Payment.
2. **CONSULTANT** shall attend and administer the preconstruction conference;
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work;

- b. If **OWNER** requests more extensive site representation than is described in 3.a above and Exhibit C, Task III, **CONSULTANT** will provide additional increased Resident Project Representative(s) as a Special Service;
 - c. **CONSULTANT** 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)'s work nor shall **CONSULTANT** 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, **CONSULTANT** 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 Contract Documents;
- 4. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** shall disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents.
 - 5. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;
 - 6. Shop Drawings: **CONSULTANT** 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. 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;
 - 7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s);
 - 8. Inspections and Tests: **CONSULTANT** 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 Contract Documents (but only to determine generally that their content complies with the requirements of, and the

results certified indicate compliance with, the Contract Documents);

9. Disputes between OWNER and Contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendation to **OWNER** on all claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or recommendations rendered in good faith;
10. Applications for Payment: Based on **CONSULTANT's** 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:
 - a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments 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 **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract 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 Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);
 - b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this AGREEMENT and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** 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 **CONSULTANT** 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.

11. Contractor(s)' Completion Documents: **CONSULTANT** 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 Contract 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 Contract Documents); and shall transmit them to **OWNER** with written comments;
12. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **OWNER** and other governing agencies so that **CONSULTANT** 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 E.10.b; and,
13. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act 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 **CONSULTANT**'s own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in Exhibit C. At **OWNER**'s option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT**'s own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of

the **OWNER** before the work is initiated (**OWNER** approval of **CONSULTANT's AGREEMENT** listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services will be paid for by **OWNER** as indicated in the **AGREEMENT**, in addition to the compensation for Basic Services described herein if requested and approved in writing reflected upon Owner's minutes.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**; commonly referred to as A/E survey.
2. Services resulting from significant changes in the general scope, extent or character of the PROJECT or its design 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, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT's** control.
3. Providing renderings or models for **OWNER's** use.
4. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT (except as agreed to under Basic Services).
5. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of Contractor(s).
6. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** not included in the original scope of project.
7. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
8. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) work damaged by natural disasters during construction, (3) a significant amount of defective or negligent work of any Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) default by any Contractor, or (6) other causes beyond **CONSULTANT's** control.
9. Services after issuance to the **OWNER** of the final certificate for payment.

10. Provide assistance in the closing of any financial or related transaction for the PROJECT.
11. Provide assistance in connection with the refining and adjusting of any equipment or system.

SECTION III - DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

For elements of the PROJECT described in the referenced **AGREEMENT**, the **CONSULTANT** shall perform Resident Project Representative services in accordance with the following:

- A. General: Resident Project Representative (**RPR**) will be the **CONSULTANT**'s agent at the site, will act as directed by and under the supervision of **CONSULTANT**, and will confer with **CONSULTANT** regarding **RPR** actions. **RPR**'s dealings in matters pertaining to the onsite work shall in general be only with the **CONSULTANT** and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- B. Duties and Responsibilities of RPR:
 1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the **CONSULTANT** concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with **CONSULTANT** and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as the **CONSULTANT**'s liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the **CONSULTANT** in serving as the **OWNER**'s liaison with the Contractor when the Contractor's operations affect the **OWNER**'s onsite operations.
 - b. As requested by the **CONSULTANT**, assist in obtaining from the **OWNER** additional details or information, when required at the job site for proper execution of the work.
 4. Shop Drawings and Samples:

- a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the **CONSULTANT** of their availability for examination.
 - b. Advise the **CONSULTANT** and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the **CONSULTANT**.
5. Review of Work, Rejection of Defective Work, Inspection and Tests:
- a. Conduct onsite observations of the work in progress to assist **CONSULTANT** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
 - b. Report to the **CONSULTANT** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the **CONSULTANT** when he believes work 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 as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record, and report to the **CONSULTANT** appropriate details relative to 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 **CONSULTANT**.
6. Interpretation of Contract Documents: Transmit to Contractor, **CONSULTANT**'s clarifications and interpretations of the contract documents.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with **RPR**'s recommendations to **CONSULTANT**. Transmit to Contractor decisions as issued by **CONSULTANT**.
8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **CONSULTANT**'s clarifications and interpretations of the contract documents, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials installed on the PROJECT, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the **CONSULTANT**.
- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to **CONSULTANT**, **OWNER**, and appropriate funding agencies periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- b. Consult with the **CONSULTANT** in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Report immediately to the **CONSULTANT** upon the occurrence of any accident.
- d. Review and certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTANT**, noting particularly their relation to the schedule of values, work completed, and material 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 deliver this material to the **CONSULTANT** for his review and

forwarding to **OWNER** prior to final acceptance of the work.

12. Completion:

- a. Before the **CONSULTANT** 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 **CONSULTANT**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the **CONSULTANT** concerning acceptance.

C. Limitations of Resident Project Representative's Authority:

Except upon written instructions of the **CONSULTANT**, **RPR**:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of the **CONSULTANT**'s authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize the **OWNER** to occupy or utilize the PROJECT in whole or in part, without the approval of **CONSULTANT**.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by **CONSULTANT**.

PAYMENT TERMS

EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	20		\$951.80	\$1,346.23	\$7.90	\$2,305.93		\$275.76	\$2,581.69
Meetings	63		\$2,411.46	\$3,410.77	\$20.02	\$5,842.24	\$3,650.00	\$698.67	\$10,190.91
Roadway	468	\$50,500.00	\$22,506.92	\$31,833.79	\$186.81	\$54,527.52	\$81.75	\$6,520.88	\$111,630.15
PS&E/Advertisement	59		\$2,057.38	\$2,909.96	\$17.08	\$4,984.41		\$596.08	\$5,580.50
Construction Administration	1116	\$36,000.00	\$38,766.24	\$54,830.97	\$321.76	\$93,918.97	\$2,442.00	\$11,231.67	\$143,592.63
Total	1726	\$86,500.00	\$66,693.80	\$94,331.71	\$553.56	\$161,579.07	\$6,173.75	\$19,323.06	\$273,575.88

Grand Total	\$273,575.88
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Summary of Costs

Direct Costs:

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

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

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

Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$ 19,323.06**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the City of Gautier for this assignment exceed **\$273,575.88** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

Primes Labor Cost & Overhead - \$ 161,579.07

Primes Direct Costs - \$ 6,173.75

Primes Fixed Fee - \$ 19,323.06

Sub-Consultants - \$ 86,500.00

Project Total - \$ 273,575.88

Activation Sheet

EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

	No.	Estimated Hours								
MDOT Process Item Description	Sheets	Project Manager	Engineer	Engineer Intern	Designer	Technician	Admin	RPR	Environmental Scientist	Total Hours
Project Activation										
LPA 100		1.0		4.0						5.0
LPA 700/800		1.0		4.0						5.0
Kickoff Meeting		4.0		4.0						8.0
Quality Control		2.0								2.0
Total Hours		8.0		12.0						20.0

Raw Labor Rates	\$72.91	\$44.43	\$30.71	\$36.00	\$28.65	\$23.06	\$32.00	\$54.60	
Labor Cost	583.3		368.5						\$951.80
Overhead	%	141.44%							\$1,346.23
Fixed Fee	%	12.00%							\$275.76
FCCM Overhead	%	0.83%							\$7.90

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$2,581.69
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$2,581.69

Meetings Sheet

EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

MDOT Process Item Description	No.	Estimated Hours								
	Sheets	Project Manager	Engineer	Engineer Intern	Designer	Technician	Admin	RPR	Environmental Scientist	Total Hours
Office Review										
Print Plans and Specifications						6.0	4.0			10.0
Compile Design Notebook			2.0	4.0						6.0
Prepare ROW/Util Status Report				4.0						4.0
Conduct Plan Review		2.0	4.0	4.0						10.0
Prepare Office Review Report		1.0		4.0			4.0			9.0
PS&E Assembly										
MDOT Coordination		4.0	8.0	8.0						20.0
Quality Control		4.0								4.0
Total Hours		11.0	14.0	24.0		6.0	8.0			63.0

Raw Labor Rates	\$69.44	\$42.30	\$29.82	\$36.39	\$27.29	\$22.00	\$32.00	\$54.60	
Labor Cost	763.8	592.2	715.7		163.7	176.0			\$2,411.46
Overhead					%	141.44%			\$3,410.77
Fixed Fee					%	12.00%			\$698.67
FCCM Overhead					%	0.83%			\$20.02

Direct Costs:	Qty.	Unit Price ¹	
Mileage			
Meals			
Lodging			
Postage	1.0	\$50.00	\$50.00
Supplies			
Reproductions	3600.0	\$1.00	\$3,600.00
Other			

¹ See State Travel Handbook

Total Direct Costs: \$3,650.00

Prime Total \$10,190.91

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$10,190.91

Roadway Sheet
EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

		No.	Estimated Hours								
MDOT Process Item Description		Sheets	Project Manager	Engineer	Engineer Intern	Designer	Technician	Admin	RPR	Environmental Scientist	Total Hours
Field Review											
	Horizontal Alignment Design										
	Sidewalk	10.0			40.0		80.0				
	Drainage Design Elements			40.0	40.0		40.0				120.0
	Cross Sections	5.0									
	Determine Constructability Issues	4.0	2.0	4.0	8.0						14.0
	Preliminary Earthwork Calculations	1.0		4.0	12.0						16.0
	Miscellaneous Sheets										
	Special Design Sheets	5.0		4.0	24.0	8.0	40.0				76.0
	Conceptual Permanent Striping and Signing Plan	1.0			8.0		16.0				24.0
	Traffic Control Plan	12.0									
	TCP Sheets	10.0		2.0	16.0	4.0	40.0				62.0
	TCP Typical Sections	2.0									
Office Review											
	Typical Sections	1.0									
	Sidewalk Section Details	1.0		2.0	8.0		40.0				50.0
	Summary of Quantity Sheets										
	Create SQ Sheets	1.0			8.0						8.0
	Select Appropriate Pay Items				8.0						8.0
	Estimated Quantity Sheets										
	Drainage Structures	1.0			8.0						8.0
	Permanent Erosion Control	1.0					2.0				2.0
	Traffic Control	1.0			2.0		2.0				4.0
	Removal Items	1.0			4.0		4.0				8.0
	Incidental Construction Items	1.0			2.0		2.0				4.0
	Quantity Calculations		4.0	4.0	12.0		16.0				36.0
	Traffic Control Detail Sheets	12.0					16.0				
	Construction Signing Detail	1.0									
	TCP Sheets	11.0			4.0		4.0				8.0
	Erosion Control Sheets	12.0			4.0		4.0				8.0
	Environmental Review (ENV 160)						24.0	8.0		40.0	
	QA/QC		8.0	4.0							12.0
	Total Hours	94.0	14.0	64.0	208.0	12.0	330.0	8.0		40.0	468.0

Raw Labor Rates	\$72.91	\$44.43	\$30.71	\$36.00	\$28.65	\$23.06	\$32.00	\$54.60	
Labor Cost	1020.7	2843.5	6387.7	432.0	9454.5	184.5		2184.0	\$22,506.92

Overhead	%	141.44%	\$31,833.79
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Fixed Fee	%	12.00%	\$6,520.88
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FCCM Overhead	%	0.83%	\$186.81
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Direct Costs:	Qty.	Unit Price ¹	
Mileage	150.0	\$0.55	\$81.75
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs:	\$81.75
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Prime Total	\$61,130.15
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Surveying - Machado Patano	\$50,500.00
Subconsultant B	
Subconsultant Total	\$50,500.00

Project Total	\$111,630.15
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PS&E / Advertisement

EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

MDOT Process Description	No.	Estimated Hours								
	Sheets	Project Manager	Engineer	Engineer Intern	Designer	Technician	Admin	RPR	Environmental Scientist	Total Hours
PS&E Assembly										
Right of Way Certification				1.0						1.0
Utility Certification				1.0						1.0
Encroachment Certification				1.0						1.0
Hazardous Waste Certification				1.0						1.0
Asbestos Abatement Certification				1.0						1.0
Compose Letters				2.0						2.0
Compile Forms							4.0			4.0
Print Plans				4.0		4.0	4.0			12.0
Assemble Specifications										
Material Checklist			2.0							2.0
MDOT Coordination		4.0								4.0
Advertisement										
Print Plans and Specifications						8.0	4.0			12.0
Prepare Advertisement		2.0					4.0			6.0
Bidder Coordination		2.0					4.0			6.0
Receive & Evaluate Bids		2.0								2.0
Assemble Bids and Submit		2.0					2.0			4.0
Quality Control										

Raw Labor Rates	\$69.44	\$42.30	\$29.82	\$36.39	\$27.29	\$22.00	\$32.00	\$54.60	
Labor Cost	833.3	84.6	328.0		327.5	484.0			\$2,057.38
					Overhead	%	141.44%		\$2,909.96
					Fixed Fee	%	12.00%		\$596.08
					FCCM Overhead	%	0.83%		\$17.08

Direct Costs:	Qty.	Unit Price ¹
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

¹ See State Travel Handbook

Total Direct Costs:

Prime Total	\$5,580.50
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$5,580.50

Construction Administration

EXHIBIT B
Martin Bluff Road Sidewalk Project
City of Gautier
Michael Baker International
5/25/2018

		No.	Estimated Hours									
	MDOT Process Description	Item	Sheets	Project Manager	Engineer	Engineer Intern	Designer	Technician	Admin	RPR	Environmental Scientist	Total Hours
Field Review												
	Pre Construction Meeting			4.0	4.0	4.0						12.0
	Prepare Monthly Pay Estimates			24.0		24.0			24.0			72.0
	Construction Meetings			24.0	24.0	24.0			12.0			84.0
	Field Visits				18.0	18.0						36.0
	Daily Site Inspections (6 month construction period)								24.0	864.0		888.0
	Quality Control			24.0								24.0
	Total Hours			76.0	46.0	70.0			60.0	864.0		1116.0

Raw Labor Rates	\$72.91	\$44.43	\$30.71	\$36.00	\$28.65	\$23.06	\$32.00	\$54.60
Labor Cost	5541.2	2043.8	2149.7			1383.6	27648.0	

Overhead	%	141.44%	\$54,830.97
Fixed Fee	%	12.00%	\$11,231.67
FCCM Overhead	%	0.83%	\$321.76

Direct Costs:	Qty.	Unit Price ¹	
Mileage	3600.0	\$0.55	\$1,962.00
Meals			
Lodging			
Postage			
Supplies	20.0	\$24.00	\$480.00
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$2,442.00

Prime Total \$107,592.63

Testing - Batson and Brown	\$36,000.00
Subconsultant B	
Subconsultant Total	\$36,000.00

Project Total \$143,592.63

EXHIBIT C

SPECIFIC PROJECT SCOPE OF SERVICES

MARTIN BLUFF ROAD SIDEWALK PROJECT

The project is located in the City of Gautier along Martin Bluff Road. The proposed improvements consist of constructing a 5-foot wide sidewalk from Martin Bluff Elementary, just north of Roy's Road, and extend north along Martin Bluff Road to Little Bend Road. The sidewalk will be 4-inches thick, except in areas where heavy loads are anticipated and where the sidewalk will cross existing gravel drives, in which case the sidewalk will be 6 inches thick. The proposed project will connect schools, churches, a golf course, numerous local businesses, trailer parks, subdivisions in the Hickory Hill area of Gautier, and as an additive alternate, the project will include sidewalks to the Buddy Davis sports complex, owned by Jackson County, on Lark Drive.

The following scope of services addresses the Michael Baker International (**CONSULTANT**) efforts required to provide final construction plans for the City of Gautier (**OWNER**) to use in bidding the project for construction.

Following is an outline showing the tasks associated with successful completion of this project:

BASIC SERVICES

- I. Project Management, Data Collection & Utilities
 1. Project Management
 2. Surveys
 3. Utility Coordination
- II. Preliminary Roadway Design
 1. Horizontal Alignments
 2. Plan Details & Cross Sections
 3. Drainage Design
- III. Final Roadway Construction Plans
 1. Final Construction Plan Design
 2. Final Pavement Marking and Traffic Signing Design Plans
 3. Erosion Control
 4. Permitting
 5. Quantities, Specifications, and Estimates
- IV. Bidding Phase Service
 1. Construction Document Distribution
 2. Conduct Pre-Bid Conference
 3. Attend Bid Opening and Bid Tabulation

EXHIBIT C

- IV. Construction Services
 - 1. Contract Administration
 - 2. As-Builts

TASK I. Project Management, Data Collection & Utilities

1. **Project Management** – **CONSULTANT** will attend a maximum of four (4) meetings at the site. These meetings will be for the purposes of coordinating with the **OWNER**, other consultants, Utility companies and any other parties pertinent to the project. Additionally, the **CONSULTANT** will prepare a one page Memo outlining the agreed upon Design Criteria for acceptance by the **OWNER**.
2. **Surveys** - **CONSULTANT** will use the services of a **Sub-Consultant** for surveys. Surveys will include the following tasks.
 - a. Provide complete topographic survey for a distance of approximately 2.4 miles along Martin Bluff Road, commencing at the intersection of Roy's Road and continuing north to Little Bend Place.
 - b. Topographic survey to include all above ground improvements
 - c. All drainage pipes shall be located and elevations, type, material, and sizes of pipes shall be provided.
 - d. Locate all structures, utilities, trees, shrubs, fences, driveways, and other encroachments within 10 feet of the existing right-of-way.
 - e. Locate all property corners and right-of-way monuments along Martin Bluff Road within the project limits.
 - f. Horizontal and Vertical coordinates shall be based on the Mississippi State Plane Coordinate System and NGVD 1998.

Should the project require the acquisition of right-of-way and/or easements, complete boundary surveys of the respective properties will be performed for the preparation of the legal descriptions and associated plats. Survey services required for the acquisition of right-of-way and easements will be considered an additional service and will require a Supplemental Agreement.

3. **Utility Coordination** – **CONSULTANT** will coordinate with local utility companies regarding the possible relocation of their respective utility lines. The costs associated with the relocation the utility lines will be determined during the design process and provided to the **OWNER**. No utility design is included in this scope of work.

EXHIBIT C

TASK II. Preliminary Design

This task addresses the work efforts required to complete preliminary roadway construction plans. The existing roadway geometry will be used as a starting point for the alignment and planimetrics. The following work items describe the elements that will be incorporated into the preliminary construction plans.

1. Horizontal Alignments

Preliminary horizontal alignments will be developed and submitted to the **OWNER** for review and approval.

2. Plan Details & Cross Sections

The preliminary plans will follow the Mississippi Department of Transportation – format for plan development consisting of the following:

- A title sheet showing a location map, and project layout.
- Quantity and Index sheet.
- Typical sections for the mainline and crossroads for each significant change in section. These sections will show dimensions, a pavement schedule, and the stations over which each section applies.
- Details, including applicable MDOT standards, and additional clarifying construction details.
- A General Inclusion Sheet of clarifying or explanatory notes.
- Plan sheets at a scale of 1"=50' horizontal showing existing conditions, existing utilities (from field survey or information received from **OWNER**), proposed sidewalk, edge of pavement, curb and gutter, medians, slope stake lines, drainage, right-of-way, and easements. Proposed horizontal geometry will also be shown.
- Traffic Control Plan.
- Drainage Layout Sheets.

3. Drainage Design

The drainage systems for the project are dictated by the projects horizontal and vertical geometry. The drainage design will include an offsite analysis of the contributing watershed necessary to determine culvert locations and sizes for the project. Additional analyses will be performed to adequately size and locate individual inlets and pipes for accepting roadway runoff. For each contributing sub-area, a structure will be identified to accept the runoff (inlet, cross-pipe, ditch, etc.). Based on accumulation of runoff, pipe sizes to carry the runoff will be determined. The location of the storm drainage system will be shown on the final roadway plan sheets including pipe and drainage structures size, locations, type and elevations.

EXHIBIT C

TASK III. Final Construction Plans

1. Final Construction Plan Design

Comments received from the review of the preliminary plans will be incorporated into the design and final construction plans will be developed. Cut and fill earthwork volumes will be identified on the plans.

2. Final Marking and Traffic Signing Design Plans

Final pavement marking and traffic signing plans will be prepared at scale of 1"=50', unless otherwise agreed upon, showing locations and types of signs, lane lines, stop bars, cross walks, and other appropriate markings. The plans will include dimensions sufficient for field layout. Standard MUTCD and MDOT details will be incorporated into the plans.

3. Erosion Control

CONSULTANT will prepare the appropriate erosion control plans with all necessary details to comply with state and local NPDES permit requirements.

4. Permitting

The **CONSULTANT** shall prepare the NPDES Stormwater Permit(s) packages for the **OWNER** to submit to the Mississippi Department of Environmental Quality (MDEQ) for approval. It is assumed that the **OWNER** will pay for any necessary permit application fees.

Based on a preliminary review of the project area, it is anticipated that Army Corps of Engineers, Section 404 permit will be required. To facilitate the permitting requirement, we propose to conduct a **wetland and other waters of the US delineation** and prepare the **permit application** and accompanying documentation such as the **delineation report, WRAP analysis, and mitigation plan**. To assist with US Fish and Wildlife clearance, that will be needed during review of the 404 permit, we also propose to complete a **Threatened and Endangered Species (T&E) survey and report**. While clearance from Mississippi Department of Archives and History will also be required, it is not expected that a cultural resources survey will be necessary. If it is determined that a cultural resources survey is necessary, then those services can be negotiated at a later time. MDOT Standard Form, ENV-160 will be prepared to document the environmental aspects of the project.

EXHIBIT C

5. Construction Phasing Plan

The **CONSULTANT** will work with the **OWNER** to establish an overall phasing plan for the construction of sidewalks along Martin Bluff Road. The intent of the phasing plan is to identify detour routes and traffic control requirements for the construction of the project.

5. Quantities, Specifications, and Estimates

- *Quantity and Computations*

Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans.

- *Standard Specifications*

The *Mississippi Standard Specifications for State Aid Road and Bridge Construction – 2017 Edition* will be used.

- *Special Provisions*

Special provisions will be prepared for those items of work not covered as desired in the Standard State Aid or existing Standard Special Provisions.

- *Final Cost Estimate*

Based upon the final quantities, a final estimate of probable construction cost will be prepared. The **CONSULTANT** does not guarantee that the actual quantities and construction cost will not vary from the estimates provided. MDOT pay item numbers will be used to the fullest extent practical.

TASK IV Bidding Phase Services

It is assumed the **OWNER** will be responsible for advertising the project. The **CONSULTANT** will assist the **OWNER** with plan distribution to Contractors for bidding. The **CONSULTANT** will attend the Bid Opening and assist the **OWNER** with the tabulation of the bids and prepare a letter of recommendation for contract award. As required by State Law, electronic bidding will be made available.

TASK IV Construction Services

The **CONSULTANT** will assist the **OWNER** during construction by providing administration and resident project representative services. The following services will be provided;

EXHIBIT C

1. **Construction Administration:** The **CONSULTANT** shall perform the following tasks:
 - Attend Pre-Construction Conference;
 - Provide clarifications and interpretations of the construction documents;
 - Prepare pay requests for approval by the Jackson County Board of Supervisors;
 - Provide field site visits commensurate with the level of construction activity, with a maximum of 5 days of observation per week for the estimated 180 calendar day project.
2. **As-Builts:** The **CONSULTANT** shall prepare as-built plans based on the red line markup plans prepared and submitted by the contractor.

SPECIAL SERVICES

I. Surveying Services for Right-of-Way and/or Easement Acquisition

The **CONSULTANT** shall assist, if requested, the **OWNER** with the preparation of boundary surveys for the purpose of acquiring property for Right-of Way and/or Easements. The **CONSULTANT** will perform surveys in accordance with the minimum standards for a Class "C" survey in the State of Mississippi. Each survey plat will include the following:

1. Survey plat of each plat of each parcel of land showing all improvements.
2. A legal description for the acquisition area.
3. A legal description for the remnant area.

The **CONSULTANT** shall provide the information listed above for the **OWNER's** use in acquiring the necessary property for the project. No additional services by the **CONSULTANT** will be required after submission of the survey plats and legal descriptions.

This work will be completed on an "as needed basis", and the **CONSULTANT** shall provide the **OWNER** with the cost to complete these services and receive approval prior to the undertaking of any activities.

Councilwoman Martin made the motion to approve the Authorization to Issue Request for Proposals for Solid Waste Collection and Disposal Services, and to advertise as presented. Councilman George seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 104-2018

WHEREAS, the current contract for solid waste collection and disposal services is set to expire in the coming months; and

WHEREAS, the City is required by law to issue requests for proposals for such services at least every six years; and

WHEREAS, the City is also required to publicly advertise such requests;

THEREFORE, 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 issue the attached request for proposals for solid waste collection and disposal services, and to advertise same.

IT IS FURTHER ORDERED that the City Manager is authorized to negotiate with the respondents to this request as provided by law

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

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

CITY OF GAUTIER



**REQUEST FOR PROPOSALS
("RFP")**

for

**MUNICIPAL SOLID WASTE COLLECTION AND
DISPOSAL SERVICES
GAUTIER, MISSISSIPPI
2018**

Issued: June 5, 2018

TABLE OF CONTENTS		
Section No.	Section	Page No.
I.	Background	4
II.	Scope of Services	4
A.	Collection Procedures and Schedule	4
B.	Semi-Automated Garbage Collection	5
C.	Brush and Bulky Item and White Goods Collection	5
D.	Out-of-Cycle brush, bulky item and white goods collection	6
E.	Annual Christmas Tree Collection	6
F.	Annual City-wide Clean up	6
G.	Storm damage or natural disaster clean up and disposal	7
H.	Customer Service Office and Procedures	7
I.	Collection	8
J.	Curbside Containers	8
K.	Records/Record Keeping/Reporting	9
L.	Liquidated Damages To Assure Achievement of Performance Standards	10
M.	Collection Equipment	13
N.	Emergency Plan	14
O.	Loss or Damage by Contract Employees	14
P.	Labor	14
Q.	Transportation, Storage and Legal Disposal	14
R.	Taxes, Governmental Fees and Charges	14
S.	Compliance	14
T.	Monthly Report	15
U.	Billing Protocols	15
V.	Discontinuing Collection	15
W.	Landfill Approval and Tonnage Commitments	15
X.	Method of Collection of Residential Garbage	15
Y.	Services for Municipal Facilities	15
Z.	Collection of Equipment	16
III.	Certifications	17
IV.	Interruption of Service	17
V.	Termination of Contract	17
VI.	Performance Bond	17
VII.	Term of Contract	18
VIII.	Pre-Submittal Conference	18
IX.	Proposal Requirements	18
X.	Contract Documents and Amendments to RFP	21

XI.	Submission of Proposals	21
XII.	Restrictions on Communication	22
XIII	Evaluation Criteria	23
XIV.	Award of Contract and Reservation of Rights	23
XV.	Assignment and Use of SubCONTRACTORs	25
XVI	Schedule of Events	25
XVII	Records Retention	26
XVIII.	Glossary of Terms and Definitions	26
EXHIBITS		
Exhibit A	Map of Gautier and Days of Collection	30
Exhibit B	Summary of Services to be provided by CONTRACTOR	31
Exhibit C	Garbage and Recycling Collection Holiday Schedule	32
Exhibit D	Fee Schedule for Out-Of-Cycle Brush, Bulky Items and White Collection	33
Exhibit E	Service Level Agreement (SLA) Time Commitments	34
Exhibit F	Monthly Contract Report	35
ATTACHMENTS		
Attachment A	Respondent Qualification General Questionnaire	37
Attachment B	Litigation Disclosure	39
Attachment C	Regulatory Compliance and Criminal History Warranty	40
Attachment D	Pricing Schedule	42
Attachment E	Insurance Requirements	43
Attachment F	Indemnification Requirements	46
Attachment G	Signature Page	48
Attachment H	Proposal Checklist	49

I. BACKGROUND

The City of Gautier (“CITY”) seeks Proposals from qualified Respondents interested in providing municipal solid waste services as described in this Request for Proposals (RFP). Municipal solid waste services include refuse collection and disposal services for the CITY. Selection shall be made on the basis of the proposal deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. The CITY reserves the right not to award the contract and to amend or negotiate terms of the contract after reviewing proposals that were submitted or at any time thereafter while proposals are pending. CONTRACTORS (Respondents / Proponents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

Respondents / Proponents must follow the order and sequence of this Request.

Area to be Served. The area to be serviced by this Agreement is hereinafter referred to as the city limits of the City of Gautier “service area”. The City of Gautier area is detailed in the map contained in *Exhibit A*, which attachment is incorporated herein verbatim for all purposes. The attached map represents the approximate boundaries of the service area. The CITY expects growth through additional developments and increases in residential units.

CONTRACTOR shall collect and remove municipal solid waste from approximately 6,500 residential units and small commercial establishments in the CITY and any new households and small commercial establishments constructed during the term of the Contract. CONTRACTOR shall collect and remove garbage from all households included in the house count which takes effect on the Anniversary Date of the Contract, and any new households and small commercial establishments constructed after the house count was conducted on which Anniversary Date house count is based. This residential count is subject to an upward adjustment to accommodate future development in the service area. To enlarge the service area, adjusted residential counts will be mutually agreed upon by the City and CONTRACTOR. The CONTRACTOR will be paid on the units billed by the CITY on a monthly basis.

Semi-Automated Methodology. The CITY is requesting proposals for garbage collection for semi-automated garbage collection in the CITY. The proposal pricing will remain the same throughout the contract period. The CITY reserves the right, in its discretion, to award this contract to the Respondent whose Proposal best serves the interests of the CITY, as determined by the CITY, and in accordance with Mississippi law.

II. SCOPE OF SERVICES

Solid waste services provided by the CONTRACTOR shall be equivalent to the service level as described in detail below and summarized in *Exhibit B*, attached, and incorporated herein verbatim for all purposes. Costs of all services and disposal are the responsibility of the CONTRACTOR and are to be included in the CONTRACTOR’S proposed price.

The CONTRACTOR agrees to perform at least the following basic services outlined below.

A. Collection Procedures and Schedule:

1. **Collection Daily Hours:** The CONTRACTOR shall perform curbside collection service no earlier than 5:00 a.m. on the scheduled collection day. CONTRACTOR shall notify the CITY when any route (within service area) is commenced after 10:00 a.m.
2. The CITY prefers that the CONTRACTOR retain the current garbage collection days. (The map in *Exhibit A* reflects the current days of collection). If alternate days are proposed, note the alternate days of collection in your operational plan.
3. CONTRACTOR must propose and provide semi-automated garbage collection methods.
4. **Special Collection Assistance Service:** Upon request by City, the CONTRACTOR shall be required to provide for walk up, roll-out service or special assistance for elderly or physically disabled residents. The City will coordinate with CONTRACTOR for such service.
5. **Commercial Establishments:** In addition to collection of residential solid waste, CONTRACTOR shall also collect solid waste from commercial establishments that set out garbage, which waste the City determines meets the requirements and limitations of the regulatory definition of municipal solid waste as described in Section XVIII.
6. **Collection Holiday Schedule:** The CONTRACTOR shall follow the CITY's annual garbage collection holiday schedule approved and adopted by the CITY or opt to work the Monday through Friday work week regardless of holidays. The CITY holiday schedule may update annually and the schedule may be modified during each respective contract period. The Garbage Collection Holiday Schedule is attached as Exhibit C, incorporated herein verbatim for all purposes.

B. Semi-Automated Garbage Collection and Disposal Services:

1. Garbage to be collected by CONTRACTOR shall be using the semi-automated approach. Contractor shall furnish one 96 + gallon container to any/all residents and commercial establishments that request one at no cost to the CITY, resident, or establishment. Additional containers may be requested for an additional cost to the resident. CONTRACTOR is responsible for maintaining carts and shall replace them with a new cart at no cost if deemed inoperable by the City. All containers should be uniform in size and color for the term of the contract. Each request for a new or replacement container or repair of container shall be answered and a new or replacement or repaired container shall be delivered within 72 hours of the request. Each failure to comply with the above time frame will result in a penalty of \$100.00 per 24-hour period which will be deducted from the next invoice. Failure to deliver a new or replacement or repaired container within 72 hours of the request will be considered a violation and each additional 24-hour period in which the CONTRACTOR fails to deliver a new or replacement or repaired container will be considered a separate and distinct violation for purposes of this paragraph.
2. Where semi-automation collection is not feasible, CONTRACTOR will use a manual collection method subject to City Manager's approval.

C. Brush and Bulky Items and White Goods Collection: The CONTRACTOR shall render the following solid waste services pertaining to scheduled brush and bulky items and white goods curbside pickups:

1. The CONTRACTOR shall provide quality curbside collection of BRUSH and BULKY ITEMS AND WHITE GOODS, from residential units once every week with no requirement for prior notification or request by resident. The area must be left completely clean by CONTRACTOR during curbside collection of Brush and Bulky Items and White Goods.

2. Brush and Bulky Items and White Goods Collection Notification: The CONTRACTOR is responsible for providing a hand delivered notice to single-family residential units when those citizens place items for curbside collection that do not meet the definition of “brush” or “bulky items and white goods”. Notices must be delivered and notated on residents account immediately.
 - a. The CONTRACTOR shall develop a door hanger notice for approval by the CITY
 - b. The CITY reserves the right to approve any revision to the method, schedule and format of the notification.
 3. Brush and Bulky Item and White Goods Collection Areas: The CONTRACTOR shall divide and arrange the service area so that the collection event for each scheduled area is completed within a one-week period.
 4. CONTRACTOR shall notify the City of any modification of parameters to brush and bulky item and white goods collection areas, brush and bulky item and white goods collection schedule, or notification schedule at least one week in advance of such modifications.
 5. The CONTRACTOR shall notify the CITY if CONTRACTOR is unable to complete collection in the scheduled area within a one-week period. If a second delay occurs so that the CONTRACTOR is unable to complete collection in the scheduled area within a second one-week period, the City reserves the right to use CITY personnel and equipment or sub-contractor to a third-party to complete collection within the scheduled area and shall charge the CONTRACTOR for the CITY’S cost to address this lapse in service. The CITY may take into consideration delays due to inclement weather conditions.
 6. Curbside collection of Brush and Bulky Items and White Goods collection must occur if the resident places curbside, even if CONTRACTOR has to manually remove.
- D. **Out-of-Cycle brush, bulky items and white goods collection:** In addition to the scheduled brush and bulky item and white goods collections, CONTRACTOR shall provide pick-up service as requested by city residents.
1. Out-of-Cycle fees will be negotiated annually between the CONTRACTOR and the City Manager for customers, who may request the service, and will be approved annually by the City Council.
 2. Out-of-Cycle fees shall be collected in advance directly by the CONTRACTOR from the person requesting the service and the charge shall be identical to the CITY’S authorized fee schedule. The quality of Out-of-Cycle service provided by the CONTRACTOR shall be equivalent to that provided by the CITY. Within 48 hours of pre-payment, CONTRACTOR shall complete service for the out-of cycle request.
- E. **Annual Christmas Tree Collection:** CONTRACTOR shall provide curbside collection of Christmas trees as an annual event as scheduled by the City (*Exhibit B*). Method of disposal of the trees is at the discretion of the CONTRACTOR.
- F. **Annual Citywide, Clean-up Event** shall be conducted in April of each year the specific date to be coordinated not later than 1 March. CONTRACTOR shall provide personnel and equipment necessary to operate a temporary residential drop-off site. The CITY shall coordinate with the CONTRACTOR thirty days prior to event. The CONTRACTOR shall work with the CITY to sponsor the Annual Cleanup and provide five (5) dumpsters and placed in locations selected by the CITY. The temporary residential drop-off sites will remain one (1) week and the CONTRACTOR shall keep the areas cleaned during the one week period.

- G. **Storm damage or natural disaster clean-up and disposal** in the service area shall be provided and completed within 30 days from date of notice to the CONTRACTOR as may be instructed by the City Manager. Cost of this service shall be included in the proposed price. Determination of storm damage or natural disaster, requiring CONTRACTOR's response, shall be made by the City Manager. Should the City Manager determine that a storm requires additional pickup efforts from the CONTRACTOR; the CONTRACTOR shall immediately provide sufficient additional equipment to remove debris placed on the right of way in an expedient manner. The obligation of the CONTRACTOR to perform under this provision is regardless of whether a storm, natural disaster, tropical depression, tropical storm or hurricane is federally declared. Debris pickup will be increased along with labor and equipment as necessary until further notified by the CITY. The CONTRACTOR will co-operate in providing information, truck marking, or any other items requested by the CITY during those events.

Additionally, the CONTRACTOR is expected to resume service as soon as the streets are clear after a storm. The CONTRACTOR shall document any increase in volume of household garbage and provide copies of the documentation for the CITY to submit to FEMA or other necessary outside agencies, for reimbursement or any other purpose.

- H. **Customer Service Office and Procedures:** The CONTRACTOR shall provide a customer service office to facilitate service in the service area and to ensure that customer requests are resolved according to number of days noted in the City's Service Level Agreements (SLA) time commitments (See SLA Time Commitments in *Exhibit E*). The CITY shall maintain records of all service requests in the CITY'S customer service database.
1. Typically, all service requests from customers will initially be directed to City Hall (497-8000) Office. Thereafter, the CITY will generate a work order for each service request received and forward it to the CONTRACTOR via electronic-mail (e-mail). Depending on the type of request, information may also be relayed by telephone.
 2. The request order will include the following:
 - a. Request Order Number
 - b. Customer name and telephone number
 - c. Address including house number and street name
 - d. Date and time of call
 - e. Type of request
 3. Once the service request is satisfied or resolved, CONTRACTOR shall close the service request by resubmitting it to the CITY by e-mail. The completed service request shall include:
 - a. Request Order Number
 - b. Customer address including house number and street name
 - c. Date of service
 - d. Action taken to satisfy or resolve service request
 4. The CONTRACTOR shall notify the CITY if it is unable to complete the service request within the Service Level Agreement time commitments contained in this RFP by noting the

problem and the course of action taken. CONTRACTOR shall coordinate with the CITY to develop an acceptable course of action.

5. In addition, CONTRACTOR must provide emergency telephone numbers and contacts for response on a 7-day, 24-hour basis.

I. Collection

Service Provided

- (a) CONTRACTOR shall perform at the rates quoted for those services described by quoted item(s) in Solid Waste Contractor's Proposal and selected for award by the CITY under this Contract.
- (b) The CONTRACTOR shall only provide service for one (1) curbside container for solid waste and one (1) curbside container for recycle material for each Contractual Unit, as supplied by the CONTRACTOR under this contract. Additional carts shall be serviced only upon request and direct payment by the Contractual Unit to the CONTRACTOR for an additional cart, as provided in this RFP. (\$_____Per Cart)
- (c) The CONTRACTOR shall provide trash waste collection and disposal service as defined in this RFP. The CONTRACTOR shall not be responsible to provide for the collection of trash or waste generated by a contractor, tree services contractor, utility service company or service company, including but not limited to bulky wastes, construction debris, rubbish wastes, and/or white goods.
- (d) No services are to be provided under this contract, except as specified in this RFP and the executed Contract documents.

J. Curbside Containers

- (a) **Recycle Container.** The CONTRACTOR shall provide and maintain for each Contractual Unit one (1) new curbside container for recycle material. All recycle containers shall be of same size/color throughout the contract period to ensure that only recycle containers provided under this contract are serviced by the selected Contractor.
 - (1) The curbside container for recycle material shall be one (1) new 65+ gallon cart on wheel with interlocking plastic lid capable of being wheeled to the curb full of recycle material by the Contractual Unit and being serviced by the CONTRACTOR's collection truck.
 - (2) The cart or bin selected by the CITY for recycle material shall be required to have a tracking device installed on/in the cart (Tracking Chip installed by the manufacturer).

(b) **Solid Waste Container.** The CONTRACTOR shall provide and maintain for each Contractual Unit one (1) new plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit and being dumped mechanically or manually Into the Solid Waste Contractor's collection truck. All garbage carts shall be of same size/color throughout the contract period to insure only garbage carts provided under this contract are serviced by the selected Contractor.

- (1) The curbside container for solid waste shall be one (1) new 95+ gallon plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit.
- (2) The cart selected by the City for solid waste shall be required to have a tracking device installed on/in the cart (Tracking Chip installed by the manufacturer).
- (3) CONTRACTOR shall provide, maintain, repair and/or replace all curbside containers for recycle material and solid waste for all contractual units serviced under the contract through the life of the contract. The curbside containers shall bear the name of the CONTRACTOR and shall remain the property of the CONTRACTOR. The costs for these services shall be included in the monthly fee in the proposal and shall include delivery and pickup to/from the Contractual Units.
- (4) Residential Contractual Units are required to place all curbside containers for collection at a point not more than four (4) feet from the edge of the pavement on a public street or alley and at a point convenient and accessible to the collection crews.
- (5) The CONTRACTOR shall be responsible for the collection and removal of all its contractor-supplied curbside containers from all Contractual Units at the end of the contract. Such collection and removal shall be coordinated with the CITY to ensure that garbage and recycle collection services are not interrupted.
- (6) A curbside container delivery plan shall be provided for CITY approval at least sixty (60) days in advance of the commencement date of the contract.
- (7) A curbside container collection and removal plan must be submitted to the CITY for approval at least ninety (90) days prior to the end of the contract.

The CITY reserves the right to withhold 10% of the final payment, as set forth herein, from final CONTRACTOR payment until curbside container collection/removal has been completed in accordance with the approved collection and removal plan.

K. Records/Record Keeping/Reporting:

The CONTRACTOR is expected to keep and maintain all records required under this contract throughout the terms of the contract. The records shall be maintained in a

format approved by the CITY. Records shall be maintained in a complete, accurate and up-to-date manner to accurately represent all information required by this contract.

Reports shall be provided to the CITY by the CONTRACTOR, in accordance with the requirements of this contract. Reports shall be transmitted with a transmittal cover letter to the CITY in both electronic and hard copy format.

Reports and records shall include, at a minimum, those listed below. Additional records and reports may be required, as deemed reasonable and appropriate by the CITY.

Weekly Report for Calls/Complaints — The CONTRACTOR shall maintain daily up to date call/complaint log and submit it to the CITY on a weekly basis with the following information relative to the resolution of complaint:

- a. Date/time call/complaint received
- b. Name and address of complainant
- c. Nature of call/complaint
- d. Date call/complaint resolved
- e. How the call/complaint was resolved

Monthly Recycle Report -- The selected CONTRACTOR shall be required to track recycle collection, processing and disposition and provide monthly reports to the CITY. Reports shall include the following, as a minimum, unless otherwise approved by CITY: Total monthly contractual unit recycle participation, by service route; total monthly recycle weight/volume, by service route; total monthly weight/volume recycled, including breakdown of disposition of material recycled and where material was sent; and total monthly weight/volume contaminated recycle waste disposed. Recycle report shall be provided in an electronic, Excel spreadsheet format. The CONTRACTOR shall work with the CITY to provide reports in a presentation format acceptable to the CITY; all records shall be tracked and maintained for the life of the contract.

Monthly Report on Outstanding Unresolved Complaints — the selected CONTRACTOR shall provide a report to the CITY that identifies any and all unresolved complaints at the end of each calendar month. Actions required resolving each complaint shall be identified in the submitted report.

Monthly Report on Requests for Second Carts — the selected CONTRACTOR shall provide a report that identifies the name and address of all requests submitted for a second cart service. Confirmation of payment and delivery of the cart shall be included in the monthly report.

Other Reports, as Required ---The CITY reserves the right to request other reports, as may be reasonably required, to provide complete and timely information with regard to the performance of this contract.

L. Liquidated Damages To Assure Achievement Of Performance Standards:

Purpose of Liquidated Damages -- The purpose of Liquidated Damages is to assure the selected CONTRACTOR has met achievement and incentive standards for performance in the contractual service and that the CITY has applicable benchmarks to measure

contract performance standards. Liquidated damages will be assessed by the CITY through offset in monthly payment to CONTRACTOR.

Performance Standards --It shall be the duty of CONTRACTOR to perform and execute the scope of this contract in accordance with the standards established by the contract documents, including, but not limited to the RFP, the contract, the Solid Waste Contractor's proposal, as well as any other documents incorporated into the contract requirements for the selected Solid Waste Contractor. This contract recognizes that there could be, from time to time, factors that may prevent the regularly scheduled execution of the Solid Waste CONTRACTOR's duties under this contract. It is the CONTRACTOR's responsibility to identify and remedy any and all failures in CONTRACTOR is required performance under this contract.

The CITY recognizes that problems may arise from time to time during the performance of this contract; The CITY expects and requires the CONTRACTOR to correct all such problems in an appropriate and timely manner. For purposes of this contract, timely response shall be categorized and defined below. It should be noted that it is not the responsibility of the CITY, or the customers to advise the CONTRACTOR of their failure to perform. It is the CONTRACTOR's responsibility to fulfill its responsibilities required by this contract whether they are notified of deficiencies in performance or not. The CITY shall advise the CONTRACTOR when it becomes aware of deficiencies in the CONTRACTOR's performance.

- a. **Twenty-Four (24) Hour Correction Period.** The following problems, should they occur, should be corrected within 24 hours of when they were required to be performed. If not corrected within that time frame, at the sole discretion of the CITY, the CONTRACTOR may be required to pay, as liquidated damages, one hundred dollars (\$100.00) per occurrence for each 24-hour period that the problem is not corrected.
- i. Failure by CONTRACTOR to place garbage cart on sidewalks and out of the traveled right-of-way;
 - ii. Failure to cover material on collection vehicle(s);
 - iii. Failure to display CONTRACTOR's identification on equipment or vehicles;
 - iv. Failure to complete route to collect garbage, trash waste or recycling material in accordance with the Contract and approved schedules;
 - v. Failure to pick up single site garbage, trash waste or recycle material in accordance with approved collection schedule;
 - vi. Failure to maintain clean, safe and sanitary collection equipment;
 - vii. Failure to initiate clean-up of litter debris that was generated by the CONTRACTOR's vehicle;
 - viii. Failure to notify the CITY of any spill or leakage within 2 hours of the spill or failure to notify state authorities within 2 hours of the spill if required.
 - ix. Failure to repair or replace damaged/lost cart and recycle carts/containers within twenty-four (24) hours of request, not including Sundays and Holidays.
 - x. Failure to provide cart and/or recycle container to new customer within twenty-four (24) hours of request, not including Sundays and Holidays;
 - xi. Failure to deliver residential solid waste or recycle material collected pursuant to the Contract to the appropriate facility as required herein, (CONTRACTOR shall also be responsible for any liquidated damages levied by the disposal

facilities and/or the Mississippi Department of Environmental Quality against the CITY for the Solid Waste Contractor' failure to deliver such residential solid waste to the designated disposal facility).

b. No Correction Period. At the sole discretion of the CITY, the CONTRACTOR may be required to pay, as liquidated damages, two hundred and fifty (\$250.00) per occurrence per day of delinquency or violation for each of the following:

- i. Changing route or route days without approval from the City;
- ii. Failure to submit accurate, complete, and up-to-date the Weekly Report for Calls/Complaints by the second (2nd) working day of the following week;
- iii. Failure to submit accurate, complete, and up-to-date the Outstanding/Unresolved Complaint Report by the fifth (5th) working day of the following month;
- iv. Failure to submit accurate, complete, and up-to-date Monthly Report on requests for Second Carts by the fifth (5th) working day of the following month;
- v. Failure to submit an accurate, complete and up-to-date Monthly Recycle Report by the fifth (5th) working day of the following month;
- vi. Failure to submit an accurate, complete and up-to-date Monthly Disposal Delivery Report by the fifth (5th) day of the following month;
- vii. Failure to submit accurate, complete and up-to-date reports, as may be reasonably required by the CITY;
- viii. Failure to provide the proper number of vehicles, as required pursuant to the terms of the Contract;
- ix. Failure to provide proper public/customer notifications, as required;
- x. Leakage of hydraulic fluids, oil or other liquids from vehicles provided by the CONTRACTOR.(Liquidated damages shall be assessed for each street in which a leak has been identified.) Recurrence of leakage on more than one occasion for any roadway, or by the same vehicle, shall be cause for increasing the retainage loss by \$500 for each subsequent event during a 3 month period. CONTRACTOR will be responsible for all costs associated with any spill including a third-party emergency clean up contractor;
- xi. Failure to maintain contract-required office hours (Monday through Saturday);
- xii. Failure to staff and maintain local telephones Monday through Saturday and after hours answering service, as required;
- xiii. Failure to initiate clean-up of any spill/leakage within two (2) hours of becoming aware of the spill/leakage or being notified by phone, email, text or verbally of the spill/leakage, whichever occurs first
- xiv. Failure to ensure that equipment, vehicle or operators is/are properly licensed or tagged;
- xv. Failure to provide approved schedules and/or route maps to the CITY, as required;
- xvi. Failure to record customer complaints/messages within four (4) hours of the CONTRACTOR's notification of complaint;
- xvii. Failure to record and maintain accurate, complete and up to date complaint log;
- xviii. Failure to maintain written, up-to-date documentation of fleet maintenance services, including inspections and repairs;

- xix. Littering caused by failure to properly cover vehicles transporting waste materials;
- xx. Failure to notify the CITY of any failure to complete route or schedule service day. Notification must be provided on day failure occurs;
- xxi. Failure to provide requested documents and reports in a timely and accurate manner as consistent with the Request for Proposals.
- xxii. Failure to provide a vehicle with GPS tracking.
- xxiii. Failure to maintain GPS records for each vehicle, as required.

M. **Collection Equipment:** The CONTRACTOR shall utilize new (less than 5,000 miles) collection vehicles approved by the CITY at the contract inception; it is within the exclusive discretion of the CITY to approve vehicles, for the collection and disposal of garbage, trash waste, brush and recyclable materials. All vehicles shall be equipped with live GPS systems that can track and record the vehicle while in service. The CONTRACTOR shall provide CITY with the login or/and software to monitor the live GPS feed during operational hours. The installed systems should provide information on the vehicle's route (including time and location) and should provide the ability to track service stops and relay information on collection needs or issues. (The system should provide the ability to identify service needs such as damaged carts, trash/rubbish piles, bulky waste, etc. — and may be utilized to track/monitor recycling participation by service area). These GPS records shall be maintained for all vehicles for the full contract period. These records shall be maintained at the CONTRACTOR's office and CITY. Copies of these records shall be provided to the CITY at all times and updated daily. If a hard copy is requested by the CITY, copies of these records will be provided at no cost to the CITY.

Vehicles utilized by CONTRACTOR shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health.

In the event the CITY, in its discretion, determines that an adequate number of vehicles are not being utilized, it shall so notify the CONTRACTOR in writing. Within seven (7) days of notification, CONTRACTOR shall submit in writing a plan to address vehicle deficiencies for CITY's consideration and approval. Failure of the CONTRACTOR to implement the approved plan within a period of time acceptable to the CITY shall be considered just cause for termination.

All vehicles utilized by CONTRACTOR shall be maintained in a safe and clean operating condition, and the CITY, at its convenience may inspect such vehicles and review maintenance schedule consisting of daily inspections, routine maintenance records and vehicle repair records.

The CONTRACTOR shall provide a list of all vehicles—make, model, year and total mileage or hours (along with their VIN) that will be used for the collection and transportation in the City.

No vehicles, other than those identified and submitted to the City, shall be allowed or authorized to dispose in the City. CONTRACTOR can submit additional vehicles for approval by the CITY during the term of the contract. All vehicles operating in CITY shall be tagged in Jackson County. CITY will visually inspect equipment prior to the award of the contract.

CONTRACTOR CANNOT use vehicles older than 6 years of age. CONTRACTOR must submit list of equipment, tags, and model number to CITY.

N. **Emergency Plan:** No later than 30 days prior to the beginning of the contract period, the CONTRACTOR shall provide an Emergency/Natural Disaster Plan that outlines, at a minimum, the Contractor's approach to the following:

1. Operational Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
2. Operational Plan for post disaster restoration of solid waste collection services;
3. Fleet/Equipment Management Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
4. Fleet/Equipment Management Plan for post disaster restoration of solid waste collection services;
5. Labor/manpower Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;
6. Labor/manpower Plan for post disaster restoration of solid waste collection services.

O. **Loss or damage by Contract Employees:** CITY shall refer complaints about loss of or damage to public and private property to CONTRACTOR who shall repair or otherwise compensate for all damage to public and private property caused by its employees.

P. **Labor:** In addition to the materials and equipment set out in this RFP, CONTRACTOR shall supply all levels of skill and labor that may be necessary for all solid waste services required under this contract.

Q. **Transportation, Storage and Legal Disposal:** The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract, and shall legally dispose of waste at a state approved facility. Similarly, all transportation and storage functions shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance.

R. **Taxes, Governmental Fees and Charges:** The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes, and charges and fees during the life of this contract. This requirement is a material condition of the Contract. A Privilege License for a solid waste collection company in Gautier is determined by the number of employees based in Gautier at the following fee schedule:

1-3 employees	\$20.00
4-10 employees	\$30.00
11 or more employees	\$30.00 plus \$3.00 per employee over 10, not To exceed \$150.00

S. **Compliance:** The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set in CITY ordinances.

T. **Monthly Report:** CONTRACTOR shall complete and submit the Monthly Contract Report form (*Exhibit F*) to the CITY. CONTRACTOR shall attach to the report a summary of all

customer service requests received that month to include customer address, type of request and CONTRACTOR's resolution. The total number of service requests received should be provided.

- U. **Billing Protocols:** The CITY will bill and collect from the residential units within the service area which are receiving the solid waste collection services set out in this Contract. The CITY shall bill in accordance with the fee schedule established by the City Council. The CITY will remit payment for services provided under this Agreement within forty-five (45) days following the end of the month that a bill is received. No payment shall be provided for non-pickups.
- V. **Discontinuing Collection:** The CONTRACTOR shall discontinue garbage collection at any Residential Unit within 24 hours upon receipt of written notice from the CITY. Upon further written notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.
- W. **Landfill Approval and Tonnage Commitments:** The CONTRACTOR shall identify which legal disposal sites that the CONTRACTOR intends to utilize prior to commencement of services. The proposal price shall include the cost of disposal and the CONTRACTOR is responsible for the disposal.
- X. **Method of Collection of Municipal Solid Waste:** The CONTRACTOR shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the CONTRACTOR shall be picked up immediately by the CONTRACTOR. Hydraulic spills on CITY streets shall be cleaned up by the CONTRACTOR. Garbage receptacles shall be handled carefully by the CONTRACTOR, the container shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. CONTRACTOR shall replace empty containers in an upright position with the lids closed or covered so as to prevent rain from filling and in locations so as to not block drives or entrances to streets and so as to not obstruct the line of sight of the motoring public. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the CONTRACTOR for garbage receptacles, the CONTRACTOR shall be responsible for the timely repair or replacement of said receptacles.
- Y. **Services for Municipal Facilities:** The CONTRACTOR shall provide collection and disposal of Solid Waste from the Municipal Facilities. The type and frequency of the services to be provided to the various Municipal Facilities is as follows:

<u>Location</u>	<u>Type of Service</u>
City Hall	once weekly, 8 cubic yard container
Streets Building	once weekly, 8 cubic yard container 20 yard roll off (as needed)
Public Works Building	once weekly, 8 cubic yard container 20 yard roll off (as needed)
Central Fire Station	once weekly, (residential service)
South Fire Station	once weekly, (residential service)
North Fire Station	once weekly, (residential service)
Frazier Park	once weekly, 8 cubic yard container

Senior Citizens Building	once weekly, 8 cubic yard container
Gautier City Park	once weekly, 8 cubic yard container
Bacot Park to include: (3)	} once weekly, 8 cubic yard containers
Football field, baseball field,	
Boys and Girls Club	
Singing River Mall	20 yard roll off (as needed)
Gautier Police Department	once weekly, 8 cubic yard containers

- Z. Collection Equipment:** The CONTRACTOR shall have on hand at all times and in good working order such equipment as shall permit the CONTRACTOR adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The CONTRACTOR shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

III. CERTIFICATIONS

Respondent warrants and certifies that Respondent and all other persons designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services and that Respondent and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided herein.

IV. INTERRUPTION OF SERVICE: OFFSET FOR CITY'S RESPONSE COSTS

In the event that service is interrupted for any reason for more than forty-eight (48) hours or the CONTRACTOR fails to perform ninety percent (90%) of collection area or route, the CONTRACTOR may be held in default of the Contract. The CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. In addition, the City shall deduct its expenses as charges off-setting the CITY'S obligations otherwise owed the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract upon notice only to the CONTRACTOR. The need for uninterrupted sanitation services to the community is an imperative governmental function of the CITY and in this regard, the requirement for uninterrupted service is a material requirement of the contract and time is of the essence where such services are concerned.

- A. Weather Disruptions or Emergencies:** The CITY shall notify CONTRACTOR to delay or postpone collection due to hazardous roadway conditions or adverse weather situations. If possible, the CITY shall notify the CONTRACTOR no later than 4:00 a.m. of collection day. The CITY will also notify the media of such non-collection days. Upon such CITY notification, the CONTRACTOR shall resume scheduled service if the CITY and CONTRACTOR determine it is feasible and safe.

- B. **Missed Collections:** Should the CONTRACTOR fail to collect on a scheduled day for causes within the CONTRACTOR's control, the CONTRACTOR shall expeditiously complete collection by the end of the following business day or immediately upon CONTRACTOR being notified by the CITY, whichever occurs first. CONTRACTOR shall contact residents by door hangers about non-compliant materials or materials set out after the collection time. CONTRACTOR shall submit a summary of customer complaints and resolutions with its monthly report. Collection Notification is the CONTRACTOR responsible for providing a hand delivered notice to single-family residential units. Notices must be delivered and notated on residents account immediately. CONTRACTOR shall maintain a software program accessible to the CITY.

V. TERMINATION OF CONTRACT

- A. Independent of the CITY'S right to termination for material breach or cause recited elsewhere, and independent of the CITY'S right to offsets described above, this Contract or any portion of it may be terminated, without cause, at the CITY'S discretion by the CITY's giving sixty (60) days written notice to the CONTRACTOR. The CITY retains this discretionary termination option without liability for default.
- B. If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than one hundred and eighty (180) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, according to the terms of this contract.

In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as may be necessary to continue customer services.

VI. PERFORMANCE BOND

- A. If selected, Respondent shall provide a performance bond made payable to the City of Gautier in the sum of the annual amount of the contract executed by a corporate surety, acceptable to CITY, who is licensed pursuant to the laws of Mississippi and relevant federal regulations. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.
- B. In lieu of a statutory Performance Bond, a performance deposit may be tendered in the form of a certified check upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the City of Gautier), or a Certificate of Deposit from such bank or trust company assigned to the CITY or irrevocable letter of credit from a state or national bank or trust company in favor of the CITY.

- C. If a performance deposit is made, instead of a Performance Bond, it shall be returned to the CONTRACTOR upon completion of the contract to the CITY'S satisfaction.

VII. TERM OF CONTRACT

The day ordained by City Council for commencing residential solid waste collection and disposal service for the CITY shall be 1st September 2018. The contract shall be for a six year term ending on September 1, 2024.

CONTRACTOR understands and agrees that the only adjustments to terms under this contract may be the CONTRACTOR's compensation amount, based on the adjustment in the number of residential units serviced or enlargement of the service area.

VIII. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 3330 Hwy 90 on June 12th, 2018, at 10:00 a.m. central time in the City of Gautier Council Chambers. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. CITY'S responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the CITY'S website at <http://www.gautier-ms.gov>. Respondents who do not have access to the Internet must notify CITY in accordance with Section XII, Restrictions on Communication, if Respondent wishes to receive copies of CITY'S responses by mail. Attendance at the Pre-Submittal Conference is optional.

Any oral responses given by CITY staff at the Pre-Submittal Conference shall be tentative. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the CITY. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CITY shall not be binding on the CITY.

IX. SUMMARY OF PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit the Respondent Qualification General Questionnaire found in RFP *Attachment A*.
- B. LITIGATION DISCLOSURE: Complete and submit the Litigation Disclosure Form found in RFP *Attachment B*. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.

- C. REGULATORY COMPLIANCE: By submitting to this proposal, Respondent acknowledges that it shall comply with the Regulatory Compliance and Criminal History Warranty Form found in RFP *Attachment C*.
- D. PRICING SCHEDULE Complete and submit the Pricing Schedule Form found in RFP *Attachment D*.
- E. EXPERIENCE, BACKGROUND, QUALIFICATIONS: Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team, **including sub-CONTRACTORS**, or joint venture.
1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant projects of similar size and scope performed over the past four years and identify personnel assigned to each project and their role.
 2. Describe Respondent's experience with providing residential solid waste collection services to public entities clients, especially comparably sized municipalities. If Respondent has provided services for the CITY in the past, identify the name of the project and the department for which Respondent provided those services.
 3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
 4. Provide three (3) references, for which Respondent has provided similar services. Include current phone number and e-mail address for each reference.
 5. State the number and professional qualifications (to include solid waste licenses, other pertinent certifications and associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
 6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- F. PROPOSED PLAN FOR SERVICE DELIVERY: Prepare and submit the following:
1. Operational Plan: Submit a narrative of the methodology that will be used for all solid waste collection services for garbage, brush and bulky items. The proponent should outline how each service will be accomplished and performed by providing the following information:
 - a. Semi-Automated Garbage Collection
 - 1) Route description including proposed days of service
 - 2) Times and hours of daily operation
 - 3) List of collection equipment capacity dedicated to the service area
 - 4) Number of crews dedicated to the service the service area
 - 5) Crew size and description
 - b. Other Collection Services (brush and bulky item and white goods collection, etc.)
 - 1) Route description including proposed days of service

- 2) Times and hours of daily operation
- 3) List of collection equipment capacity dedicated to the service area
- 4) Number of crews dedicated to the service the service area

c. Identification of Landfills, Disposal Sites and Waste Reduction Processors, if any

2. Customer Service Office and Procedures

- 1) Hours of operation
- 2) Staffing Plan based upon anticipated call volume
- 3) Outline procedure for recording, assigning, and tracking customer service requests during and after regular business hours
- 4) Provide evidence of the ability to respond to service requests within the Service Level Agreement Time Commitments contained in this RFP
- 5) Identify Emergency contacts and provide telephone numbers for contact on a 7 day, 24 hour basis

G. ANNUAL FINANCIAL INFORMATION: Respondent shall submit its most recent annual financial statement. An audited financial statement is preferred.

H. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the respondent for the types of coverages and at the levels specified in RFP *Attachment E* if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP *Attachment G*. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP *Attachment H*.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION, IN THE DISCRETION OF THE CITY.

X. CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received regarding this RFP may be posted on the CITY'S website at <http://www.gautier-ms.gov>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify CITY in accordance with Section XII., Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

The Contract Documents for this agreement shall consist of this RFP, its amendments and addenda, if any, and the Integration Agreement providing for negotiated changes and consolidation of the various contract writings, which Integration Agreement shall be duly executed by the parties' appropriate representatives.

XI. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, and ten (10) copies of the Proposal, in a sealed package, clearly marked on the front of the package *Municipal Solid Waste Collection and Disposal Services*. All Proposals must be received in the Purchasing Office no later than 3:00 p.m., central time, June 26, 2018. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Purchasing Office prior to the deadline set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City of Gautier, Attn: Purchasing Agent
P.O. Box 670
Gautier, MS 39553

Physical Address:

City of Gautier, Attn: Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than 1" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Mississippi Secretary of State and Mississippi State Auditor. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings.

Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its Contract's performance upon the CITY'S learning of the misrepresented identity of the CONTRACTOR. The CITY will not allow a CONTRACTOR whose identity is bogus to perform or purport to perform the governmental functions of this contract to the CITY'S detriment. Misrepresented identity calls into question supporting documents and insurance commitments made by underwriters and others to the purported Contractor thereby affecting the CITY'S interests.

- a. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- b. All proposals become the property of the CITY upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the CITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Mississippi Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Mississippi law, or pursuant to a Court order.
- c. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

XII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with CITY staff or council regarding the RFP or Proposals, with the following exceptions:

- a. Questions concerning this RFP shall be directed, in writing, to the City Manager, 3330 Hwy 90, Gautier, MS 39553 or via e-mail at sfarabee@gautier-ms.gov. No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on June 8th, 2018, to allow ample time for distribution of answers and/or amendments to this RFP. Communication with the CITY'S Contact Person after the deadline for questions is not permitted. Respondents wishing to receive copies of the questions and subsequent responses must notify the CITY'S Contact Person in writing prior to the date and time the questions are due.
- b. Respondent shall not contact CITY employees or council before an award has been made, except as set out in paragraph A of this section. (This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents). Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.

- c. The CITY reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CITY. If Respondent is contacted by the CITY for clarification or negotiation, Respondent shall promptly respond.

XIII. EVALUATION CRITERIA

The CITY will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CITY may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the CITY elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The CITY may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CITY reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of Gautier City Council.

Evaluation criteria:

- A. Experience, Background, and Qualifications
- B. Proposed Plan for Service Delivery
- C. Evaluation of the Proposed Pricing Schedule
- D. Compliance and Acceptance of the terms contained in this RFP

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. CITY reserves the right to award one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent whose Proposal is deemed most advantageous to CITY, as determined by the CITY or, its selection committee, upon approval of the City Council.
- C. CITY may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CITY. However, final selection of a Respondent is subject to City Council approval.
- D. CITY reserves the right to accept one or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute the contract in substantially the form as set forth in this RFP as compiled in the Integration Agreement with amendments and addenda, if any immediately following City Council award. No work shall commence until CITY signs the Contract Document(s) and the successful Respondent provides the necessary evidence of insurance

as required in this RFP and the Contract. Contract Documents are not binding on CITY until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within thirty days of selection, the CITY reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit CITY to enter into a Contract, award any services related to this RFP, nor does it obligate CITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful respondent must be able to formally invoice the CITY for services rendered.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the City of Gautier prohibits any appointed city official or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. An appointed official or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subCONTRACTOR on a City contract, a partner or a parent or subsidiary business entity.
- J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- K. Independent CONTRACTOR. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent CONTRACTOR(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others, or to hold out to third parties, that it has such authority.

XV. ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Depending on the provisions of the order initially approving the instant contract, any such described assignment, transfer, sale, merger, or change shall require approval from the City Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other

briefing document describing the proposal or executed agreement with sufficient detail to afford the City opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY’s approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger or sale or other event affecting the CITY’s contract with the CONTRACTOR.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be adverse to the CITY’s interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review, and approval procedure is acknowledged by the CONTRACTOR to be void ab initio and CONTRACTOR shall risk termination at the CITY’s option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORS by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing the use of specific subCONTRACTORS used or intended to be used to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

XVI. TENTATIVE SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	5 th June 2018
Final Questions Accepted	8 th June 2018 Noon
Pre-Submittal Conference	12 th June 2018 10:00 AM City Hall Council Chamber 3330 Hwy 90 Gautier, MS 39553
Proposals due	26 th June 2018 3:00 PM
City Council Consideration	3 rd July 2018

XVII. RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following termination date.

XVIII. INDEMNITY

CONTRACTOR shall agree to and afford the City all indemnification and other rights afforded in RFP *Attachment F*.

XIX. APPLICABLE LAW

Any dispute arising from this contract, the interpretation of any terms in any contract document, or any litigation arising from the performance or nonperformance of this contract shall be subject to the laws of the State of Mississippi. Any and all actions pertaining to these matters must be filed in the courts of Jackson County, Mississippi.

XX. GLOSSARY

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

- A. **BRUSH:** Brush and bulky items set at the curb, including trimmings and severed parts of all domestically cultivated trees and shrubbery: Severed brush and all such items placed in CITY right-of-way, for which a responsible party may not be identified. This definition also includes accumulation of all waste wood, discarded furniture, grass cuttings and branches along with other household and yard related wastes which comprise the regulatory definition of municipal solid waste, excluding commercial construction waste and remodeling or demolition debris.
- B. **BULKY ITEMS AND WHITE GOODS:** During brush and bulky item collection, household items consisting of large appliances, commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, mattresses, television sets, cathode ray tubes and tires shall be picked up. The items have no size or weight limitations but are limited to residential and domestic items. CONTRACTOR shall recover and recycle Freon from refrigeration appliances, when appropriate. Metal goods and tires must be recycled when possible.
- C. **CITY:** THE CITY OF GAUTIER, MISSISSIPPI.
- D. **COMMERCIAL UNITS:** A commercial unit is a non-residential unit receiving CITY services. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units shall receive service from the CONTRACTOR on the same scheduled basis as do domestic units, and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR. Commercial locations shall be limited to same conditions as residual Commercial units will be eligible for the CITY residential collection if they generate no more than 96 gallons of solid waste per week. Beyond that amount the CONTRACTOR can negotiate for an increased number of containers or a separate commercial contract.
- E. **CONTRACTOR:** The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.
- F. **DISPOSAL SITE and CONTRACTUAL TONNAGE COMMITMENTS:** The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility.
- G. **HAZARDOUS WASTE AND INDUSTRIAL WASTE:** Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or

special disposal treatment. Industrial waste is waste so defined by the Mississippi Department of Environmental Quality (MDEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.

- H. MONTHLY SOLID WASTE FEES: Monthly fees charged by the CITY to all single-family residential units and commercial units receiving solid waste services.
- I. MUNICIPAL SOLID WASTE: Municipal solid waste means any garbage, refuse, industrial lunchroom or office waste, household waste, household hazardous waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities; provided that 'municipal solid waste' does not include the following: (A) Radioactive waste; (B) Hazardous waste; (C) Infectious waste; (D) Industrial waste.
- J. OUT-OF-CYCLE SERVICE: Customer requests for collection of brush, bulky items and white goods are available in addition to the weekly brush and bulky item and white goods collection schedule. A free estimate on the service cost is provided to residents. A fee is charged based on the size of the load and prices fixed in an order passed by City Council (See *Exhibit D* for Out-of-Cycle fee schedule summary). The quality of Out-of-Cycle service is to be equivalent to that provided by the CITY and charges shall be collected directly by the CONTRACTOR from the requesting customer. Fees shall be identical to the CITY's authorized fee schedule. Within 48 hours of customer's pre-payment, the CONTRACTOR shall perform collection of the Out-of-Cycle request.
- K. PRODUCER – (GENERATOR): A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential garbage, or is a business unit that uses CITY contracted services to dispose of municipal solid waste.
- L. REQUEST FOR PROPOSAL (RFP) AND CONTRACT DOCUMENTS: Contract Documents consist of this RFP, all attachments, written addenda and amendments thereto, if any, all of which when supplemented with a fully executed Integration Agreement, duly signed by the parties, comprise their complete understanding.
- M. RESIDENTIAL GARBAGE AND REFUSE: All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.
- N. RESIDENTIAL UNIT: These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters. Garbage collection services to single-family, residential units will be billed directly by the CITY.
- O. SEMI-AUTOMATED COLLECTION: Collection of waste material through the use of a vehicle equipped with tipper(s) on the rear of the vehicle. The cart is manually placed on the tipper which then empties a specially designed cart mechanically. The cart is then returned to the curb by the collection crew.
- P. STORM DAMAGE DEBRIS COLLECTION: Storm damage refers to damage and debris produced by strong winds, rain, hail, lighting, flooding, storm, tornadoes or hurricanes

experienced by an area as identified by the City Manager. The cost for this service is to be included in the CONTRACTOR's bid price.

EXHIBITS

Exhibit A

Map of Gautier and Days of Collection

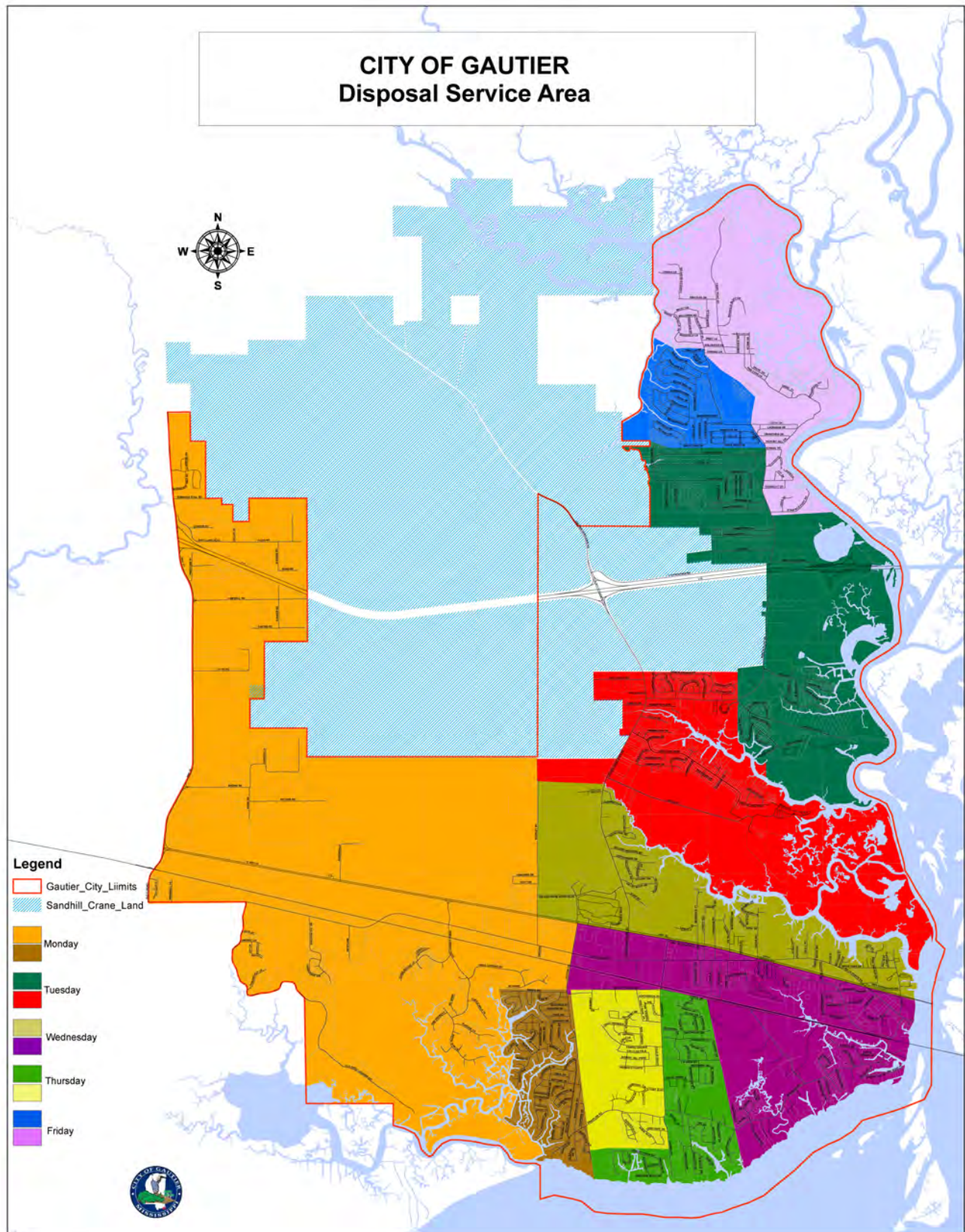


Exhibit B

Summary of services To Be Provided by the Contractor

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Semi-automated or manual residential Garbage Collection and Disposal:	Once a Week	Included in Monthly Fee
Curbside recycling – collection includes 65+ gallon container	Once /Week	Included in Monthly Fee
Curbside Brush and Bulky items and White Goods Collection Notice to Contract Area	Once /Week	Included in Monthly Fee
Community and City Clean-up including Neighborhood Sweeps	As notified by CITY	Included in Monthly Fee
Out of Cycle Brush, Bulky Item or White Goods Collection & Disposal	Monday-Friday, Within 48 hrs receipt of payment from resident	In Accordance with Fee Schedule (Exhibit E)
Customer Service Office	On call Basis; Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee
Storm Damage Clean up and Disposal	As notified by City	Included in Monthly Fee
Christmas Tree Collection & Recycling	As required	Included in Monthly Fee
Comfort Stations, trash cans & hand washing stations	As required	Included in Monthly Fee

EXHIBIT C

GARBAGE AND RECYCLING COLLECTION HOLIDAY SCHEDULE

To provide the highest level of customer service and to reduce the impact of make-up days the following holidays may be taken by Contactor Collection Personnel. The CONTRACTOR may opt to not work the following holidays, but shall propose a make-up collection schedule, acceptable to the city.

Holiday

Martin Luther King
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

OTHER SPECIAL EVENTS

EVENT	DAY	DATE	Scheduled Work Day
Christmas Tree Collection	Thursday	January 3, 2019	As required
City- wide Clean up (For one week beginning on Saturday)	Saturday	April 20, 2019	As required

CONTRACTOR shall provide comfort stations, trash can and hand washing stations for CITY Events at no cost to the CITY.

CITY shall update calendar on an annual basis. Special events dates may be revised.

Please note that the annual Christmas Tree Collection is usually performed on the first Wednesday of January and the City-wide Clean up event is usually held the third Saturday of each April.

EXHIBIT D

Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection

Category	Fee
Single item pick up, white good, or other item ups to 8 cubic yards (cy)	\$50.00
Up to 16 cy	\$75.00
Up to 24 cy	\$100.00
Up to 32 cy	\$125.00

Exhibit E

Service Level Agreement (SLA) Time Commitments

Any Breach of this RFP that is not specified will revert to the paragraph below.

Each request, work order or complaint shall be answered within the 24-hour time frame. Each failure to comply with the above the 24-hour time frame will result in a penalty of \$100.00 which will be deducted from the next invoice. Failure to resolve the request, work order or complaint within the 24-hour time frame, request, work order or complaint will be considered a violation and each additional 24-hour period in which the CONTRACTOR will be considered as a separate and distinct violation.

EXHIBIT F

Monthly Contract Report

Contact Area: _____ Company: _____ Month: _____ Year: _____

1. TOTAL WASTE OR GARBAGE COLLECTION:

a) Tons Collected _____

b) Total Number of garbage set-outs by homes picked during month: _____

2. BRUSH COLLECTION (Disposed at the Landfill):

a) Brush Collection Tons Collected _____

b) Other (Christmas Tree, Storm Damage, etc.) Tons Collected _____

c) TOTAL Tons Collected _____

3. NUMBER OF CONTRACTED RESIDENTIAL UNITS _____

4. AVERAGE NUMBER OF HOMES PICKED UP DURING THE WEEK: _____

5. TOTAL WASTE STREAM (Tons per Month) _____

6. TOTAL RECYCLABLE (Tons per Month) _____

ATTACHMENTS

RFP ATTACHMENT A

Respondent Qualification General Questionnaire

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone/FAX: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Mississippi?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in Gautier, Mississippi?
Yes____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Gautier office?

____ (years) ____ (months)

c. State the number of full-time employees at the Gautier office. _____
8. a. If the Company does not have a Gautier office, does the Company have an office located in Jackson County, Mississippi?
Yes____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Jackson County office?

____ (years) ____ (months)

c. State the number of full-time employees at the Jackson County office. _____
9. Has the Company or any of its principals been debarred or suspended from contracting with

any public entity? Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

RFP ATTACHMENT B

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Gautier or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Gautier or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT C

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to City

- (a) **Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. **By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, CONTRACTOR must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the CONTRACTOR except that the City shall duly pay CONTRACTOR for work or services performed to date of termination, should the City determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

- (b) **Criminal Histories. Pending and Resolved; Termination. CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the City's payment to CONTRACTOR for services or work performed up to date of termination.**
- (c) **Voidable Contract: CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. CONTRACTOR understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to City and due to the City's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.**

RFP ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

- 1. Monthly contract rate per residential unit to be charged for the type of Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	Price for Solid Waste Services per unit (Semi-Automated Collection)
Semi-Automated	
Curbside recycling once a week	Included in price
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.	Included in price
Community, City-wide clean-up events and Christmas Tree disposal and storm debris cleanup as set forth in Sec. II G of the RFP	Included in price
(Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)	
Comfort stations, trash cans and hand washing stations for CITY events	Included in price
Total per unit per month	
Total monthly charge to city based on 6500 units	
Additional Cart Cost billed directly by CONTRACTOR to resident	

- 2. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)**

RFP ATTACHMENT E

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing Department, 3330 Hwy 90 MS 39553, Attn: Sherry Farabee, which shall be clearly labeled Municipal Solid Waste Collection, Disposal Services for the City of Gautier 2018 in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing Department, Attn: Sherry Farabee, and no officer or employee shall have authority to waive this requirement.

The CITY reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will CITY allow modification whereupon CITY may incur increased risk.

Respondent's financial integrity is of interest to the CITY, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the CITY, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Mississippi.

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000.000.
Bodily Injury Liability	\$1,000.000.each occurrence
except automobile	\$1,000.000.aggregate
Property Damage Liability	\$1,000.000.each occurrence
except automobile	\$1,000.000.aggregate
Automobile Bodily Injury	\$1,000.000.each person
Liability	\$1,000.000.each occurrence
Excess Umbrella Liability	\$1,000.000.each occurrence

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or

exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to CITY at an address provided by CITY within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the CITY and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Gautier where the CITY is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by CITY, Respondent shall notify the CITY of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at both of the following addresses:

City of Gautier	City of Gautier
City Clerk	Public Works Manager
Municipal Solid Waste Collection, Disposal Services for the Gautier Area 2018	Municipal Solid Waste Collection, Disposal Services for the City of Gautier Area 2018
3330 Hwy 90	3305 Gautier Vancleave Rd
Gautier, MS 39553	Gautier, MS 39553

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subCONTRACTORS' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F INDEMNIFICATION REQUIREMENTS

RESPONDENT / PROPONENT, if selected, hereafter referred to as RESPONDENT OR CONTRACTOR, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subCONTRACTOR of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Mississippi Law and without waiving any defenses of the parties under Mississippi Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, known to RESPONDENT, related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR / RESPONDENT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENCE ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this contract.

RFP ATTACHMENT G

SIGNATURE PAGE

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
- ☐ Partnership or Joint Venture
- ☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____
Printed Name: _____
Title: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)
Printed Name: _____
Title: _____

Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
4. Respondent agrees to fully and truthfully submit a Respondent Qualification General Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
[Insert Tab]	Respondent Qualification General Questionnaire (RFP Attachment A)	
[Insert Tab]	Litigation Disclosure (RFP Attachment B)	
[Insert Tab]	Pricing Schedule (RFP Attachment D)	
[Insert Tab]	Experience, Background, Qualifications	
[Insert Tab]	Proposed Plan for Service Delivery	
[Insert Tab]	Annual Financial Statement	
[Insert Tab]	Proof of Insurability (Letter and Copy of Current Certificate of Insurance	
[Insert Tab]	*Signature Page (& Resolution, if applicable) (RFP Attachment G)	
[Insert Tab]	Proposal Checklist (RFP Attachment H)	
	One (1) Original and seven(7) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

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 Colledge seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 105-2018

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 Colledge** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	181951	06/05/2018	05/16/2018			89.57	
	Account Number 001-100-699	Description MAY 2018 SUBSTN: #107718827		Invoice # 05012018	Date 05/08/2018	P.O.	Amount	89.57
001	CABLE ONE INC	181952	06/05/2018	05/16/2018			56.20	
	Account Number 001-100-699	Description MAY CABLE BOX: #118476316		Invoice # 05012018	Date 05/08/2018	P.O.	Amount	56.20
001	CABLE ONE INC	181953	06/05/2018	05/16/2018			204.06	
	Account Number 001-100-699	Description MAY 2018: #107718371		Invoice # 05012018	Date 05/08/2018	P.O.	Amount	204.06
001	AT&T	181966	06/05/2018	05/21/2018			30.95	
	Account Number 001-100-699	Description NCIC TELECOM SERVS		Invoice # 2284970262	Date 05/14/2018	P.O.	Amount	30.95
001	AT&T	181967	06/05/2018	05/21/2018			96.49	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284977070	Date 05/14/2018	P.O.	Amount	96.49
001	AT&T	181970	06/05/2018	05/21/2018			169.74	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 05/14/2018	P.O.	Amount	169.74
001	SOUTHERN PEST CONTROL INC	181973	06/05/2018	05/22/2018			403.30	
	Account Number 001-092-698	Description CITY FACILITIES		Invoice # 330616	Date 05/21/2018	P.O.	Amount	403.30
001	GLOBALSTAR	181974	06/05/2018	05/22/2018			82.80	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0009344400	Date 05/16/2018	P.O.	Amount	82.80
001	C SPIRE WIRELESS	181984	06/05/2018	05/25/2018			555.50	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 05/12/2018	P.O.	Amount	555.50
001	AT&T	181985	06/05/2018	05/25/2018			2,581.25	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 05/14/2018	P.O.	Amount	2,581.25
001	MAGNOLIA AD STUDIO LLC	181986	06/05/2018	05/29/2018			1,500.00	
	Account Number 001-021-615	Description MAY 2018: ADVERTISING PKG		Invoice # 911	Date 05/01/0188	P.O.	Amount	750.00
	Account Number 001-021-615	Description JUN 2018: ADVERTISING PKG		Invoice # 918	Date 05/22/2018	P.O.	Amount	750.00
001	PASCAGOULA RIVER AUDUBON CENTER	181987	06/05/2018	05/29/2018			1,000.00	
	Account Number 001-170-645	Description SPONSORSHIP (BUDGETED)		Invoice # FY 2018	Date 05/14/2018	P.O.	Amount	1,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	181988	06/05/2018	05/29/2018			3,747.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-525	UNL FUEL	NP53273383	05/14/2018			33.79	
	001-100-525	UNL FUEL	NP53273383	05/14/2018			2,792.12	
	001-161-525	UNL & DSL FUEL	NP53273383	05/14/2018			633.18	
	001-170-525	UNL & DSL FUEL	NP53273383	05/14/2018			209.68	
	001-205-525	UNL FUEL	NP53273383	05/14/2018			78.53	
001	FUELMAN	181990	06/05/2018	05/29/2018			3,880.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP53345828	05/28/2018			135.79	
	001-100-525	UNL FUEL	NP53345828	05/28/2018			2,850.48	
	001-161-525	UNL & DSL FUEL	NP53345828	05/28/2018			645.19	
	001-170-525	UNL & DSL FUEL	NP53345828	05/28/2018			144.90	
	001-205-525	UNL & DSL FUEL	NP53345828	05/28/2018			104.06	
001	FUELMAN	181992	06/05/2018	05/29/2018			3,561.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP53307717	05/21/2018			64.30	
	001-100-525	UNL FUEL	NP53307717	05/21/2018			2,656.20	
	001-161-525	UNL & DSL FUEL	NP53307717	05/21/2018			687.25	
	001-170-525	UNL FUEL	NP53307717	05/21/2018			105.07	
	001-205-525	UNL FUEL	NP53307717	05/21/2018			48.53	
001	CLYDE C SCOTT INSURANCE AGENCY INC	181997	06/05/2018	05/29/2018			5,700.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	SURETY BOND RENEWAL	28418	05/14/2018			5,700.00	
001	CLYDE C SCOTT INSURANCE AGENCY INC	181998	06/05/2018	05/29/2018			1,750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	SURETY RENEW: TORJUSEN	28693	05/16/2018			250.00	
	001-092-625	SURETY RENEW: COLLEDGE	28694	05/16/2018			250.00	
	001-092-625	SURETY RENEW: MARTIN	28695	05/16/2018			250.00	
	001-092-625	SURETY RENEW: GEORGE	28696	05/16/2018			250.00	
	001-092-625	SURETY RENEW: JACKSON	28697	05/16/2018			250.00	
	001-092-625	SURETY RENEW: VAUGHAN	28698	05/16/2018			250.00	
	001-092-625	SURETY RENEW: ANDERSON	28699	05/16/2018			250.00	
001	OVERHEAD DOOR COMPANY OF HATTIESBURG INC	181999	06/05/2018	05/29/2018			458.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	REPAIR DOOR #1: NORTH STN	86360	05/21/2018			458.50	
001	FOSTERS A/C & HEATING INC	182000	06/05/2018	05/29/2018			197.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	SERVICE CALL-LEAK SEARCH	W1030704	05/15/2018			167.00	
	001-100-635	ADD 1LB R410A	W1030704	05/15/2018			30.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	182001	06/05/2018	05/29/2018			470.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	FFO200-01 RENTAL FEE	INV2468179	05/04/2018			470.88	
001	MSC 7511	182002	06/05/2018	05/29/2018			163.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FNK100-01 RENTAL FEE	INV2489406	05/20/2018			145.10	
	001-100-699	MPC2504EX USAGE:B/W	INV2489406	05/20/2018			12.61	
	001-100-699	MPC2504EX USAGE:CLR	INV2489406	05/20/2018			5.97	
001	DELTA COMPUTER SYSTEMS INC	182008	06/05/2018	05/29/2018			455.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	ACCTG SOFTWARE MAINT	MN129431	05/15/2018			315.00	
	001-092-698	VOTER REG SOFTWARE MAINT	MN129431	05/15/2018			20.00	
	001-092-698	PRIV LICENSE SOFTWARE MAINT	MN129432	05/15/2018			120.00	
001	TYLER TECHNOLOGIES INC	182010	06/05/2018	05/29/2018			259.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	E-GOV IPAD SAAS FEE (3MTHS)	025-222780	06/01/2018			173.00	
	001-090-698	E-GOV SERVER SAAS FEE(3MTHS)	025-222780	06/01/2018			86.50	
001	PAULA S YANCEY	182025	06/05/2018	05/30/2018			555.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-681	PER DIEM: WASHINGTON DC	05092018	05/09/2018			5.62	
	001-021-681	BAGGAGE CHECK FEE (2)	05092018	05/09/2018			50.00	
	001-021-681	PER DIEM: LAS VEGAS "RECON"	05242018	05/24/2018			163.87	
	001-021-681	HOTEL: WESTGATE LAS VEGAS	05242018	05/24/2018			154.16	
	001-021-681	BAGGAGE CHECK FEE (3)	05242018	05/24/2018			75.00	
	001-021-681	CAB FARE - 6 TRIPS	05242018	05/24/2018			106.65	
001	SCOTT ANKERSON	182026	06/05/2018	05/30/2018			425.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-681	PER DIEM: LAS VEGAS "RECON"	05242018	05/24/2018			156.96	
	001-090-681	HOTEL: WESTGATE LAS VEGAS	05242018	05/24/2018			154.16	
	001-090-681	BAGGAGE CHECK FEE	05242018	05/24/2018			25.00	
	001-090-681	AIRPORT PARKING FEE	05242018	05/24/2018			40.00	
	001-090-681	MONORAIL,CAB FARE - 3 TRIPS	05242018	05/24/2018			49.85	
001	SINGING RIVER ELECTRIC COOPERATIVE	182027	06/05/2018	05/30/2018			755.37	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	BROWN FD 95237002	05152018	05/22/2018			335.52	
	001-161-631	MARTIN BLUFF FD 58380001	05162018	05/23/2018			198.06	
	001-201-629	SIGNAL LIGHTS 17546	05162018	05/23/2018			32.78	
	001-092-631	CITY LIMIT SIGN 17546	05162018	05/23/2018			28.60	
	001-100-631	MBLUFF SUB STN 58521002	05162018	05/23/2018			160.41	
001	SINGING RIVER ELECTRIC COOPERATIVE	182028	06/05/2018	05/30/2018			8,251.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	05182018	05/24/2018			5,207.19	
	001-201-629	SIGNAL LIGHTS 10054	05182018	05/24/2018			746.62	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	182028	06/05/2018	05/30/2018			8,251.01	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-631	CITY HALL 10054	05182018	05/24/2018				951.14
	001-170-631	FRAZIER PARK 10054	05182018	05/24/2018				48.10
	001-170-631	SENIOR BLDG 10054	05182018	05/24/2018				478.84
	001-161-631	CENTRAL FD 10054	05182018	05/24/2018				398.27
	001-170-631	CITY PARK 10054	05182018	05/24/2018				105.28
	001-092-631	PUBLIC WORKS 10054	05182018	05/24/2018				286.48
	001-092-631	HWY 90 SIGN 10054	05182018	05/24/2018				29.09
001	SINGING RIVER ELECTRIC COOPERATIVE	182029	06/05/2018	05/30/2018			2,327.98	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	05182018	05/24/2018				1,536.25
	001-201-629	SIGNAL LIGHT 89113001	05182018	05/24/2018				54.91
	001-170-631	CITY PARK RESTRMS 89912001	05182018	05/24/2018				348.90
	001-201-633	STREET LIGHTS 90345002	05182018	05/24/2018				184.40
	001-092-631	RECORDS BLDG 90790001	05182018	05/24/2018				168.55
	001-170-631	FRAZIER RESTRMS 98546001	05182018	05/24/2018				34.97
001	SINGING RIVER ELECTRIC COOPERATIVE	182030	06/05/2018	05/30/2018			1,116.32	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	05182018	05/24/2018				111.48
	001-201-633	DOLPHIN ST 94988002	05182018	05/24/2018				104.59
	001-201-633	DOLPHIN ST 94989002	05182018	05/24/2018				105.60
	001-201-633	DOLPHIN ST 94990002	05182018	05/24/2018				535.67
	001-201-633	WM PAYNE 100244001	05182018	05/24/2018				107.29
	001-201-633	WM PAYNE 100245001	05182018	05/24/2018				151.69
001	SINGING RIVER ELECTRIC COOPERATIVE	182031	06/05/2018	05/30/2018			1,370.74	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD 76008001	05202018	05/25/2018				237.66
	001-170-631	BACOT PARK 10137	05202018	05/25/2018				1,007.35
	001-201-629	SIGNAL LIGHTS 10138	05202018	05/25/2018				102.23
	001-170-631	BACOT SPLASHPAD 103751001	05202018	05/25/2018				23.50
001	AT&T	182044	06/05/2018	05/30/2018			1.94	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	LONG DISTANCE	2284978000	05/18/2018				1.94
001	CAN'T MISS EMBROIDERY	182047	06/05/2018	05/30/2018			504.76	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	POLO SHIRT: EXPLORER LOGO (8)	20531	05/15/2018	180745			207.84
	001-100-535	POLO SHIRT: EXPLORER LOGO	20531	05/15/2018	180745			27.98
	001-100-535	SS T-SHIRT: EXPLORER LOGO (8)	20531	05/15/2018	180745			72.00
	001-100-535	SS T-SHIRT: EXPLORER LOGO	20531	05/15/2018	180745			11.50
	001-100-535	LS T-SHIRT: EXPLORER LOGO (8)	20531	05/15/2018	180745			88.00
	001-100-535	LS T-SHIRT: EXPLORER LOGO	20531	05/15/2018	180745			13.50
	001-100-535	POLO SHIRT: BADGE & COMM (3)	20531	05/15/2018	180745			83.94
001	REYNOLDS WHOLESALE CO	182049	06/05/2018	05/30/2018			417.24	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-559	CS 6/1 GAL VB BLEACH (2)	59332	05/15/2018	180823			21.00
	001-170-559	CS 4/1 GAL ODO BAN	59332	05/15/2018	180823			51.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	182049	06/05/2018	05/30/2018			417.24	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS BROWN MF TOWEL (2)	59332	05/15/2018	180823		39.90	
	001-170-559	CS 100/CT 38X58 CAN LINER (3)	59332	05/15/2018	180823		98.85	
	001-170-559	CS 12/8" BROWN TOWEL (3)	59332	05/15/2018	180823		71.85	
	001-170-559	CS JUMBO JR TISSUE (3)	59332	05/15/2018	180823		76.50	
	001-170-559	CS HS TISSUE	59332	05/15/2018	180823		40.50	
	001-170-559	TRIGGER SPRAY BOTTLE (6)	59332	05/15/2018	180823		8.94	
	001-170-559	100/CT PLASTIC KNIVES (2)	59327	05/14/2018	180817		7.90	
001	MID SOUTH UNIFORM & SUPPLY INC	182051	06/05/2018	05/30/2018			295.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SS NAVY SHIRT (3)	575963	04/16/2018	180702		133.77	
	001-100-535	NAVY PANT BLUE STRIPE (3)	575963	04/16/2018	180702		130.62	
	001-100-535	SEW ON PATCH (6)	575963	04/16/2018	180702		6.00	
	001-100-535	NAVY BRAID (3)	575963	04/16/2018	180702		12.75	
	001-100-535	LT BLUE BRAID (3)	575963	04/16/2018	180702		12.75	
001	MS FIRE ACADEMY	182052	06/05/2018	05/30/2018			574.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FIRE OFFICER BOOK 3E	34586	05/09/2018	180779		74.00	
	001-161-681	FF 1001-I-II: NORTHINGTON, Z	26120	05/29/2018	180070		500.00	
001	GULF COAST BUSINESS SUPPLY CO	182053	06/05/2018	05/30/2018			135.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	12CT 409 CLEANER 32OZ	168403	05/08/2018	180789		36.99	
	001-092-510	CS 4/1 GAL PINE CLEANER (8)	168403	05/08/2018	180789		42.64	
	001-092-510	4CT WINDEX 128OZ	168403	05/08/2018	180789		55.99	
001	CUSTOM PRODUCTS CORPORATION	182055	06/05/2018	05/30/2018			2,064.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	VAN RESIST NUT BREAKAWAY (300)	304286	05/14/2018	180807		210.00	
	001-201-565	FREIGHT	304286	05/14/2018	180807		11.05	
	001-201-565	18 X 24 NO PASSING (6)	304500	05/17/2018	180803		226.02	
	001-201-565	18 X 24 ONE LANE ONLY (6)	304500	05/17/2018	180803		226.02	
	001-201-576	SPEED BUMP 6' (10)	304500	05/17/2018	180803		1,150.50	
	001-201-576	FREIGHT	304500	05/17/2018	180803		94.86	
	001-201-576	14" REBAR SPIKE (50)	304500	05/17/2018	180803		146.00	
001	NAFECO INC	182057	06/05/2018	05/30/2018			89.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	FC BLACK COMMAND PANT	929371	05/14/2018	180810		42.00	
	001-161-535	LS SOUTHEASTERN SHIRT	929371	05/14/2018	180810		35.00	
	001-161-535	SHIPPING	929371	05/14/2018	180810		12.00	
001	GOODYEAR AUTO CENTER	182058	06/05/2018	05/30/2018			1,155.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SET P235/55R17 EAGLES: U #R20	201037	05/16/2018	180829		532.00	
	001-100-638	SET P225/60R18 EAGLES: U #59	201014	05/15/2018	180811		569.28	
	001-100-638	WHEEL ALIGNMENT: U #59	201014	05/15/2018	180811		54.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GREGGS AFFORDABLE AUTO GLASS	182059	06/05/2018	05/30/2018			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	NEW WINDSHIELD: FD 50		39172	05/21/2018	180836		165.00
001	PASCAGOULA TIRE & SERVICE INC	182060	06/05/2018	05/30/2018			1,572.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET TRANSFORCE HT: PD VAN		80650	05/10/2017	180802		542.00
	001-161-638	SET FS DESTINATION LE2: FD 50		80768	05/23/2018	180835		428.08
	001-161-638	SET 17" FORD RIMS: FD 50		80768	05/23/2018			602.00
001	BAYOU CONCRETE LLC	182061	06/05/2018	05/30/2018			672.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-701	6 YD 3000 PSI: BACOT PARK		157948	05/23/2018	180834		672.00
001	SOUTHERN WATERWORKS SUPPLY INC	182062	06/05/2018	05/30/2018			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	SINGLE SIDE STRAW MATT (2)		75056	05/07/2018	180784		70.00
	001-201-559	SINGLE SIDE STRAW MATT (4)		75543	05/14/2018	180805		140.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182064	06/05/2018	05/30/2018			1,037.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	BROTHER TN221Y CART YEL		3370828300	03/03/2018	180519		55.45
	001-040-500	CRT RTN: BRO TN221Y CART YEL		3376936954	05/03/2018	180519		-55.45
	001-021-500	BROTHER TN221BK CART BLACK (2)		3377015811	05/04/2018	180781		141.90
	001-100-500	CS COPY PAPER 8.5X11 (6)		3377733495	05/10/2018	180797		201.48
	001-100-500	SEAGATE BACKUP DEVICE 1TB HS		3377733495	05/10/2018	180797		60.89
	001-100-500	8" STRAIGHT SCISSORS		3377733495	05/10/2018	180797		2.29
	001-170-500	CS COPY PAPER 8.5X11 (10)		3378398650	05/18/2018	180833		335.80
	001-170-500	PK 8.5X11 WHITE CARD STOCK (5)		3378398650	05/18/2018	180833		35.85
	001-170-500	3000/BX AVERY 5160 LABELS (2)		3378398650	05/18/2018	180833		43.48
	001-170-500	DZ BIC ATLANTIS RT BP BLU PEN		3378398650	05/18/2018	180833		7.96
	001-170-500	2018-2019 MONTHLY PLANNER		3378398650	05/18/2018	180833		22.29
	001-170-500	HP 952XL/952 HYBLK PK/4 INK		3378398650	05/18/2018	180833		105.99
	001-100-500	DSP 32GB FLASH DRIVE 10/PK		3378253395	05/16/2018	180819		79.95
001	THE FIRE STORE	182066	06/05/2018	05/30/2018			79.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	CLUTCH BACK ONE BUGLE RED (2)		1858625	04/30/2018	180741		35.18
	001-161-535	SHIPPING		1858625	04/30/2018	180741		9.00
	001-161-535	CLUTCH BACK TWO BUGLES RED (2)		1858625001	05/16/2018	180741		35.18
001	MINGLEDORFFS INC	182068	06/05/2018	05/30/2018			43.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	AC FILTER 20X24X1(4):WEST STN		7490980-00	04/03/2018	180607		8.16
	001-161-635	AC FILTER 12X24X1(4):CENTRAL		7490980-00	04/03/2018	180607		7.00
	001-161-635	AC FILTER 18X30X1(4):NORTH STN		7490980-00	04/03/2018	180607		19.80
	001-161-635	AC FILTER 12X30X1(4):NORTH STN		7490980-00	04/03/2018	180607		8.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WARING OIL COMPANY LLC	182069	06/05/2018	05/30/2018			2,004.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-525	700 GALS 87 NO-LEAD CAS		001670540	05/25/2018	180851		1,995.00
	001-170-525	SHIPPING & HANDLING		001670540	05/25/2018	180851		9.88
001	GRAFIX SHOPPE	182070	06/05/2018	05/30/2018			509.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	ULT 2004 REFL GRAPHICS:U #58		121048	05/15/2018	180788		463.00
	001-100-638	REAR ULT 2004 REFL DECALS:U#49		121048	05/15/2018	180788		25.00
	001-100-638	SHIPPING		121048	05/15/2018	180788		21.39
001	WATCHGUARD VIDEO	182071	06/05/2018	05/30/2018			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	TRANSMITTER HI-FI MICROPHONE		INV0015255	05/01/2018	180799		345.00
	001-100-639	SHIPPING		INV0015255	05/01/2018	180799		15.00
001	REEVES CO INC	182072	06/05/2018	05/30/2018			149.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	YDLE SERVICE AWARD TAB (5)		363306	05/14/2018	180742		62.25
	001-161-535	69LE NAME BADGE (5)		363306	05/14/2018	180742		52.30
	001-161-535	SHIPPING		363306	05/14/2018	180742		16.91
	001-161-535	YDLE NAME PIN		363788	05/21/2018	180832		13.28
	001-161-535	SHIPPING		363788	05/21/2018	180832		4.97
001	BIS OFFICE SYSTEMS LLC	182075	06/05/2018	05/30/2018			202.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	SERV & REPR COPIER: CENTRAL		INV42797	05/04/2018	180643		202.50
001	IAFC MEMBERSHIP	182076	06/05/2018	05/30/2018			438.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	IAFC DUES ID #123828:MCCOY, D		123828	05/21/2018	180821		219.00
	001-161-682	IAFC DUES ID #123831:JONES, R		123831	05/21/2018	180821		219.00
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	182078	06/05/2018	05/30/2018			313.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	3X6 VERT BANNER W/X-STAND		1477	05/28/2018	180753		155.00
	001-170-615	BANNER: FARMERS MARKET		1445	05/25/2018	180714		128.00
	001-170-615	BANNER PATCHES (3)		1445	05/25/2018	180714		30.00
001	MISSISSIPPI PRISON INDUSTRIES CORP	182081	06/05/2018	05/30/2018			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	3X5 LAMINATED WHITE CARD 50CT		111899	05/22/2018	180825		125.00
	001-021-559	11X17 GLOSS TEXT FLYER 50CT		111899	05/22/2018	180825		75.00
001	OVERWATCH SUPPLY LLC	182082	06/05/2018	05/30/2018			559.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	5.11 TMT R1 FLASHLIGHT (2)		1046	05/15/2018	180709		259.98
	001-100-559	5.11 TMT R3MC FLASHLIGHT (2)		1046	05/15/2018	180709		299.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LINK CORPORATION	182083	06/05/2018	05/30/2018			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	COG POLICE PATCH DESIGN (100)	18-16163	05/01/2018	180708		260.00	
	001-100-559	PVC MOLD CHARGE	18-16163	05/01/2018	180708		120.00	
	001-100-559	FREIGHT	18-16163	05/01/2018	180708		20.00	
001	COULTER VENTURES LLC	182084	06/05/2018	05/30/2018			2,225.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	28.5MM ROGUE BAR	4211583	05/03/2018	180780		244.80	
	001-161-681	LANDMINE SINGLE 5/8	4211583	05/03/2018	180780		90.25	
	001-161-681	ROGUE ECHO DOG SLED	4211583	05/03/2018	180780		185.25	
	001-161-681	ROGUE INFINITY MATADOR	4211583	05/03/2018	180780		79.32	
	001-161-681	I-10 INFINITY RACK	4211583	05/03/2018	180780		1,472.50	
	001-161-681	SHIPPING	4211583	05/03/2018	180780		153.18	
001	ECONOMY BOOTS SALES & SERVICE	182085	06/05/2018	05/30/2018			184.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DUTY BOOTS: GILLESPIE, J	41587	04/30/2018	180743		184.50	
001	MOTOROLA INC	182087	06/05/2018	05/30/2018			880.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	STANDARD BATT IMPRES (4)	13207278	03/18/2018	180606		482.80	
	001-100-559	LIION BATT IMPRES (4)	13207278	03/18/2018	180606		397.80	
FUND TOTAL	1 Claims	to	Checks	59 Total	59,661.56 Manual	Held	Total	59,661.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	TEAM ONE COMMUNICATIONS INC	182048	06/05/2018	05/30/2018			934.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	4 INCH M POWER BLUE (2)		173000024	05/10/2018	180800		176.00
	157-100-799	N FORCE SGL BLUE LED (4)		173000024	05/10/2018	180800		428.80
	157-100-799	400 SERIES HD SIREN 100W:U #9		173000024	05/10/2018	180800		330.00
FUND TOTAL 157 Claims	to	Checks	1 Total	934.80 Manual		Held		Total 934.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	THE FIRE STORE	182067	06/05/2018	05/30/2018			3,097.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	HELMET SKU USTM6F-B (7)	1858685	05/08/2018	180514		1,684.13	
	160-161-702	GLOVES SKU PT8-SC-L (9)	1858685	05/08/2018	180514		584.91	
	160-161-702	GLOVES SKU PT8-SC-M (9)	1858685	05/08/2018	180514		584.91	
	160-161-702	GLOVES SKU PT8-SC-XL (2)	1858685	05/08/2018	180514		129.98	
	160-161-702	FREIGHT	1858685	05/08/2018	180514		113.90	
160	ECONOMY BOOTS SALES & SERVICE	182086	06/05/2018	05/30/2018			1,695.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	BUNKER BOOTS: BOURQUE, PARKER	42798	03/02/2018	180515		282.50	
	160-161-702	BUNKER BOOTS: FOUNTAIN, KYLE	42800	03/02/2018	180515		282.50	
	160-161-702	BUNKER BOOTS: GILLESPIE, JAYDEN	42801	03/02/2018	180515		282.50	
	160-161-702	BUNKER BOOTS: GRAHAM, AUSTIN	42803	03/02/2018	180515		282.50	
	160-161-702	BUNKER BOOTS: GRAHAM, AUSTIN	42804	03/02/2018	180515		282.50	
	160-161-702	BUNKER BOOTS: MCCOY, DEREK	42808	03/02/2018	180515		282.50	
FUND TOTAL 160 Claims	to	Checks	2 Total	4,792.83 Manual		Held	Total	4,792.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ENGEL ELECTRIC LLC	182074	06/05/2018	05/30/2018			4,126.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INSTL ROOF:SHEP WOMENS R-ROOM		S18-58-072	05/08/2018	180782		4,126.50
FUND TOTAL 171 Claims	to	Checks	1 Total	4,126.50	Manual	Held		Total 4,126.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	181954	06/05/2018	05/16/2018			151.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE JUN 2018	3268	05/15/2018			36.50	
	176-170-699	SHOPPING CART FEE JUN 2018	3268	05/15/2018			115.00	
176	AT&T	181971	06/05/2018	05/21/2018			287.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MAY 2018 DSL	2284970676	05/14/2018			111.89	
	176-170-605	MONTHLY SERVICE	2284970676	05/14/2018			175.78	
176	FUELMAN	181989	06/05/2018	05/29/2018			25.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	DSL FUEL	NP53273383	05/14/2018			25.38	
176	FUELMAN	181991	06/05/2018	05/29/2018			34.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP53345828	05/28/2018			34.89	
176	FUELMAN	181993	06/05/2018	05/29/2018			56.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP53307717	05/21/2018			56.10	
176	SINGING RIVER ELECTRIC COOPERATIVE	182032	06/05/2018	05/30/2018			1,563.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	05202018	05/25/2018			1,515.45	
	176-170-631	HOUSE 76855002	05202018	05/25/2018			48.24	
176	REYNOLDS WHOLESALE CO	182050	06/05/2018	05/30/2018			29.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	CS VB JUMBO TISSUE	59328	05/14/2018	180816		29.50	
176	FOSTERS A/C & HEATING INC	182054	06/05/2018	05/30/2018			4,862.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-720	INSTL AC UNIT:SHEP BATH HOUSE	E1884	05/22/2018	180830		4,862.97	
176	UPBEAT INC	182056	06/05/2018	05/30/2018			493.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-518	DOGIPOT WASTE DIS STARTER KIT	601772	05/17/2018	180813		299.00	
	176-170-518	DOGIPOT DISPENSER BAG 20/ROLL	601772	05/17/2018	180813		160.00	
	176-170-518	SHIPPING	601772	05/17/2018	180813		34.18	
176	MORRELL MANUFACTURING, INC	182073	06/05/2018	05/30/2018			961.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-519	OUTDOOR RANGE TARGET (13)	176950	05/17/2018	180815		961.87	
FUND TOTAL 176 Claims to		Checks	10 Total	8,466.75 Manual		Held	Total	8,466.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	181950	06/05/2018	05/16/2018			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-821	ST LNS #3 90/57 SWR	05092018	05/09/2018			7,877.45	
	400-680-822	ST LNS #4 90/57 WTR	05092018	05/09/2018			10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	05092018	05/09/2018			9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	05092018	05/09/2018			2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	05092018	05/09/2018			3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	05092018	05/09/2018			9,665.99	
400	AT&T	181955	06/05/2018	05/16/2018			66.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY LONG DISTANCE	2284972276	05/06/2018			66.44	
400	IRBY'S ANSWERING SERVICE	181968	06/05/2018	05/21/2018			443.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	HOLIDAY CHARGES	277-051618	05/16/2018			12.00	
	400-650-698	69 CALL OUTS: 4/18-5/15/2018	277-051618	05/16/2018			32.43	
	400-650-698	541 AGENT MTS: 4/18-5/15/2018	277-051618	05/16/2018			122.24	
	400-650-698	BASE RATE: 5/16-6/12/2018	277-051618	05/16/2018			277.00	
400	AT&T	181969	06/05/2018	05/21/2018			111.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284974594	05/14/2018			111.95	
400	AT&T	181980	06/05/2018	05/22/2018			150.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	05/14/2018			150.95	
400	FUELMAN	181994	06/05/2018	05/29/2018			49.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP53307717	05/21/2018			49.04	
400	MSC 7511	182003	06/05/2018	05/29/2018			166.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	FGYJ00-01 RENTAL FEE	INV2473156	05/09/2018			166.49	
400	2012 GUD BONDS DEBT SERVICE	182004	06/05/2018	05/29/2018			116,362.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-816	JUN 2018 PRN PMT	06012018	05/31/2018			112,916.67	
	400-680-817	JUN 2018 INT PMT	06012018	05/31/2018			3,445.83	
400	ARISTA INFORMATION SYSTEMS INC	182005	06/05/2018	05/29/2018			2,325.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	APR 2018 STATEMENTS	25376	05/15/2018			1,125.80	
	400-650-698	APR 2018 POSTAGE	1425201805	05/15/2018			1,200.00	
400	MUELLER CO LLC	182006	06/05/2018	05/29/2018			1,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	EZREADER SOFTWARE MAINT	3778900	05/14/2018			1,500.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	TYLER TECHNOLOGIES INC	182007	06/05/2018	05/29/2018			234.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	EQ MAINT:3 PRINTER (3 MTHS)		025-222780	06/01/2018			152.25
	400-650-698	EQ MAINT:3 B/C SCNR (3 MTHS)		025-222780	06/01/2018			52.50
	400-650-698	EQ MAINT:3 CASH DRWR (3 MTHS)		025-222780	06/01/2018			30.00
400	CABLE ONE INC	182009	06/05/2018	05/29/2018			54.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2018: #107663106		05162018	05/23/2018			54.36
400	WAGGONER ENGINEERING INC	182013	06/05/2018	05/29/2018			24,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	W&S CAPITAL IMP PLAN 30%		34700	05/09/2018			24,200.00
400	REGIONS BANK	182015	06/05/2018	05/29/2018			201,858.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN PMT: MDB BOND S2013		5703	05/25/2018			140,000.00
	400-680-819	INT PMT: MDB BOND S2013		5703	05/25/2018			63,128.13
	400-680-819	LESS AMT ON DEPOSIT		5703	05/25/2018			-1,269.76
400	SINGING RIVER ELECTRIC COOPERATIVE	182033	06/05/2018	05/30/2018			2,189.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		05152018	05/22/2018			1,001.74
	400-651-631	LIFT STATIONS 28779		05152018	05/22/2018			87.06
	400-651-631	SCHOONER WELL 20688		05112018	05/18/2018			925.39
	400-651-631	LIFT STATIONS 20688		05112018	05/18/2018			175.20
400	SINGING RIVER ELECTRIC COOPERATIVE	182034	06/05/2018	05/30/2018			4,993.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		05152018	05/23/2018			64.53
	400-651-631	LIFT STNS 89702001		05152018	05/23/2018			33.87
	400-651-631	LIFT STNS 17881		05152018	05/23/2018			1,997.97
	400-651-631	WATER WELLS 17881		05152018	05/23/2018			2,897.20
400	SINGING RIVER ELECTRIC COOPERATIVE	182035	06/05/2018	05/30/2018			7,163.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		05182018	05/24/2018			293.26
	400-651-631	LIFT STATIONS 17882		05182018	05/24/2018			2,648.53
	400-651-631	WATER WELLS 17882		05182018	05/24/2018			3,280.68
	400-651-631	CITY HALL SOUTH 17882		05182018	05/24/2018			940.62
400	SINGING RIVER ELECTRIC COOPERATIVE	182040	06/05/2018	05/30/2018			3,808.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		05202018	05/25/2018			211.23
	400-651-631	LIFT STNS 17883		05202018	05/25/2018			2,216.08
	400-651-631	LIFT STNS 17884		05202018	05/25/2018			1,381.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	182063	06/05/2018	05/30/2018			865.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2" SCH 40 90 (12)	75054	05/07/2018	180783	18.48		
	400-651-581	2" SCH 40 45 (12)	75054	05/07/2018	180783	24.00		
	400-651-581	2" SCH 40 MALE ADAPTER (6)	75054	05/07/2018	180783	6.58		
	400-651-581	1 1/4 SCH 40 MALE ADAPTER (10)	75054	05/07/2018	180783	6.24		
	400-651-581	1 1/4 SCH 40 COUPLING (10)	75054	05/07/2018	180783	6.20		
	400-651-581	1 1/4 SCH 40 MALE ADPTER (10)	75054	05/07/2018	180783	6.24		
	400-651-581	1 X 3/4 SCH 40 BUSH SXS (10)	75054	05/07/2018	180783	5.44		
	400-651-581	2 X 1 1/4 SCH 40 BUSH SXS (10)	75054	05/07/2018	180783	12.72		
	400-651-581	1 X 3/4 BRASS COUP NL (6)	75054	05/07/2018	180783	127.35		
	400-651-581	3/4 BRASS COUP NL (12)	75054	05/07/2018	180783	208.65		
	400-651-581	QUART PURPLE PRIMER (12)	75054	05/07/2018	180783	91.81		
	400-651-581	QUART RAIN-R-SHINE CEMENT (12)	75054	05/07/2018	180783	124.00		
	400-651-581	2" BRASS BALL VALVE (2)	75054	05/07/2018	180783	52.60		
	400-651-581	#4 LOCK KEY	74848	04/19/2018	180662	31.60		
	400-651-581	2" SCH 40 STREET 45 (8)	75343	05/22/2018	180783	16.00		
	400-651-581	1X3/4 BRASS COUP CTS X CTS (6)	75343	05/22/2018	180783	127.35		
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	182065	06/05/2018	05/30/2018			112.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-559	MEMORY FOAM SEAT REST	3377969452	05/12/2018	180808	29.95		
	400-650-500	100BX LEGAL MANILA FOLDERS (4)	3377969452	05/12/2018	180808	57.96		
	400-650-500	EPSON 252XL INK CARTRIDGE	3377969452	05/12/2018	180808	24.32		
400	ALL TIMBER TREE SERVICE	182077	06/05/2018	05/30/2018			900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	REMOV TREE: CULVERT BROOKSIDE	JOB 2245	05/17/2018	180822	900.00		
400	CORE & MAIN LP	182079	06/05/2018	05/30/2018			1,056.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	12PK 3 MIN SMOKE BOMB (12)	I810087	05/07/2018	180750	1,056.00		
400	MUSCO-GULFPORT 1227	182080	06/05/2018	05/30/2018			918.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2-1/2 SWVLX2 MALE ADPT (18)	0600357	05/08/2018	180751	486.00		
	400-651-581	3M DBRY SPLICE KIT (198)	0601948	05/21/2018	180827	396.00		
	400-651-581	200/PK CONNECTORS (3)	0601948	05/21/2018	180827	36.00		
400	J H WRIGHT & ASSOCIATES INC	182088	06/05/2018	05/30/2018			7,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	3HP SUB PUMP WS3012D4 (2)	407168	05/16/2018	180746	6,200.00		
	400-651-584	SHIPPING: MAGNOLIA BLUFF LS	407168	05/16/2018	180746	200.00		
	400-651-584	LEVEL TRANSDUCER PSLT33.4	407284	05/21/2018	180856	560.00		
	400-651-584	VENT FILTER	407284	05/21/2018	180856	40.00		
FUND TOTAL 400 Claims	to	Checks	24 Total	419,957.60 Manual		Held	Total	419,957.60

120

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	59,661.56 Manual	Held	Total	59,661.56
FUND 157 Claims	to	Checks	1 Total	934.80 Manual	Held	Total	934.80
FUND 160 Claims	to	Checks	2 Total	4,792.83 Manual	Held	Total	4,792.83
FUND 171 Claims	to	Checks	1 Total	4,126.50 Manual	Held	Total	4,126.50
FUND 176 Claims	to	Checks	10 Total	8,466.75 Manual	Held	Total	8,466.75
FUND 400 Claims	to	Checks	24 Total	419,957.60 Manual	Held	Total	419,957.60
FUND 421 Claims	to	Checks	1 Total	840.00 Manual	Held	Total	840.00
Total for all Funds			Checks	98 Total	498,780.04 Manual	Held	Total 498,780.04

Councilman Colledge requested for Consent Agenda Item #3 to be pulled and Councilman Anderson requested Consent Agenda Item #11 to be pulled and considered separately.

Councilwoman Martin made the motion to approve Consent Agenda Items 1, 2, 4-10 as presented. Councilman George seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 106-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, 4-10 are hereby approved as presented.

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

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2018.

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

RESOLUTION NUMBER 028-2018

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2018 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2018 Mississippi Municipal League election to be held at the annual convention on June 26th with a run-off (if necessary) on June 27, 2018 are as follows:

Voting Delegate: Phil Torjusen, Mayor
First Alternate: Mary Martin, Councilwoman At Large

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **Councilwoman Martin**, seconded by **Councilman George**, and was adopted by the following vote, to-wit:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

(SEAL)
ATTEST:

APPROVED:

CITY CLERK

MAYOR

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cindy Russell, City Clerk
Date: May 14, 2018
Subject: Resolution appointing 2018 Mississippi Municipal League Voting Delegates.

REQUEST:

The City Clerk Department requests City Council approval of a resolution appointing 2018 Mississippi Municipal League voting delegates for the City of Gautier.

BACKGROUND:

MML amended the bylaws of the association to provide for a ballot election to be held each year at the summer convention, to elect a Vice President and to vote on any proposed by law changes.

DISCUSSION:

On Tuesday, June 26, 2018, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each city in good standing must identify a voting delegate along with one alternate. The voting delegate will vote the will of their city in voting for the MML Vice President at the MML Annual Conference. A list of qualifying candidates will be provided to the nominated delegates. In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2018 Mississippi Municipal League election to be held at the annual conference on June 25th – June 27th, 2018 are as follows:

- **Voting Delegate: Phil Torjusen, Mayor**
- **1st Alternate: Mary Martin, Councilwoman At Large**

RECOMMENDATION:

Based on the voting delegates selected, Staff's recommendation the City Council approve the resolution appointing Mississippi Municipal League 2018 Voting Delegates.

ATTACHMENT(S):

2018 MML Voting Delegate/Alternate Information



600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Les Childress
Town of Flora

FIRST VICE PRESIDENT

Mayor H. Glen Barlow
Town of French Camp

SECOND VICE PRESIDENT

Mayor Billy Hewes
City of Gulfport

EXECUTIVE DIRECTOR

Shari T. Veazey

ATTENTION CITY CLERK

MML 2018 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 26, 2018, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2018) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, the MML must receive this completed form by June 8, 2018.

Important: All voting delegates & alternates must text the keyword **MMLvote2018** to **95577** to register as a voting delegate for the 2018 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of Gautier

PLEASE PRINT:

Voting Delegate Name/Title: Phil Torjusen, Mayor

Cell Phone Number: 228-990-4141

Alternate Name/Title: Mary Martin

Cell Phone Number: 228-217-2792

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 26, 2018, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

IF A RUN-OFF ELECTION IS REQUIRED, AND THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 9AM ON WEDNESDAY, JUNE 27, 2018, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE IN THE RUN-OFF ELECTION FOR MML 2ND VICE PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Ste. 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

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MML Candidates for 2nd Vice-President Central District

Mayor Brian Gomillion, Town of Walnut Grove

Mayor Errick D. Simmons, City of Greenville

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

ORDINANCE NUMBER 245-2018

ORDINANCE DELETING SPECIFIED POSITIONS, AND A REVISING THE 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 DELETE FOUR (4) FULL-TIME TEMPORARY GROUNDS AND MAINTENANCE OPERATORS AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended deletion of the following 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 June 5, 2018 to consider the deletion of specified positions and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council deleted 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 George** to adopt the foregoing ordinance and received the following votes:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 5th day of June, 2018.

Phil Torjusen, Mayor

Attest: _____
 Cynthia Russell
 City Clerk

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: Jason Pugh, Human Resources Director
Date: 05/15/2018
Subject: Approval of Amended Schedule of Authorized Positions

REQUEST:

Approval of Amended Schedule of Authorized Positions

BACKGROUND:

On 02/06/18 the Gautier City Council amended the Schedule of Authorized Positions to add four (4) temporary full-time employees to the Parks and Recreation Department not to exceed a period of 4.5 months.

DISCUSSION:

On 02/06/18 the Gautier City Council approved the addition of four (4) Grounds Maintenance Operators to the Parks and Recreation Dept. for temporary full-time work. These four (4) Grounds Maintenance Operators were hired specifically to clean up the trails at Shepard State Park in the aftermath of Hurricane Nate. The salary for these positions is expected to be reimbursed in the future by FEMA in accordance with federal guidelines.

The approved work period has been completed and the employees have been released from employment with the City of Gautier effective 05/18/18. The Schedule of Authorized Positions should be amended to reflect the deletion of these four (4) temporary full-time Grounds Maintenance Operator positions.

No other changes, additions, or deletions have been made to the Schedule of Authorized Positions.

RECOMMENDATION:

The City Manager recommends the approval of the Amended Schedule of Authorized Positions as attached.

ATTACHMENTS:

- 1.Consent Agenda Item 2 - Memo approval of amended authorized positions
- 2.SAP 06-05-18
- 3.Citywide Org Chart 06-05-18

Approved by Council 06/05/18

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
<u>JUDICIAL DEPARTMENT</u>					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				2	
Total Non-Funded					
<u>EXECUTIVE DEPARTMENT</u>					
City Manager	N/A	N/A	1		
Administrative Assistant I	2080	9	1		
Economic Developer			Unfunded (1)		
Total Funded			2		
Total Non-Funded			1		
<u>GRANTS AND PROJECTS DEPT.</u>					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			2		
Total Non-Funded					
<u>RECREATION DEPT.</u>					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	3		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	
Total Funded			6	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
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Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	2

Total Funded			9
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Total Non-Funded			
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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	<u>2080</u>	<u>10</u>	<u>1</u>
Animal Control Officer	2080	9	1

Total Funded			6
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Total Non-Funded			
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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
Total Non-Funded			4	21

* 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

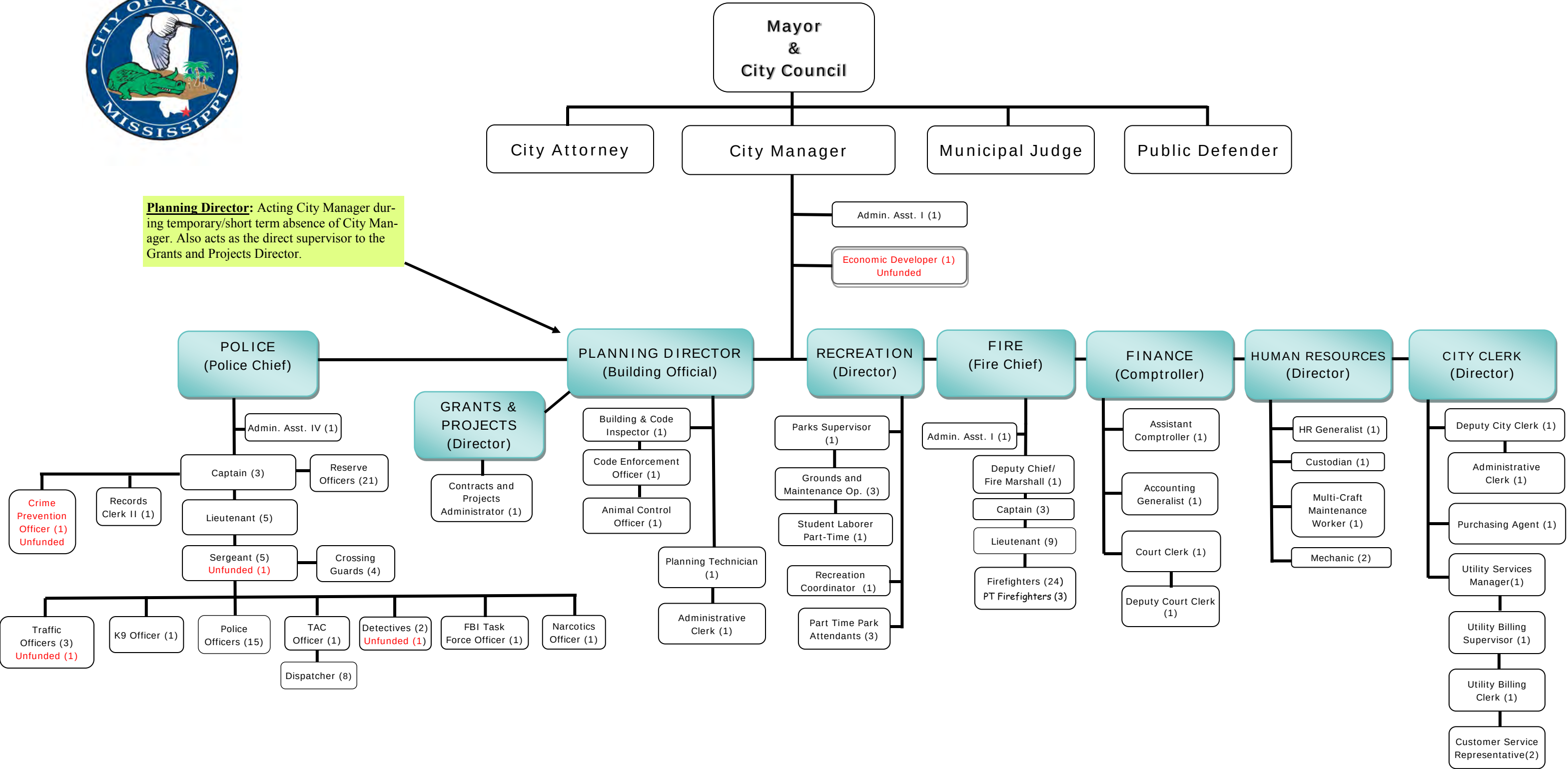
<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
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Judicial: Funded		2	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	6	4	
Finance Dept: Funded	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	123	13	21
TOTAL UNFUNDED	5		

CITY OF GAUTIER ORGANIZATION CHART

FY 2018

Effective June 5, 2018



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

RESOLUTION NUMBER 029-2018

RESOLUTION APPROVING WAIVER OF BACOT PARK DEPOSIT AND FIELD RENTAL FEE FOR COMMUNITY OUTREACH TO BE HELD ON JUNE 9, 2018

WHEREAS, Providence Baptist Church will host a Community Outreach on June 9, 2018 and has requested to host the function at Bacot Park; and

WHEREAS, Providence Baptist Church has requested that the City waive the deposit (\$100.00) and rental fee (\$150.00) associated with use of the Bacot Park fields; and

WHEREAS, the Mayor and Members of the Council have determined that Providence Baptist Church is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Providence Baptist Church has received more than the total amount waived by the City (\$250.00) in the form of federal, state or private funding which will be used for this event;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the deposit (\$100.00) and rental fee (\$150.00) associated with use the Bacot Park fields for the Community Outreach event on June 9, 2018 are hereby waived; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: May 22, 2018
Subject: Approval to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church free Community Outreach.

REQUEST:

The Recreation Department received a request from Providence Baptist Church to waive all associated field rental fees for its free Community Outreach Church Picnic at Bacot Park on June 9th.

BACKGROUND:

Providence Baptist Church is located at 2021 Ladnier Rd Gautier and through local community support will host this free community outreach for the public to enjoy.

DICUSSION:

The Community Outreach Picnic will include free food and games for everyone to enjoy. Providence Baptist Church is a 501c3 organization.

RECOMMENDATION:

The Recreation Department recommends that City Council waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church free Community Outreach Picnic. The Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings favorable notice the opportunities, possibilities, and resources of the City of Gautier.

The City Council may:

1. Approve to waive the deposit in the amount of (\$100.00) and the rental fee in the amount of (\$150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church free Community Outreach Picnic; or
2. Not approve to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church free Community Outreach Picnic.

ATTACHMENT(S):

Letter of Request Providence Baptist Church

Providence Baptist Church

2021 Ladnier Road
Gautier, MS 39553
"Where Everybody is Somebody"

Re: Church Picnic

Dear Sir,

This a letter requesting the Recreation Department to waive all fees associated with the use of Bacot Park located at 2300 Ladnier Rd. This event will be a free Community Outreach on Saturday June 9th from 8:00 am to 5:00 p.m. This event is made possible through Providence Baptist Church located at 2021 Ladnier Rd, Gautier, MS, and local community donors in excess funds of \$ 500.

For further information please contact Pastor Paul C. Ceasar at 228-497-9031 or 228-471-5393.

In Christ,

A handwritten signature in black ink, appearing to read "Dr. Paul C. Ceasar", written in a cursive style.

Dr. Paul C. Ceasar

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

RESOLUTION NUMBER 030-2018

**RESOLUTION IN SUPPORT OF JACKSON COUNTY IN BECOMING A NATIONALLY
RECOGNIZED ACT WORK READY COMMUNITY AND AUTHORIZING REGISTRATION TO
RECOGNIZE THE ACT WORKKEYS NATIONAL CAREER READINESS CERTIFICATE**

WHEREAS, the City has been requested by the Pascagoula-Gautier School District to add the City of Gautier as an entity supporting Jackson County in becoming a nationally recognized ACT Work Ready Community; and

WHEREAS, by participating in the ACT Work Ready Communities initiative, counties can identify skill gaps and quantify the skill level of their workforce; and

WHEREAS, this helps educators build career pathways aligned to the needs of business and industry, and helps a community stand out and be recognized for its workforce development efforts; and

WHEREAS, a strong workforce is a tremendous economic development advantage; and

WHEREAS, the Mayor and Council Members of the City of Gautier find that participating in the ACT Work Ready Communities initiative is in the best interests of the City;

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby supports Jackson County in becoming a nationally recognized ACT Work Ready Community.

BE IT, FURTHER RESOLVED that the Mayor and Council Members of the City of Gautier hereby authorize registration to recognize the ACT WorkKeys National Career Readiness Certificate.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary for this purpose.

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.



ACT® Work Ready Communities

We all have a stake in making our country more competitive. Now we have a framework for closing the skills gap that threatens our economy.

Change starts at the grassroots level by providing a community-based framework that:

- Links workforce development to education
- Aligns with the economic development needs of communities, regions, and states
- Matches individuals to jobs based on skill levels

The foundation for this framework begins at the county level and spans the current, transitioning, and future workforce. The key component: individuals earning and employers recognizing the ACT® WorkKeys® National Career Readiness Certificate®. The ACT® WorkKeys® NCRC® is a portable, industry-recognized credential that identifies an individual's ACT® WorkKeys® skill levels in workplace documents, applied math, and graphic literacy. These essential foundational skills are required for virtually any job.

Many groups benefit when their states, counties, or regions join the ACT Work Ready Communities initiative.

- **Businesses and industries** learn exactly what foundational skills are needed for a productive workforce and can easily communicate their needs to job seekers
- **Individuals** understand what skills employers require and how to prepare for career success
- **Policymakers** are able to measure skills gaps in a timely manner at the national, state, and local levels
- **Educators** help close skills gaps using stackable, industry-recognized credentials integrated into career pathways
- **Economic developers** have an on-demand reporting tool to document—and market—the quality of the local workforce

ACT® Work Ready Communities

workreadycommunities.org

Partnerships at all levels are essential for success

PARTNERS	CAPABILITIES
ACT—the nonprofit organization with a track record of producing assessments and credentials	Delivers the process for involving states and counties; the assessment and certification tools; and rich, county-specific workforce skill data updated each month
State ACT Work Ready Communities team	A public-private team of chambers of commerce, business leaders, and education leaders whose purpose is to build a service delivery infrastructure and engage business leaders statewide while implementing processes at the county level
Local ACT Work Ready Communities team	A county-level or regional team that mirrors the state team in composition. This team uses the ACT approach to solve local workforce issues through attaining and maintaining a certified ACT Work Ready Communities status

How do these partners come together to create change at the county level? ACT partners with communities and states to build this framework through the ACT Work Ready Communities Boot Camp (workreadycommunities.org/bootcamp). ACT accepts applications from states, regions, and communities to participate in the initiative.

By working together and adopting the common criteria (workreadycommunities.org/resources/Criteria_for_Certification.pdf) for a community to be certified as “work ready,” states, regions, and counties are building a sustainable infrastructure to close skills gaps and attain a competitive advantage. The data-driven approach toward achieving certification as an ACT Work Ready Community allows an area to demonstrate they have a skilled workforce that is valued by local employers. The area also benefits by linking education and workforce development, achieving alignment to economic development, and matching people to jobs.

It’s a formula for economic success that benefits *all* stakeholders.

For more information, please visit the ACT Work Ready Communities website at workreadycommunities.org or email wrc@act.org.

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

ORDER NUMBER 107-2018

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

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

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated May 2018 in the amount of \$10,304.38 is hereby approved.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

MAY 2018 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

ACCT #	WATER	SEWER	L/C	CAP.	TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
056-22951-002		338.18				338.18	Busted Pipe
065-06501-000		558.01	70.00		4.90	632.91	Busted Pipe
065-10881-000	286.03	302.86	175.00			763.89	Police Report
071-00901-000		33.03				33.03	Busted Pipe
071-05101-000		180.47	70.00			250.47	Busted Pipe
077-05001-005		454.48	105.00			559.48	Busted Pipe
077-12501-000		385.64	70.00			455.64	Busted Pipe
077-14201-001		1,144.78	105.00			1,249.78	Busted Pipe
080-21801-000		50.38				50.38	Busted Pipe
083-07501-001		277.69	105.00			382.69	Water Line
086-04901-000		20.92				20.92	Busted Pipe
086-08601-011		173.72	140.00			313.72	Water Line
092-14401-000		116.87				116.87	Water Line
095-03301-003		33.42				33.42	Busted Pipe
098-14501-000		196.30				196.30	Faucet
102-19201-000		289.89	70.00			359.89	Busted Pipe
110-37501-000		102.68	140.00			242.68	Busted Pipe
113-06301-000		83.26				83.26	Water Line
116-04901-001		524.30	105.00			629.30	Busted Pipe
116-06401-000		1,743.08	70.00			1,813.08	Water Line
116-27501-000		89.33	70.00			159.33	Water Line
125-13901-000	711.12	479.40	70.00	200.00	4.90	1,465.42	Water Line
139-14401-000		153.74				153.74	Busted Pipe
TOTAL	997.15	7,732.43	1,365.00	200.00	9.80	10,304.38	

COMPLETED

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

ORDER NUMBER 108-2018

WHEREAS, pursuant to a resolution adopted by the Mayor and City Council of the City of Gautier, Mississippi on April 3, 2018, which resolution authorized the payment of costs of issuance of the Bonds;

WHEREAS, Bond Counsel has provided invoices for such costs;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that City Manager Paula Yancey be authorized to take the necessary steps to pay any and all cost of issuance fees related to the \$4M Mississippi Combined Utility System Revenue Bonds, Series 2018 in the amount of \$74,500.00; and

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

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

COSTS OF ISSUANCE REQUISITION

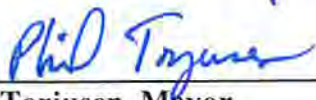
DATE: June 1, 2018

TO: Cynthia Russell, City Clerk
City of Gautier, Mississippi

FROM: Phil Torjusen, Mayor
City of Gautier, Mississippi

SUBJECT: \$4,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018 (the "Bonds")

Pursuant to a resolution adopted by the Mayor and City Council of the City of Gautier, Mississippi on April 3, 2018, which resolution authorized the payment of costs of issuance of the Bonds, you are hereby authorized to pay the invoices representing such costs of issuance expenses. On the date of closing you are hereby directed to pay the amounts listed on **EXHIBIT A** attached hereto pursuant to the invoices attached hereto as **EXHIBIT B**.



Phil Torjusen, Mayor
City of Gautier, Mississippi

EXHIBIT A

LIST OF COSTS OF ISSUANCE

Payee	Total Amount To Be Paid
Butler Snow LLP – Bond Counsel	\$44,000.00
Bordis & Danos, PLLC – City Attorney	10,000.00
Government Consultants, Inc. – Financial Advisor	20,000.00
First National Bank of Clarksdale –Paying Agent	500.00
TOTAL	\$74,500.00

EXHIBIT B
COSTS OF ISSUANCE INVOICES

42161776.v1

BUTLER | SNOW

Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Client: Gautier, MS
Matter Number: 031551.189240
Billing Professional: J. Troy Johnston

Invoice Number: 10190705
Invoice Date: June 1, 2018
DUE UPON RECEIPT

Paula Yancey
Gautier, MS
3330 Highway 90
Gautier, MS 39553

Matter: City of Gautier, Mississippi \$4,000,000 Combined Utility System Revenue Bonds, Series 2018

Description: Fees and expenses for services rendered as Bond Counsel, including reimbursement of payment of fee for State Bond Attorney.

INVOICE

TOTAL FEES DUE FOR THIS MATTER
TOTAL EXPENSES DUE FOR THIS MATTER
TOTAL DUE FOR THIS MATTER

\$40,000.00
\$4,000.00*
\$44,000.00

* Includes State Bond Attorney \$500.00 Fee.

**Please reference matter and invoice number(s) with payment.*

Tax I.D. 64-0331849

BORDIS & DANOS, PLLC

Attorneys At Law

1215 Government Street
Ocean Springs, Ms 39564

Tel: (228) 215-1367

Fax: (228) 215-1358

G. Charles Bordis, IV
cbordis@bordisdanos.com

Joshua W. Danos
jdanos@bordisdanos.com
also licensed in TX and WV (inactive)

May 16, 2018

INVOICE

Troy Johnston
P.O. Box 6010, Ridgeland, MS 39158-6010
via email to Pamela.Wilder@butlersnow.com

Re: City of Gautier, Mississippi
Combined Utility System Revenue Bonds
Series 2018

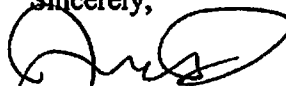
Mr. Johnston,

As you know, I was authorized by the Gautier City Council to provide certain legal services in relation to the above bond issuance. Pursuant to that engagement, please accept this correspondence as my invoice for said services.

Invoice for Services Rendered in Relation to
Combined Utility System Revenue Bonds ----- \$10,000.00

Please let me know if you need anything further.

Sincerely,



Joshua W. Danos
Gautier City Attorney



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

STATEMENT

\$4,000,000
CITY OF GAUTIER, MISSISSIPPI
COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2018

DATED JUNE 1, 2018

For municipal advisory services related to the above-referenced issue. The amount due is:

Municipal Advisory Fee & Expenses	\$20,000.00
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GOVERNMENT CONSULTANTS, INC. WIRING INSTRUCTIONS ARE AS FOLLOWS:

Beneficiary Name & Address:

Government Consultants, Inc.
116 Village Boulevard
Madison, Mississippi 39110

Beneficiary Bank:

Regions Bank

Beneficiary Account:

Account # 0176001679

Beneficiary ABA Routing #:

ABA Routing # 062005690

If remitted by check, mail to: Government Consultants, Inc.
116 Village Boulevard
Madison, Mississippi 39110

Thank you for allowing us the opportunity to serve as your municipal advisor. If you have any questions or need further assistance, please do not hesitate to contact Steve Pittman at (601) 982-0005.

**First National Bank
Trust Department
P.O. Box 220
Clarksdale, MS 38614**

**INVOICE FOR SERVICES RENDERED
June 1, 2018**

Acceptance Fee for serving as Paying
Agent, Transfer Agent and Registrar for
\$4,000,000 City of Gautier, Mississippi
Combined Utility System Revenue Bonds,
Series 2018, Dated June 1, 2018. **\$500.00**

42213113.v1

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

**RESOLUTION NUMBER 031-2018
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF**

WHEREAS, on May 25, 2018, conditions of extreme peril to the safety of persons and property have arisen within the City of Gautier, Mississippi; and

WHEREAS, at the time of this proclamation, a severe storm (otherwise known as Tropical Storm Alberto) has been moving along the Gulf Coast of the United States, bringing with it heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on May 25, 2018, Mayor, Phil Torjusen, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation, that a local emergency exists in the City of Gautier, Mississippi as of the 25th day of May 2018; and

BE IT FURTHER PROCLAIMED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.

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
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of June 05, 2018.

**DECLARATION OF LOCAL EMERGENCY
(BY MAYOR PHIL TORJUSEN)**

WHEREAS, Mayor, Phil Torjusen, of the City of Gautier, Mississippi does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City, and

WHEREAS, at the time of the making of this proclamation, a severe storm is moving along the Gulf Coast of the United States, bringing with it heavy rain and flood threat; and

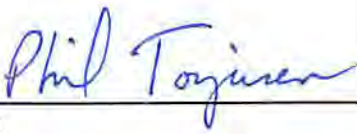
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by law;

NOW, THEREFORE, I, MAYOR PHIL TORJUSEN, HEREBY PROCLAIM that a local emergency exists in the City of Gautier, Mississippi as of the 25th day of May 2018 and

HEREBY DECLARE that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency.

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.



MAYOR

Mayor
Phil Torjusen

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia Russell

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



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

May 25, 2018

Jackson County Road Department
Joe O'Neal
P O Box 998
Pascagoula, Ms 39568

Dear Mr. O'Neal,

The City of Gautier respectfully requests assistance from the Jackson County Road Department for 25 cubic yards of sand and sand bags to be delivered behind Gautier City Hall in preparation of potential flooding along the Gulf Coast. If you have any questions please feel free to contact my office.

Sincerely,

Paula S. Yancey

Paula S. Yancey
City Manager

Phil Torjusen

Phil Torjusen
Mayor

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

West's Annotated Mississippi Code

Title 33. Military Affairs

Chapter 15. Emergency Management and Civil Defense

Article 1. Emergency Management Law (Refs & Annos)

Miss. Code Ann. § 33-15-17

§ 33-15-17. Emergency management local organization

Currentness

(a) Each county and municipality, or counties and the municipalities therein acting jointly, or two (2) or more counties acting jointly, of this state are hereby authorized and directed to establish a local organization for emergency management in accordance with the state emergency management plan and program, if required and authorized so to do by such state emergency management plan. Each local organization for emergency management shall have a director who shall be appointed by the governing body of the political subdivision, or political subdivisions acting jointly, and who shall have direct responsibility for the organization, administration and operation of such local organization for emergency management, subject to the direction and control of such governing body. Each local organization for emergency management shall perform emergency management functions within the territorial limits of the political subdivision within which it is organized, and, in addition, shall conduct such functions outside of such territorial limits as may be required pursuant to the provisions of the state emergency management plan. Each county shall develop an emergency management plan and program that is coordinated and consistent with the State Comprehensive Emergency Management Plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to this section shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state emergency management plan and program.

(b) In carrying out the provisions of this article each county and municipality, or the two (2) acting jointly, or two (2) or more counties acting jointly, where there is joint organization, in which any disaster as described in Section 33-15-5 occurs, shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. Each county and municipality is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds.

(c) Each county and each municipality, or two (2) or more counties acting jointly, shall have the power and authority:

(1) To appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any enemy attack or man-made, technological or natural disasters; and to direct and coordinate

§ 33-15-17. Emergency management local organization, MS ST § 33-15-17

the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies;

(2) To appoint, employ, remove, or provide, with or without compensation, air raid wardens, rescue teams, auxiliary fire and police personnel, and other emergency management workers;

(3) To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government, and direction and control of emergency operation during an emergency;

(4) To donate public funds, supplies, labor and equipment to assist any governmental entity in a county or municipality in which a disaster as described in Section 33-15-5 occurs;

(5) Subject to the order of the Governor, or the chief executive of the political subdivision, to assign and make available for duty, the employees, property or equipment of the subdivision relating to fire fighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency management purposes either within or outside of the limits of the subdivision;

(6) Subject to the order of the chief executive of the county or municipality or the Governor to order the evacuation of any area subject to an impending or existing enemy attack or man-made, technological or natural disaster;

(7) Subject to the order of the chief executive of the county or municipality or the Governor, to control or restrict egress, ingress and movement within the disaster area to the degree necessary to facilitate the protection of life and property;

(8) To enter into mutual aid agreements in the manner authorized by Section 33-15-19.

(d) A local emergency as defined in Section 33-15-5 may be proclaimed by the mayor or governing body of a municipality or the governing body of a county. In the event a local emergency is proclaimed by the mayor of a municipality, the governing body of such municipality shall review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting legally called for such review. Thereafter, the governing body shall review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant. During a local emergency, the governing body of a political subdivision may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread notice and publicity. The authorization granted by this section to impose a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Credits

Laws 1942, Ch. 206, § 7; Laws 1952, Ch. 312, § 9; Laws 1980, Ch. 491, § 9; Laws 1983, Ch. 420, § 4; Laws 1995, Ch. 333, § 9, eff. July 1, 1995. Amended by Laws 2005, 5th Ex.Sess., Ch. 20, § 1, eff. from and after passage (approved October 24, 2005); Laws 2010, Ch. 347, § 1, eff. July 1, 2010. Amended by Laws 2012, Ch. 359, § 2, eff. July 1, 2012.

Relevant Notes of Decisions (9)

[View all 20](#)

Notes of Decisions listed below contain your search terms.

In general

Pursuant to Section **33-15-17**, the emergency management director is subject to the direct supervision and control of the board of supervisors. The board of supervisors may not be involved in the day-to-day operations of the county administrator or county road manager. All department heads and employees must comply with an established grievance procedure of the board of supervisors, this would include a procedure whereby the county administrator presents all appeals of decisions of the grievance committee to the board of supervisors. Op.Atty.Gen. No. 2016-00329, Blackmon, August 5, 2016, 2016 WL 4965380.

The position of director of emergency management under § **33-15-17** is not a position to which appointment of a relation is prohibited by § 25-1-53, the Nepotism Statute. Op.Atty.Gen. Langston, Nov. 9, 1989.

Powers of board of supervisors

Section **33-15-17** makes it clear that the Civil Defense Director exercises power under the control and direction of the governing authority that hired the director; and, in the absence of a stated term in a contract the person appointed as Civil Defense Director serves until removed by the appointing authority. In effect, the Director serves at the will and pleasure of the board of supervisors and may be removed in their discretion. Op.Atty.Gen. No. 93-0173, Jones, April 7, 1993.

Section **33-15-17** authorizes the County Board of Supervisors, under its emergency management powers, to regulate the mooring of vessels inside the corporate limits of municipalities located within the county. Op.Atty.Gen. No. 94-0361, Meadows, July 15, 1994.

Under Section **33-15-17** a county board of supervisors may impose a curfew that could include all municipalities within the county, without the municipalities having to adopt their own curfew. Op.Atty.Gen. No. 94-0268, Smith, June 2, 1994.

Construction with other laws

Despite the declaration of emergency after Hurricane Katrina, the Harrison County Board of Supervisors does not have authority to exercise discretion in the awarding of compensation increases to the Tax Assessor and/or his deputies, where the language of Section 27-3-52 is mandatory, and orders and regulations under Section **33-15-17** may only be issued to protect life and property. Op.Atty.Gen. No. 2005-0551, Meadows, November 14, 2005, 2005 WL 3775659.

Conflict of interest

Mississippi Const. Art. 4, § 109 and § 25-4-105(2) prohibit a board of supervisors from authorizing an employment contract with a member of the board of supervisors for the position of compensated or uncompensated emergency management director as authorized in § 33-15-17(a). Op.Miss. Ethics Comm. No. 02-019-E

Immunity

In a state of emergency due to a crisis in medical care, and declared by the Governor, the state and the county and its board of supervisors, employees and agents are entitled to full immunity as provided by Section 33-15-21. Those individuals not covered by the Emergency Management Act, arguably such as the doctors, would not be entitled to the protection of full immunity. In such an emergency, the provisions of Sections 33-15-17(b) and 33-15-11(b)(16) may possibly be invoked to provide such immunity. Op.Atty.Gen. No. 2003-0054, Meadows, January 30, 2003.

Equipment rental

In light of the declaration of emergency relating to Hurricane Katrina and the authority contained in Section 33-15-17(b), the City of Long Beach is authorized to pay city firemen for the use of their privately owned four wheelers in accordance with rates approved by FEMA and the governing authorities of the municipality. Op.Atty.Gen. No. 2006-00370, McCreary, August 11, 2006, 2006 WL 2789795.

Miss. Code Ann. § 33-15-17, MS ST § 33-15-17

The Statutes and Constitution are current with laws from the 2017 Regular Session effective upon passage as approved through April 18, 2017. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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Councilwoman Martin made the motion to approve the Authorization to file an application for a Transportation Improvement Program Project – Martin Bluff Bike Lane as presented. Councilman George seconded the motion. Absent was Councilman Vaughan.

TRANSPORTATION IMPROVEMENTS PROGRAM (TIP) PROJECT RESOLUTION

RESOLUTION NUMBER 032-2018

A RESOLUTION OF THE City of Gautier *(applicant, herein referred to as APPLICANT)* **AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL FUNDING FOR** Martin Bluff Road Bike Lane *(project)* **AND COMMITTING THE NECESSARY NON-FEDERAL MATCH FOR THE PROJECT AND STATING THE ASSURANCE OF THE** City of Gautier *(applicant)* **TO ACTIVATE THE PROJECT IN FY** 20 **AND BEGIN CONSTRUCTION BY FY** 20 **.**

WHEREAS, City of Gautier *(applicant)* is submitting an application to the Mississippi Gulf Coast MPO for \$410,000 (\$328,000 grant, \$82,000 local match) *(amount)* for Martin Bluff Road Bike Lane *(project, herein referred to as PROJECT)*

WHEREAS, the Mississippi Gulf Coast MPO is the Metropolitan Planning Organization (MPO) for the Gulfport-Biloxi, MS and Pascagoula, MS urbanized areas; and

WHEREAS, Gulf Regional Planning Commission (GRPC) serves as the administrative agency for the Mississippi Gulf Coast MPO; and

WHEREAS, Gulf Regional Planning Commission administers certain federal transportation funding to the local jurisdictions within the MPO's designated urbanized area and under the guidance and direction of the Mississippi Gulf Coast MPO's Technical Coordinating Committee and the Transportation Policy Committee; and

WHEREAS, the MPO's Transportation Improvement Program (TIP) Handbook describes the policies and procedures for the development of the TIP; and

WHEREAS, on September 24, 2015 the Transportation Policy Committee of the Mississippi Gulf Coast MPO adopted a Complete Streets policy for the region that includes firm, but reasonable, language that requires both new and reconstruction roadway projects utilizing federal transportation funds on the Mississippi Gulf Coast, to include measures to accommodate bicycles, pedestrians and transit to the extent possible; and

WHEREAS, GRPC will review and evaluate said PROJECT based on goals set by Mississippi Gulf Coast MPO and rank against other projects submitted for funding consideration; and

WHEREAS, the commitment of local matching funds of at least 20% is required for STP funding; and

WHEREAS, STP funding is limited and any cost increase cannot be expected to be funded with STP funds; and

WHEREAS, STP funded projects must comply with the Mississippi Department of Transportation (MDOT) *Project Development Manual for Local Public Agencies*.

NOW, THEREFORE, BE IT RESOLVED that City of Gautier
is authorized to execute and file a project application for funding under the
Transportation Alternatives Program (federal funding program) and be it further

RESOLVED, that if approved for funding, APPLICANT will provide
\$ 82,000 in non-federal matching funds; and be it further

RESOLVED, that if approved for funding, APPLICANT must complete PROJECT
as described in the project application; and be it further

RESOLVED, that if approved for funding, APPLICANT understands that
PROJECT must be activated as indicated on this resolution and the project application
and that construction begin as indicated on this resolution and the project application;
and be it further

RESOLVED, that a copy of this resolution will be transmitted to the Mississippi
Gulf Coast MPO in conjunction with the filing of the project application for funding.

I, Mayor Phil Torjusen hereby certify that the foregoing resolution was duly and
regularly introduced and adopted at a regular meeting of the
Gautier City Council (applicant board or council) on the 5 day of
June, 2018, by the following vote, to wit:

AYES: Phil Torjusen
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson
 Adam Colledge

NAYS: None

ABSENT: Casey Vaughan

Mayor Phil Torjusen

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 05/30/2018
Subject: Resolution Authorizing the Filing of an Application for a Transportation Improvement Program Project – Martin Bluff Bike Lane

REQUEST:

The Grants and Projects Department requests that the City of Gautier adopt a resolution authorizing the filing of a bike/pedestrian application to the Gulf Regional Planning Commission for a Transportation Improvement Program (TIP) project to add a bike lane to a portion of Martin Bluff Road.

BACKGROUND:

Each spring, the GRPC, which serves as the Mississippi Gulf Coast's Metropolitan Planning Organization, issues a call for new Transportation Improvement Program (TIP) projects. There are three application options: a Surface Transportation Block Grant application, a Transportation Alternatives Program (Bike-Pedestrian-Transit) application, or a Transportation Study application.

DISCUSSION:

The proposed project would be filed under a Transportation Alternatives Program (Bike-Pedestrian-Transit) application. The project would add 4,950 feet of a 5-foot asphalt bike lane, contiguous to Martin Bluff Road. It would run from Roys Road to approximately Interstate 10. The bike path would tie into the existing Martin Bluff Road widening project.

RECOMMENDATION:

City staff recommends that City Council adopt a resolution authorizing the filing of an application for Bike/Pedestrian funding as outlined above and approve the Transportation Improvement Program Project Resolution as attached.

The City Council may:

- 1) Adopt the resolution and application for funding as presented; or
- 2) Not approve the application for funding as presented.

ATTACHMENTS:

1. Resolution

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

RESOLUTION NUMBER 033-2018

**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 May 2018 Mayor Phil Torjusen travelled along the Gulf Coast of MS for the purpose of meetings with local governmental leaders, media outlets, and economic development officials in performance of his official duties as the Mayor of Gautier; and

WHEREAS, the personal vehicle of the mayor was used for the above travel;

WHEREAS, the distance of travel was 344 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 **Councilwoman Martin**, seconded by **Councilman George** and the following vote was recorded:

AYES: Phil Torjusen
Mary Martin
Cameron George
Richard Jackson
Rusty Anderson
Adam Colledge

NAYS: None

ABSENT: Casey Vaughan

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 05/31/2018
Subject: Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of May 2018

REQUEST:

Authorization to reimburse for mileage to Mayor Phil Torjusen for the purpose of traveling along the Gulf Coast for meetings.

BACKGROUND:

In the month of May, Mayor Phil Torjusen traveled along the Gulf Coast, MS for the purpose of meetings with Tate Reeves, JCEDF, Gulfport Aquarium Kickoff, Jackson County Chambers Board, Gulf Coast Business Council, Mobile Airport to travel to Washington DC and other performances of his official duties using his personal vehicle and traveling 344 miles.

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.

RECOMMENDATION:

City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars (\$100).

ATTACHMENTS:

Councilwoman Martin made the motion to approve the minutes from the Recessed Council Meeting held May 15, 2018, as presented. Councilman George seconded the motion. Absent was Councilman Vaughan.

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

ORDER NUMBER 109-2018

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 Recessed Council Meeting held May 15, 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 George** and the following vote was recorded:

AYES:	Phil Torjusen Mary Martin Cameron George Richard Jackson Rusty Anderson
NAYS:	None
ABSTAINED:	Adam Colledge
ABSENT:	Casey Vaughan

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 5, 2018.

Councilman Anderson made the motion to approve the resolution requesting the Mississippi Department of Marine Resources not to dredge oysters from any Jackson County oyster reefs as presented. Councilwoman Martin seconded the motion. Councilman Vaughan was absent.

**RESOLUTION OF THE CITY OF GAUTIER,
REQUESTING THE DEPARTMENT OF MARINE
RESOURCES NOT TO DREDGE OYSTERS FROM ANY
JACKSON COUNTY OYSTER REEFS**

RESOLUTION NUMBER 034-2018

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Gautier that the Mississippi Department of Marine Resources intends to relocate a portion of the oysters in Jackson County oyster reefs in Jackson County, Mississippi; and

WHEREAS, the City of Gautier is concerned about potential damage to oyster reefs within Jackson County if the oysters are removed by dredging; and

WHEREAS, the City of Gautier hereby respectfully requests that any removal of oysters from any Jackson County oyster reefs be accomplished by tonging, in lieu of dredging; and

WHEREAS, it is the Mayor and Council's understanding that Senator Mike Seymour, Representative Hank Zuber, Representative Charles Busby and Representative Jeramey Anderson support the governmental entities within Jackson County's request that tongs be used.

BE IT, THEREFORE, RESOLVED, by the City of Gautier's Mayor and Council, to hereby officially request that any removal of oysters from any Jackson County oyster reefs by the Mississippi Department of Marine Resources, be accomplished by tonging and not dredging.

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

Mayor Phil Torjusen	<u>Yes</u>
Councilwoman Martin	<u>Yes</u>
Councilman George	<u>Yes</u>
Councilman Jackson	<u>Yes</u>
Councilman Vaughan	<u>Absent</u>
Councilman Anderson	<u>Yes</u>
Councilman Colledge	<u>Yes</u>

RESOLVED, this the 5th day of June, 2018.

ATTEST:

Cynthia Russell, City Clerk

By: _____
Phil Torjusen, Mayor

Councilwoman Martin made the motion to recess until June 19, 2018 at 6:30PM. Motion seconded by **Councilman Colledge** and unanimously carried. Absent was Councilman Vaughan.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2018.

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

**June 19, 2018
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 June 19, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	182101	06/19/2018	06/01/2018			2,430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2018 NETWORK SERVICES		3429	05/14/2018			2,280.00
	001-092-698	SYNCHRONIZED EMAIL		3429	05/14/2018			150.00
001	BELL AUTO PARTS INC	182103	06/19/2018	06/01/2018			1,087.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	DRIVE BELT: DIESEL GATOR		42571	05/01/2018			124.75
	001-170-639	IDLER PULLEY, BELT (2)		42574	05/03/2018			87.10
	001-100-570	BRAKE ROTOR DODGE (2): SPARES		42603	05/14/2018			98.00
	001-100-570	BRAKE ROTOR DODGE (2): SPARES		42604	05/14/2018			94.00
	001-100-570	BRAKE ROTOR DODGE (2): SPARES		42605	05/15/2018			94.00
	001-100-570	BRAKE ROTOR DODGE (2): SPARES		42606	05/17/2018			98.00
	001-100-570	BRAKE PAD DODGE (2): SPARES		42607	05/18/2018			65.00
	001-100-570	BRAKE PAD DODGE (2): SPARES		42608	05/19/2018			65.00
	001-170-639	FILTER KIT STIHL (2), PULLEY		42609	05/23/2018			88.29
	001-170-639	BATTERY: GREEN GATOR		42610	05/23/2018			143.95
	001-170-639	CASTER KIT: EXMARK		42611	05/23/2018			129.18
001	CABLE ONE INC	182105	06/19/2018	06/01/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2018: NFD #122024383		05162018	05/23/2018			83.32
001	CABLE ONE INC	182106	06/19/2018	06/01/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2018: SFD #122025091		05162018	05/23/2018			83.32
001	CABLE ONE INC	182107	06/19/2018	06/01/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2018: CFD #122024086		05162018	05/23/2018			83.32
001	TEC	182108	06/19/2018	06/04/2018			133.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		932993	06/01/2018			133.19
001	STEINER SAW & MOWER	182109	06/19/2018	06/04/2018			68.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CAP (3), CHAIN (2), CARB KIT(2)		015101	05/03/2018			68.00
001	O'REILLY AUTO PARTS	182111	06/19/2018	06/04/2018			1,421.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	DBL PLATINUM SPARK PLUG: U #9		1978493847	04/30/2018			83.04
	001-100-570	BRAKE CALI, ROTOR, PAD: U #14435		1978493953	05/01/2018			207.52
	001-100-570	CRT RTN: CORE U #14435		1978493971	05/01/2018			-46.00
	001-170-639	COPPER PLUG (10): WEED EATER		1978494004	05/02/2018			31.90
	001-100-570	OIL FILTER (5): EXPLORER		1978494026	05/02/2018			18.45
	001-170-639	FUEL FILTER: KUBOTA MOWER		1978494108	05/03/2018			3.69
	001-170-638	MAINT SUPPLIES: RED TAURUS		1978494202	05/04/2018			69.96
	001-100-570	WIPER BLADE (2): U #106		1978494431	05/05/2018			17.66
	001-100-570	OIL PRESS SW, OIL TEMP SND: U#9		1978494537	05/07/2018			97.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	182111	06/19/2018	06/04/2018			1,421.31	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	1QT TRANS FLUID (6): U #54	1978494686	05/08/2018			40.74	
	001-100-570	MICRO-V BELT, IDLER PULL: U #54	1979494776	05/09/2018			70.88	
	001-090-638	OIL(7), KIT(2), ENG MT: CODE TRK	1978494801	05/09/2018			137.41	
	001-170-559	LOCK PLIERS	1978494842	05/10/2018			11.99	
	001-100-570	OIL FILTER (2), ZINC ADDT (2)	1978495255	05/14/2018			46.10	
	001-100-570	THERMOSTAT: U #59	1978495292	05/14/2018			17.00	
	001-161-638	PADS, BRAKE ROTOR (2): FD 50	1978495343	05/15/2018			99.99	
	001-161-638	PADS, BRAKE ROTOR (2): FD 50	1978495344	05/15/2018			99.99	
	001-100-570	CDT RTN: OIL PRESS SW U#9	1978495352	05/15/2018			-45.83	
	001-100-570	BLOWER MOTOR: U #52	1978495602	05/17/2018			40.66	
	001-100-570	1GAL ANTIFREZ (6): U #9	1978495687	05/18/2018			83.94	
	001-100-570	SPARK PLUG (8): U #104	1978496020	05/21/2018			17.52	
	001-100-570	ZINC ADDT (2): CHARGERS	1978496080	05/22/2018			39.98	
	001-100-570	F/P ASSEMBLY: U #11762	1978496193	05/23/2018			199.99	
	001-100-570	SHIFT CABLE: U #12800	1978496194	05/23/2018			9.56	
	001-100-570	QT OIL(12), PENETRNT: REC TRKS	1978496195	05/23/2018			50.07	
	001-100-570	WIPER BLADES (2)	1978496509	05/26/2018			17.66	
001	M & E FEED & SEED	182113	06/19/2018	06/04/2018			167.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD	5206	03/15/2018			41.99	
	001-100-514	DOG FOOD	5207	03/21/2018			41.99	
	001-100-514	DOG FOOD	5215	04/27/2018			41.99	
	001-100-514	DOG FOOD	5218	05/04/2018			41.99	
001	PASCAGOULA UTILITIES	182114	06/19/2018	06/04/2018			30.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN	65875	05/29/2018			14.87	
	001-161-630	SOUTH FIRE STN	66056	05/29/2018			15.67	
001	SYSICON INC	182115	06/19/2018	06/04/2018			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	JUN 2018 COURT SUPPORT	1-44054	06/01/2018			1,475.00	
001	AUTO TRUCK AND TRAILER PARTS INC	182118	06/19/2018	06/04/2018			411.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	TRAILER PLUG: PARK SUPERVISOR	268328	05/02/2018			20.21	
	001-100-570	BATTERY: U #15803	268475	05/08/2018			105.00	
	001-170-638	DISC (5)	268476	05/08/2018			10.85	
	001-100-570	WIPER (4): CHARGERS	268501	05/11/2018			26.00	
	001-100-570	OIL PRESSURE SWITCH: U #9	268532	05/14/2018			56.13	
	001-100-570	MINERAL SPIRIT, OIL FILTER(12)	268561	05/15/2018			76.75	
	001-161-638	ROTELLA (3): FIRE TRUCKS	268552	05/15/2018			49.50	
	001-161-638	DRAIN VALVES (2): E4	268565	05/15/2018			11.90	
	001-100-570	SEAL, TRANS FLUID: U #54 & #59	268621	05/18/2018			55.01	
001	DELTA SANITATION OF MS LLC	182119	06/19/2018	06/05/2018			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	0000932753	05/31/2018			35.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	182122	06/19/2018	06/06/2018			1,634.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-560	PLNT FOOD (2), 12PK FLOWERS (4)	920869	04/26/2018			64.46	
	001-170-559	WD STAKE,KNIFE,TAG,KEYBLANK (2)	902036	04/26/2018			23.27	
	001-170-596	2PC TOILET: SR CENTER	902041	04/26/2018			207.10	
	001-205-560	1GAL GARDEN INSECT KILLER	920015	04/27/2018			14.24	
	001-170-559	1LB PACKAGE NAILS	901527	04/27/2018			3.68	
	001-170-577	6CT WHITE STRIPING PAINT (2)	909604	04/30/2018			47.46	
	001-170-634	80LB CONC MIX (10):FRAZIER PARK	901986	05/01/2018			39.40	
	001-170-559	WELD HELMET, CLIP (4),GRAB HOOK	909129	05/02/2018			46.26	
	001-170-635	120V OUTLET,2CT 60W BULB (2)	902854	05/08/2018			50.32	
	001-170-635	ELECT BOX COVER, WALL OUTLET	902902	05/08/2018			18.49	
	001-161-639	TOWING SETUP	902958	05/09/2018			57.88	
	001-170-634	REPR SWING: BOB HAYES PARK	903254	05/09/2018			45.36	
	001-170-635	TOILET REPR KIT: FRAZIER PARK	901389	05/10/2018			13.29	
	001-170-559	GALV SHACKLE (2), 25CT FLAGS	901361	05/10/2018			9.26	
	001-161-635	BASEBOARD MOULDING: CFD	901552	05/11/2018			323.18	
	001-205-559	9IN SIDE CUTTING PLIER	901891	05/14/2018			37.99	
	001-170-559	FBGL HAMMER	909826	05/14/2018			20.89	
	001-170-634	SUPPLIES PAVILION: BACOT PARK	901866	05/14/2018			94.78	
	001-001-559	ACRYLIC,OAK BOARD (3),CLR GLOSS	901063	05/15/2018			119.44	
	001-170-634	SUPPLIES PAVILION: BACOT PARK	901045	05/15/2018			26.00	
	001-161-559	ASST SCREWS (37)	901195	05/16/2018			83.63	
	001-161-559	CDT RTN: ASRT SCREWS (37)	901233	05/16/2018			-83.63	
	001-161-559	ANCR SCREW (18), DRILL BIT (2)	902940	05/16/2018			61.56	
	001-170-634	TOILET SEAT: FRAZIER PARK	901273	05/16/2018			16.14	
	001-170-559	EZ PICKUP TOOL (3)	915637	05/17/2018			54.09	
	001-170-559	CDT RTN: EZ PICKUP TOOL (3)	915636	05/17/2018			-51.24	
	001-170-559	PADLOCK KEY (7),KEYED PADLOCK	901357	05/17/2018			21.70	
	001-161-559	BLASTER: GREASE (2) & LUBE (2)	901642	05/18/2018			18.94	
	001-161-639	36IN HV FLOOR FAN	901641	05/18/2018			198.55	
	001-161-639	RUST BLASTER, BRUSH	910988	05/21/2018			12.32	
	001-205-560	WEED PREVENTER (2)	919789	05/24/2018			39.88	
001	CABLE ONE INC	182125	06/19/2018	06/06/2018			130.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	JUN 2018: #107571481	05252018	06/01/2018			130.07	
001	CABLE ONE INC	182126	06/19/2018	06/06/2018			84.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	JUN 2018: SR BLDG #120796382	05252018	06/01/2018			84.62	
001	MALLETTE BROTHERS CONSTRUCTION INC	182129	06/19/2018	06/07/2018			483.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	9.01 A-BASE LIMESTONE TN	19761	05/31/2018			270.30	
	001-201-576	7.12 RAP TN	19761	05/31/2018			213.60	

Docket of Claims
Release date from 06/19/2018 thru 06/19/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION NO 2	182130	06/19/2018	06/07/2018			314.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		240525566	05/02/2018			62.92
	001-205-535	MAINTENANCE		240526518	05/09/2018			62.92
	001-205-535	MAINTENANCE		240527481	05/16/2018			62.92
	001-205-535	MAINTENANCE		240528435	05/23/2018			62.92
	001-205-535	MAINTENANCE		240529390	05/30/2018			62.92
001	AIRGAS USA LLC	182131	06/19/2018	06/07/2018			205.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9953751297	05/31/2018			205.17
001	AT&T GLOBAL NETWORK SERVS LLC	182162	06/19/2018	06/08/2018			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GE08387	06/01/2018			229.64
001	ADVANCE AUTO PARTS	182164	06/19/2018	06/08/2018			39.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TURTLE CAR WASH (4)		3962	05/08/2018			25.96
	001-161-638	SCRUB WIPEs		1173	05/18/2018			13.90
001	EMPLOYEE HEALTH FUND RESERVE	182167	06/19/2018	06/09/2018			100,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-986	BUDGETED TRX: EMP HEALTH INS		06152018	06/15/2018			100,000.00
001	DIRECTV LLC	182168	06/19/2018	06/09/2018			144.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JUL)		06132018	06/14/2018			144.42
001	BORDIS & DANOS PLLC	182169	06/19/2018	06/09/2018			7,916.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUN 2018 RETAINER		55	06/12/2018			7,916.67
001	SINGING RIVER SERVICES	182170	06/19/2018	06/09/2018			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	LIFE CARE PLUS EAP		COGEAP1819	05/31/2018			3,000.00
001	ROCIC	182171	06/19/2018	06/09/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2018-JUN 2019 SERV FEE		0039869-IN	06/01/2018			300.00
001	ACE DATA STORAGE INC	182172	06/19/2018	06/09/2018			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAY 2018 SHREDDING SERVICE		0059366	06/01/2018			105.00
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	182174	06/19/2018	06/11/2018			204.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3102909718	06/01/2018			204.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	182175	06/19/2018	06/11/2018			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90068417	06/04/2018			120.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	182176	06/19/2018	06/11/2018			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	MAY 2018 CLUB SUPPORT		05312018	06/05/2018			833.33
001	C SPIRE WIRELESS	182177	06/19/2018	06/11/2018			967.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	05/31/2018			50.28
	001-022-605	HR CELL PHONE		0030759348	05/31/2018			50.28
	001-040-605	ADMIN CELL PHONES		0030759348	05/31/2018			134.75
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	05/31/2018			201.12
	001-090-689	IPAD SERVICE (3)		0030759348	05/31/2018			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	05/31/2018			100.56
	001-161-605	FIRE DEPT CELL PHONES		0030759348	05/31/2018			156.83
	001-170-605	RECREATION CELL PHONES		0030759348	05/31/2018			120.41
	001-205-605	MAINT CELL PHONES		0030759348	05/31/2018			50.28
001	CREDIT CARD CENTER	182183	06/19/2018	06/12/2018			12,251.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	YOUTH COUNCIL: EOY EVENT		04282018	04/30/2018			105.00
	001-170-596	STEEL FOLDING CHAIRS (32)		04292018	04/30/2018			580.40
	001-170-596	SET 36" COCKTAIL TABLES (3)		04292018	04/30/2018			304.92
	001-170-596	8' FOLDING BANQUET TABLE (2)		04292018	04/30/2018			178.70
	001-170-596	4QT SS RND BUFFET CHAFER (2)		04292018	04/30/2018			106.98
	001-170-596	SET ALUMINUM SCOOPS		04292018	04/30/2018			7.99
	001-170-596	POPCORN SALT (2), BAGS (2000)		04292018	04/30/2018			62.16
	001-170-596	8' FOLDING BANQUET TABLES (5)		04302018	05/01/2018			574.80
	001-092-625	MEDICAL INSURANCE: CAESAR		05012018	05/01/2018			634.32
	001-161-681	EMR 1ST ON SCENE TEXTBK		05012018	05/02/2018			121.45
	001-170-596	6" SWING SEAT & S HOOKS (4)		05022018	05/03/2018			112.48
	001-170-513	REFRESHMENTS: PLEIN AIR		05032018	05/04/2018			55.43
	001-170-596	10" BALL(2), TETHERBALL POLE		05032018	05/04/2018			111.41
	001-170-513	REFRESHMENTS: PLEIN AIR		05052018	05/07/2018			8.03
	001-170-513	SUPPLIES: PLEIN AIR		05042018	05/07/2018			9.00
	001-170-513	BOX LUNCH (17): PLEIN AIR		05042018	05/07/2018			127.50
	001-021-681	EXPEDIA BOOKING FEE: YANCEY		05042018	05/07/2018			53.00
	001-090-681	EXPEDIA BOOKING FEE: ANKERSON		05042018	05/07/2018			53.00
	001-021-681	HOTEL - RECON: YANCEY		05042018	05/07/2018			375.83
	001-090-681	HOTEL - RECON: ANKERSON		05042018	05/07/2018			375.83
	001-021-681	FLIGHT-LAS VEGAS: YANCEY		05042018	05/07/2018			743.61
	001-090-681	FLIGHT-LAS VEGAS: ANKERSON		05042018	05/07/2018			743.61
	001-090-682	ICSC DUES: ANKERSON		05082018	05/09/2018			50.00
	001-021-682	NOTARY FEE: CUMBEST, E		05072018	05/09/2018			150.00
	001-040-682	NOTARY FEE: ESHLIMAN, L		05072018	05/09/2018			150.00
	001-021-681	ICSC CONV "RECON": YANCEY		05082018	05/09/2018			790.00
	001-090-681	ICSC CONV "RECON": ANKERSON		05082018	05/09/2018			790.00
	001-001-681	MML CONFERENCE: COUNCIL (6)		05082018	05/09/2018			1,410.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	182183	06/19/2018	06/12/2018			12,251.76	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-681	MML CONFERENCE: YANCEY	05082018	05/09/2018			235.00	
	001-040-681	MML CONFERENCE:RUSSELL,FARABEE	05082018	05/09/2018			470.00	
	001-001-509	5 GRADUATION CORDS:YTH COUNCIL	05102018	05/10/2018			35.32	
	001-001-681	HOTEL - DC TRIP: ANDERSON	05102018	05/11/2018			594.66	
	001-001-681	HOTEL - DC TRIP: TORJUSEN	05102018	05/11/2018			594.66	
	001-001-681	HOTEL CHGS-PER DIEM: TORJUSEN	05102018	05/11/2018			85.10	
	001-021-681	HOTEL - DC TRIP: YANCEY	05102018	05/11/2018			594.66	
	001-021-681	HOTEL CHGS-PER DIEM: YANCEY	05102018	05/11/2018			24.70	
	001-170-596	LINEN BANQUET TABLE CLOTH (6)	05112018	05/14/2018			82.92	
	001-100-681	HOTEL - TAC CLASS: THIGPEN,C	05112018	05/14/2018			506.85	
	001-170-596	LINEN ROUND TABLE CLOTH (5)	05152018	05/16/2018			67.15	
	001-161-639	BZT3MAX BATTERY	05222018	05/23/2018			37.95	
	001-161-638	HOUSING & SHIELD: U50	05232018	05/24/2018			98.82	
	001-170-596	14OZ WINEGLASS (36)	05242018	05/28/2018			38.52	
001	MSC 7511	182184	06/19/2018	06/12/2018			470.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	FFO200-01 RENTAL FEE	INV2515699	06/05/2018			470.88	
001	FUELMAN	182186	06/19/2018	06/12/2018			1,135.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-525	FRAUD DISPUTE: CLONED CARD	NP52626226	02/26/2018			1,135.99	
001	FUELMAN	182187	06/19/2018	06/12/2018			3,072.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-525	UNL FUEL	NP53454654	06/04/2018			2,402.91	
	001-161-525	UNL & DSL FUEL	NP53454654	06/04/2018			432.92	
	001-170-525	UNL & DSL FUEL	NP53454654	06/04/2018			162.07	
	001-205-525	UNL FUEL	NP53454654	06/04/2018			75.06	
001	FUELMAN	182188	06/19/2018	06/12/2018			3,502.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP53497335	06/11/2018			59.72	
	001-100-525	UNL FUEL	NP53497335	06/11/2018			2,703.66	
	001-161-525	UNL & DSL FUEL	NP53497335	06/11/2018			548.06	
	001-170-525	UNL FUEL	NP53497335	06/11/2018			149.33	
	001-205-525	UNL FUEL	NP53497335	06/11/2018			41.34	
001	SUM OF THE ARTS LLC	182193	06/19/2018	06/12/2018			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	1ST PLACE WINNER: PLEIN AIR	05052018	06/12/2018			250.00	
001	ALABAMA MEDIA GROUP	182194	06/19/2018	06/12/2018			17.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE: BOND VALIDATION	0008629455	05/11/2018	180791		17.40	
001	REYNOLDS WHOLESALE CO	182195	06/19/2018	06/12/2018			1,289.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS HS TISSUE (5)	59562	06/06/2018	180904		202.50	
	001-092-510	CS VB PAPER TOWELS (5)	59562	06/06/2018	180904		129.50	
	001-092-510	CS BROWN MF TOWELS (12)	59562	06/06/2018	180904		239.40	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	182195	06/19/2018	06/12/2018			1,289.36	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 4/1GAL NABC CLEANER (2)	59562	06/06/2018	180904		92.00	
	001-092-510	CS 3/144OZ PINE SOL	59562	06/06/2018	180904		32.25	
	001-092-510	200CT 30X36 CAN LINERS (3)	59562	06/06/2018	180904		59.85	
	001-092-510	100CT 38X58 CAN LINERS	59562	06/06/2018	180904		32.95	
	001-092-510	500CT 24X33 CAN LINERS (2)	59562	06/06/2018	180904		45.90	
	001-092-510	CS 12 LYSOL SPRAY (2)	59562	06/06/2018	180904		136.56	
	001-092-510	CS 6 FOAM SKIN CLEANER	59562	06/06/2018	180904		58.75	
	001-092-510	CS 1GAL DIAL SOAP	59562	06/06/2018	180904		59.80	
	001-092-510	CS HAND SANITIZER	59562	06/06/2018	180904		35.80	
	001-092-510	REGULAR MOP HEAD (4)	59562	06/06/2018	180904		23.60	
	001-092-510	CS 6/78CT CLOROX WIPES (2)	59562	06/06/2018	180904		59.40	
	001-092-510	CS 10/100 PF LATEX GLOVES	59562	06/06/2018	180904		59.50	
	001-092-510	TRIGGER SPRAYER (6)	59562	06/06/2018	180904		5.70	
	001-092-510	REG MOP HANDLES (2)	59562	06/06/2018	180904		15.90	
001	ACTION PRINTING CENTER INC	182196	06/19/2018	06/12/2018			317.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	REG ENV (2500): PARK & REC	94434	06/06/2018	180840		174.26	
	001-094-559	500 BUSINESS CARDS: STENNETT	94552	06/05/2018	180849		71.50	
	001-094-559	500 BUSINEES CARDS: DICKERSON	94552	06/05/2018	180849		71.50	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	182197	06/19/2018	06/12/2018			222.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FF-EL102 FIREFIGHTER TEST (11)	37041K6T8W	05/22/2018	180809		130.68	
	001-022-660	ADMIN FEE	37041K6T8W	05/22/2018	180809		92.15	
001	GULF COAST BUSINESS SUPPLY CO	182198	06/19/2018	06/12/2018			98.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	LIQUID SOAP DISPENSER	168882	05/17/2018	180820		15.99	
	001-092-510	BROWN MF TOWELS (3)	168882	05/17/2018	180820		64.71	
	001-161-500	BX JUMBO PAPER CLIPS	168882	05/17/2018	180820		5.11	
	001-161-500	1" VIEW BINDER (2)	168882	05/17/2018	180820		3.88	
	001-161-500	1/2' WHITE VIEW BINDER (2)	168882	05/17/2018	180820		4.28	
	001-161-500	HARD CLIPBOARD 9X12.5 (5)	168882	05/17/2018	180820		4.90	
001	LAWRENCE PRINTING COMPANY INC	182199	06/19/2018	06/12/2018			261.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	MINUTE BOOKS 5 & 6	28114	05/30/2018	180787		246.00	
	001-090-559	SHIPPING: PLANNING COMM	28114	05/30/2018	180787		15.95	
001	FOSTERS A/C & HEATING INC	182201	06/19/2018	06/12/2018			2,073.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	INSTALL A/C SYSTEM: SERV ROOM	E1892	05/30/2018	180839		2,073.29	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	182203	06/19/2018	06/12/2018			45.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	8X10 WALNUT PLAQUE	25649	06/01/2018	180792		40.00	
	001-090-559	ENGRAVED PLATE: MORAN AWARD	25649	06/01/2018	180792		5.00	

Release date from 06/19/2018 thru 06/19/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GOODYEAR AUTO CENTER	182204	06/19/2018	06/12/2018			160.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPR TIRE: 245/55R18 EAG	201223	05/23/2018	180844	8.00		
	001-100-638	245/55R18 EAG RS-A: K9 UNIT	201223	05/23/2018		138.24		
	001-100-638	MOUNT/BALANCE	201223	05/23/2018		13.00		
	001-100-638	WASTE TIRE FEE	201223	05/23/2018		1.00		
001	VERNON W DOSTER MD	182205	06/19/2018	06/12/2018			190.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE EMP DRUG SCREEN: WYLLIE	24686	05/01/2018	180752	45.00		
	001-100-604	PRE EMP PHYSICAL: WYLLIE	24686	05/01/2018	180752	50.00		
	001-100-604	PRE EMP DRUG SCREEN: HAMPTON	24706	05/02/2018	180752	45.00		
	001-100-604	PRE EMP PHYSICAL: HAMPTON	24706	05/02/2018	180752	50.00		
001	RIVIERA FINANCE OF TEXAS INC	182207	06/19/2018	06/12/2018			2,099.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	TIRE 385/65R22.5, LEFT FRONT	75644	06/08/2018	180845	385.00		
	001-161-638	MOUNT/DISMOUNT	75644	06/08/2018	180845	31.00		
	001-161-638	EPA FEE: E4	75644	06/08/2018	180845	10.00		
	001-161-638	SERVICE CALL	75634	06/08/2018	180845	79.00		
	001-161-638	TIRE 12R22.5 SENERGY HWY	75634	06/08/2018	180845	720.00		
	001-161-638	MOUNT/DISMOUNT	75634	06/08/2018	180845	57.00		
	001-161-638	EPA FEE: E1	75634	06/08/2018	180845	20.00		
	001-161-638	TIRE 12R22.5 SENERGY HWY	75635	06/08/2018	180845	720.00		
	001-161-638	MOUNT/DISMOUNT	75635	06/08/2018	180845	57.00		
	001-161-638	EPA FEE: E2	75635	06/08/2018	180845	20.00		
001	POWELL CONSTRUCTION SERVICES INC	182208	06/19/2018	06/12/2018			3,296.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	REPR TS:DOLPHIN & OLD SPANISH	1171	06/09/2018	180843	608.00		
	001-201-637	REPR TS LOOP:GV-RD @ SR ELEM	1167	06/05/2018	180857	2,688.00		
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182209	06/19/2018	06/12/2018			186.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	3" STANDARD VIEW BINDER (3)	3378855385	05/24/2018	180846	26.76		
	001-094-500	PILOT LIQUID MARKER 8PK	3378855385	05/24/2018	180846	10.71		
	001-094-500	STAPLES NEEDLE TIP PEN 12PK	3378855385	05/24/2018	180846	7.52		
	001-094-559	8-DIGIT CALCULATOR BONUS PACK	3378855385	05/24/2018	180846	4.99		
	001-094-500	SMEAD EXPANDING WALLET 3.5"	3379000035	05/25/2018	180846	25.95		
	001-001-509	AVERY CLEAR LABELS 2" 120CT	3379342092	05/30/2018	180859	14.78		
	001-001-509	200CT HW SHEET PROTECTOR	3379342093	05/30/2018	180859	12.39		
	001-001-509	STAN 1.5" VIEW BINDER (15)	3379342093	05/30/2018	180859	83.85		
001	J A DAWSON & CO INC	182212	06/19/2018	06/12/2018			669.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-596	3-1/2" ZERO-G CHAIR	17282	05/31/2018	180748	486.00		
	001-170-596	FREIGHT	17282	05/31/2018	180748	183.67		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AFFORDABLE PAINT & BODY	182214	06/19/2018	06/12/2018			755.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR REAR BUMPER COVER: U #49		556	06/05/2018	180854		275.00
	001-100-638	INSTL STRIPES/BUFF/POL: U #58		556	06/05/2018	180854		230.00
	001-100-638	REPR LEFT UPPER HINGE: U #58		556	06/05/2018	180854		250.00
001	CHANCELLOR INC	182219	06/19/2018	06/12/2018			6,860.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	LED STREET LIGHT LAMPS (100)		0301486031	06/01/2018	180747		6,860.00
001	OCCUPATIONAL HEALTH CENTER INC	182220	06/19/2018	06/12/2018			8,772.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-604	FULL PHYS W/VAC: HILL, M		145748	06/04/2018	180804		513.00
	001-161-604	FULL PHYS W/VAC: KOZLOWSKI, B		145748	06/04/2018	180804		559.00
	001-161-604	FULL PHYS W/VAC:NORTHINGTON, Z		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: ANSEMAN, BRIAN		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: BROWN, J		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: DOSSETT, T		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: FORTNEY, T		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: FOUNTAIN, K		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: GRAHAM, J		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: GUTHRIE, S		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: HERMES, T		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: HILL, J		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: JAY, D		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: JONES, T		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: LATCH, J		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: LORENZO, T		145748	06/04/2018	180804		514.00
	001-161-604	ANNUAL PHYS: MCCLURE, M		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: MCGARVEY, R		145748	06/04/2018	180804		364.00
	001-161-604	ANNUAL PHYS: ODOM, R		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: ROS, M		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: SHERMAN, J		145748	06/04/2018	180804		379.00
	001-161-604	ANNUAL PHYS: FREMIN, J		145748	06/04/2018	180804		379.00
001	AUDIOWAVE INC	182222	06/19/2018	06/12/2018			630.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL EQUIP/REMV TINT		A49288	06/05/2018	180853		580.00
	001-100-638	SHOP SUPPLIES: U # 9		A49288	06/05/2018	180853		50.00
FUND TOTAL	1 Claims	to	Checks	55 Total	172,851.17 Manual	Held	Total	172,851.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	182189	06/19/2018	06/12/2018			3,370.02	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		1002485	01/17/2018			3,370.02
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	182190	06/19/2018	06/12/2018			1,876.53	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		1010648	01/17/2018			1,876.53
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	182191	06/19/2018	06/12/2018			6,519.88	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		162483	05/14/2018			6,519.88
130	JE TALLEY CONSTRUCTION INC Account Number 130-130-770	182192	06/19/2018	06/12/2018			104,874.95	
		Description		Invoice #	Date	P.O.	Amount	
		ROW DEMOLITION PROJECT		1	05/30/2018			104,874.95
FUND TOTAL 130 Claims to		Checks	4 Total	116,641.38	Manual	Held	Total	116,641.38

Docket of Claims
Release date from 06/19/2018 thru 06/19/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	CREDIT CARD CENTER	182185	06/19/2018	06/12/2018			90.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-090-681	'15 IRC STUDY COMP/FLASHCARD	05012018	05/01/2018			90.95	
160	THE FIRE STORE	182211	06/19/2018	06/12/2018			511.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	NFPA CERT BLACK HOOD (20)	1858685001	05/29/2018	180514		511.80	
160	DELTA INDUSTRIAL SERVICE AND SUPPLY	182218	06/19/2018	06/12/2018			15,050.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	SCX GOLD COAT 3000/DEFEND (10)	65614	05/21/2018	180513		8,150.00	
	160-161-702	SCX GOLD PANT 3000/DEFEND (10)	65614	05/21/2018	180513		6,280.00	
	160-161-702	SCOTCHLITE LETTER "GFD" (30)	65614	05/21/2018	180513		150.00	
	160-161-702	VELCRO TAIL LETTER PATCH (10)	65614	05/21/2018	180513		330.00	
	160-161-702	ELASTIC LOOP ON WRISTER (10)	65614	05/21/2018	180513		80.00	
	160-161-702	SHIPPING	65614	05/21/2018	180513		60.20	
160	MERCHANTS & MARINE BANK	182224	06/19/2018	06/13/2018			17,750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-815	COMMAND VEHICLE PMT 5	320218	06/13/2018			17,750.00	
FUND TOTAL 160 Claims to		Checks	4 Total	33,402.95 Manual		Held	Total	33,402.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CITY OF GAUTIER	182096	06/19/2018	05/31/2018			43,611.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-900-969	TR USFWS MATCH (50):REQ 7	05302017	04/23/2018			38,511.70	
	171-900-969	TR PIER INSP FUNDS: REQ 15	05112017	05/01/2018			5,100.00	
171	DELTA SANITATION OF MS LLC	182210	06/19/2018	06/12/2018			375.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-021-779	DELIVERY: 914 DE LA POINTE	0000933207	05/31/2018	180794		75.00	
	171-021-779	HAUL CHARGE: 20 YD ROLL - OFF	0000933207	05/31/2018			300.00	
171	HOME TOWN LUMBER & SUPPLY INC	182213	06/19/2018	06/12/2018			1,139.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-021-779	CEMPLANK PRIME SOFFITT (2)	91067	05/30/2018	180860		54.98	
	171-021-779	PRIME W/GRAIN FBR CEMENT (100)	91067	05/30/2018	180860		570.00	
	171-021-779	PLYCEM REVERSE 1" (18)	91067	05/30/2018	180860		212.22	
	171-021-779	PRIME VENT SOFFITT (7)	91067	05/30/2018	180860		138.53	
	171-021-779	PLYCEM REVERSE 3/4" (7)	91067	05/30/2018	180860		104.23	
	171-021-779	GALV SIDING NAIL:GM CITY PARK	91067	05/30/2018	180860		59.99	
FUND TOTAL 171 Claims	to	Checks	3 Total	45,126.65	Manual	Held	Total	45,126.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	182166	06/19/2018	06/09/2018			3,292.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAY 2018	05/18/2018			3,292.08
FUND TOTAL 172 Claims	to	Checks	1 Total	3,292.08 Manual		Held	Total	3,292.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	182104	06/19/2018	06/01/2018			504.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	12V SPRAYER PUMP		42572	05/01/2018			98.95
	176-170-639	ARM ASSY, ARM SLEEVE (2)		42573	05/02/2018			118.21
	176-170-639	DIAPHRAGM KITS (2)		42576	05/03/2018			67.90
	176-170-639	SEAT TRACK W/ADJ ASSY: MOWER		42569	05/04/2018			74.85
	176-170-639	SEAT TRACK W/ADJ ASSY: GATOR		42570	05/08/2018			74.85
	176-170-639	CHECK VALVE KIT (2):SPRAY PUMP		42577	05/09/2018			69.50
176	STEINER SAW & MOWER	182110	06/19/2018	06/04/2018			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	18IN CHAIN (3)		424252	04/30/2018			60.00
176	O'REILLY AUTO PARTS	182112	06/19/2018	06/04/2018			123.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	1QT MOTOR OIL (12): MOWERS		1978494777	05/09/2018			53.88
	176-170-559	SHOP SUPPLIES (18): SHEP PARK		1978495561	05/17/2018			69.78
176	LOWES HOME CENTERS INC	182123	06/19/2018	06/06/2018			536.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	CAMPSITE REPR: LOT #24		901346	04/25/2018			31.28
	176-170-586	CAMPSITE REPR: LOT #2		901065	05/01/2018			25.16
	176-170-586	6PK VINCA FLOWER (9)		919709	05/03/2018			16.92
	176-170-586	150W BULB (2): STREET LIGHTS		910774	05/09/2018			43.66
	176-170-586	15PK FBGL SAFETY MASK		903253	05/09/2018			27.53
	176-170-559	SCH PIPE, BALL VLV,TURN KNOB		909063	05/10/2018			9.69
	176-170-586	REPR CUT ELECT LINE: SUPPLIES		901358	05/23/2018			382.00
176	C SPIRE WIRELESS	182178	06/19/2018	06/11/2018			50.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	05/31/2018			50.28
176	SOUTHERN PIPE & SUPPLY	182202	06/19/2018	06/12/2018			45.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	FAUCET REPAIR KIT: SHEP PARK		1922919-00	05/31/2018	180831		45.85
176	CENTRAL BUSINESS FORMS	182215	06/19/2018	06/12/2018			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	HONOR BOX ENVELOPES (1000)		19091	05/25/2018	180824		225.00
	176-170-500	SHIPPING: SHEP PARK		19091	05/25/2018	180824		15.00
FUND TOTAL 176 Claims to		Checks	7 Total	1,560.29	Manual	Held	Total	1,560.29

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	182116	06/19/2018	06/04/2018			180,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAY 2018 OPERATION FEE		GAUTIER066	06/01/2018			180,357.75
400	SOUTHERN PEST CONTROL INC	182117	06/19/2018	06/04/2018			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	PUBLIC WORKS BLDG: FLEA TRMT		331933	05/30/2018			60.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	182121	06/19/2018	06/05/2018			596.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6718882134	06/01/2018			596.66
400	LOWES HOME CENTERS INC	182124	06/19/2018	06/06/2018			373.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	80LB CONCRETE MIX (12)		901296	05/02/2018			44.76
	400-651-683	REPR STORM DRAIN: OXFORD DR		902122	05/10/2018			113.88
	400-651-767	SUPPLIES: INSTALL SCADA		910015	05/16/2018			196.58
	400-651-767	SUPPLIES: INSTALL SCADA		910121	05/22/2018			18.42
400	COGENT STRATEGIES LLC	182165	06/19/2018	06/09/2018			7,551.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1212	06/08/2018			7,500.00
	400-650-601	TAXI CABS/UBERS-LOCAL		1212	06/08/2018			51.86
400	FOSTERS A/C & HEATING INC	182173	06/19/2018	06/09/2018			290.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	SERVICE CALL-PW SHOP OFFICE		W1031132	05/25/2018			105.00
	400-650-635	DUAL CAPACITOR/ADD FREON		W1031132	05/25/2018			185.00
400	JACKSON COUNTY UTILITY AUTHORITY	182179	06/19/2018	06/11/2018			174,032.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2018 TREATMENT CHGS		75	06/01/2018			168,061.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		75	06/01/2018			5,971.00
400	U S WATER SERVICES INC	182180	06/19/2018	06/13/2018			59.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	SHORT BILLED - INV 366281		INV380492	05/31/2018			59.80
400	THE KOERBER COMPANY PA	182181	06/19/2018	06/12/2018			6,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	LITIGATION SERVICES: JCUA		5122	04/30/2018			6,750.00
400	REGIONS BANK	182182	06/19/2018	06/12/2018			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	MDB 2013 BOND ANNUAL FEE		63696	05/31/2018			2,500.00
400	LAWRENCE PRINTING COMPANY INC	182200	06/19/2018	06/12/2018			233.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	500 LASER CHECKS:BOND CONSTR		28368	06/07/2018	180884		225.00
	400-650-500	SHIPPING		28368	06/07/2018	180884		8.97

QUEITA	GLMCLM17 06/13/2018 11:55	Gautier Current Purchasing	Docket of Claims				PAGE	16
		Release date from 06/19/2018 thru 06/19/2018						
Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE INC	182206	06/19/2018	06/12/2018			4,087.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	1.5HP SUB PUMP MOTOR: LS-28		12029	05/25/2018	180855		1,948.60
	400-651-584	3HP SUB PUMP MOTOR: SPARE		12029	05/25/2018	180855		2,139.00
400	PROFESSIONAL SYSTEMS USA INC	182216	06/19/2018	06/12/2018			780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	WATER QUALITY REPORT (7500)		365105	06/04/2018	180842		780.00
400	CORE & MAIN LP	182217	06/19/2018	06/12/2018			48.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1 PVC SCH40 SW CAP (12)		I889007	05/25/2018	180826		4.32
	400-651-581	1 PVC BALL VALVE (12)		I889007	05/25/2018	180826		37.92
	400-651-581	1X3/4 PVC SCH40 FEM ADPT (12)		I889007	05/25/2018	180826		6.60
400	LYMAN WELL COMPANY	182221	06/19/2018	06/12/2018			4,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	LABOR/EQUIP: OFFICE WELL		18010	06/06/2018	180895		2,400.00
	400-651-582	WIRE CONDUIT/BOLTS		18010	06/06/2018	180895		1,100.00
	400-651-582	PULL MOTOR		18010	06/06/2018	180895		500.00
	400-651-582	REINSTALL MOTOR		18010	06/06/2018	180895		500.00
400	J H WRIGHT & ASSOCIATES INC	182223	06/19/2018	06/12/2018			11,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PRIMEX LOAD REACTOR:OFC WELL		407436	05/30/2018	180721		1,385.00
	400-651-767	M112 WIRELESS ALARM SYSTEM (5)		407486	05/31/2018	180796		7,000.00
	400-651-767	M651 WET WELL ALARM MODULE (5)		407486	05/31/2018	180796		875.00
	400-651-767	1 YEAR SERVICE PACKAGE (5)		407486	05/31/2018	180796		1,740.00
	400-651-767	FREIGHT: SCADA		407486	05/31/2018	180796		100.00
400	MALLETTE BROTHERS CONSTRUCTION INC	182232	06/19/2018	06/13/2018			447.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8.13 RIP RAP TN (MALL WELL)		19761	05/31/2018			447.15
400	CITY OF GAUTIER	182234	06/19/2018	06/13/2018			110,411.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	BAL APR 2018 GARBAGE PMTS		04302018	04/30/2018			5,145.48
	400-000-104	MAY 2018 GARBAGE PMTS		05312018	05/31/2018			105,266.23
FUND TOTAL 400 Claims		to	Checks	18 Total	504,180.98 Manual	Held	Total	504,180.98

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	172,851.17 Manual	Held	Total	172,851.17
FUND 130 Claims	to	Checks	4 Total	116,641.38 Manual	Held	Total	116,641.38
FUND 160 Claims	to	Checks	4 Total	33,402.95 Manual	Held	Total	33,402.95
FUND 171 Claims	to	Checks	3 Total	45,126.65 Manual	Held	Total	45,126.65
FUND 172 Claims	to	Checks	1 Total	3,292.08 Manual	Held	Total	3,292.08
FUND 176 Claims	to	Checks	7 Total	1,560.29 Manual	Held	Total	1,560.29
FUND 400 Claims	to	Checks	18 Total	504,180.98 Manual	Held	Total	504,180.98
FUND 404 Claims	to	Checks	2 Total	80,968.07 Manual	Held	Total	80,968.07

Total for all Funds		Checks	94 Total	958,023.57 Manual	Held	Total	958,023.57

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

June 19, 2018
Receive April 2018 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive April 2018 Finance 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	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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. 21-35-13 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 Report for April 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 June 19, 2018.

APR 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,226,284.50
MS Development Loan Katrina	Depository Account	007-000-001	(\$324.80)
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	
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	(\$94,103.07)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$540,151.67
Fire Protection Fund	Depository Account	160-000-001	\$273,885.97
Tidelands Grant	Depository Account	171-000-001	(\$20,168.50)
Library Support Fund	Depository Account	172-000-001	\$4,206.39
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$54,495.96
USDA NRCS EWP Program	Depository Account	300-000-001	\$142,487.00
Solid Waste Fund	Depository Account	404-000-001	\$173,512.77
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,389,665.51
General Depository Reconciled Cash Balance			\$4,388,855.05

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account-Hancock	350-000-002	
Bemis Sewer Project	Enterprise Account-Hancock	351-000-002	\$11,000.00
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	\$2,346,205.46
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$57,127.52
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
General Ledger Cash Balance			\$2,414,332.98
Enterprise Reconciled Cash Balance			\$2,410,501.03

**APRIL 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2018	APR 2018	Balance	50.00% % to date
General Fund Revenues	9,592,488.00	6,710,724.22	2,881,763.78	69.9%
Expenditures:				
001 Legislative	129,212.00	74,414.79	54,797.21	57.5%
010 City Court	319,170.00	178,896.02	140,273.98	56.0%
021 City Manager	243,564.00	151,560.19	92,003.81	62.2%
022 Human Resources	143,050.00	82,292.21	60,757.79	57.5%
040 City Clerk	277,455.00	140,562.80	136,892.20	50.6%
045 Finance	183,825.00	99,595.86	84,229.14	54.1%
060 City Attorney	105,000.00	58,080.19	46,919.81	55.3%
090 Economic Dev - Planning	337,137.00	168,848.90	168,288.10	50.0%
092 Building & General Expenses	566,700.00	368,596.74	198,103.26	65.0%
094 Grants & Project Admin	141,768.00	75,434.21	66,333.79	53.2%
100 Police	3,204,363.00	1,702,286.10	1,502,076.90	53.1%
161 Fire	2,405,157.00	1,360,122.86	1,045,034.14	56.5%
170 Recreation	452,934.00	233,936.49	218,997.51	51.6%
201 PW: Streets	278,000.00	83,992.22	194,007.78	30.2%
205 PW: Maintenance	234,530.00	128,814.93	105,715.07	54.9%
900 Interfund Transfers	1,045,982.00	523,557.09	522,424.91	50.0%
General Fund Expenditures	10,067,847.00	5,430,991.60	4,636,855.40	53.9%
<i>Total Operating Expenditures</i>	8,873,297.00	4,881,770.49	3,991,526.51	
<i>Total Capital Outlay Expenditures</i>	84,592.00	25,664.02	58,927.98	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	1,045,982.00	523,557.09	522,424.91	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,067,847.00	5,430,991.60	4,636,855.40	
<i>Personnel</i>	6,914,250.00	3,874,684.07	3,039,565.93	
<i>Supplies</i>	456,517.00	204,786.25	251,730.75	
<i>Other Services</i>	1,502,530.00	802,300.17	700,229.83	
<i>Capital Outlay</i>	84,592.00	25,664.02	58,927.98	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	1,045,982.00	523,557.09	522,424.91	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,067,847.00	5,430,991.60	4,636,855.40	

**APRIL 2018
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2018	As of APR 2018	Balance	58.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	268,713.75	10,515.25	96.2%
Expenditures	279,229.00	269,313.75	9,915.25	96.4%
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	14,433.34	0.66	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
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	189,149.89	79,978.11	70.2%
Expenditures	178,291.47	192,416.43	(14,124.96)	107.9%
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	443,219.09	3,671,343.12	10.7%
Expenditures	4,401,062.21	202,243.33	4,198,818.88	4.5%
157 US Justice Equitable Sharing				
Revenues	0.00	232,418.20	(232,418.20)	
Expenditures	50,000.00	111,806.37	(61,806.37)	223.6%
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	3,687.31	191,948.54	1.8%
171 Combined Tidelands Grant				
Revenues	713,797.29	136,229.03	577,568.26	19.0%
Expenditures	632,264.74	106,954.24	525,310.50	16.9%
172 Library Support Fund				
Revenues	109,578.00	93,605.70	15,972.30	85.4%
Expenditures	109,578.00	89,399.31	20,178.69	81.5%

**APRIL 2018
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2017	As of APR 2018	Balance	58.33% % to date
176 Shepard State Park				
Revenues	89,500.00	67,201.00	22,299.00	75.0%
Expenditures	124,623.00	64,750.96	59,872.04	51.9%
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	35,900.00	628,940.00	5.3%
350 Elevated Water Tank				
Revenues	1,122,500.00	36,000.00	1,086,500.00	3.2%
Expenditures	1,122,500.00	25,000.00	1,097,500.00	2.2%
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	723,680.30	560,319.70	56.3%
Expenditures	1,305,000.00	575,105.38	729,894.62	44.0%
409 EPA: Brownfields Assessment				
Revenues	7,693.90	0.00	7,693.90	
Expenditures	7,693.90	0.00	7,693.90	

**APRIL 2018
YEAR TO DATE TOTALS**

ENTERPRISE (400)

	BUDGET FY 2018	APR 2018	Balance	58.33% % to date
Utility Fund Revenues	8,943,818.00	5,331,277.66	3,612,540.34	59.6%
Administration	2,805,776.00	1,624,014.84	1,181,761.16	57.8%
Water & Sewer O & M	2,955,884.00	1,519,507.71	1,436,376.29	51.4%
Debt Service	2,476,684.00	1,470,979.83	1,005,704.17	59.3%
Transfers	536,000.00	286,000.00	250,000.00	53.3%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	4,900,502.38	4,073,841.62	54.6%

<i>Total Operating Expenditures</i>	5,607,660.00	3,122,829.08	2,484,830.92	
<i>Total Capital Outlay Expenditures</i>	154,000.00	20,693.47	133,306.53	
<i>Total Debt Service</i>	2,476,684.00	1,470,979.83	1,005,704.17	
<i>Total Interfund Transfers</i>	536,000.00	286,000.00	250,000.00	
<i>Total Contingency Expenditures</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	8,974,344.00	4,900,502.38	4,073,841.62	

<i>Personnel</i>	249,133.00	120,225.71	128,907.29	
<i>Supplies</i>	330,000.00	119,550.23	210,449.77	
<i>Other Services</i>	5,028,527.00	2,883,053.14	2,145,473.86	
<i>Capital Outlay</i>	154,000.00	20,693.47	133,306.53	
<i>Debt Service</i>	2,476,684.00	1,470,979.83	1,005,704.17	
<i>Interfund Transfers</i>	536,000.00	286,000.00	250,000.00	
<i>Contingencies</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	8,974,344.00	4,900,502.38	4,073,841.62	

Enterprise Special Funds

	BUDGET FY 2018	APR 2018	Balance	58.33%
421 MSB - Water Ionization Project				
Capital Outlay	55,131.74	3,704.22	51,427.52	6.7%

	BUDGET FY 2018	APR 2018	Balance	58.33%
602 DEBT SERVICE: 2012 GUD BOND				
Revenue	1,397,350.00	816,527.20	580,822.80	58.4%
Bonds Payable	1,396,350.00	1,382,450.00	13,900.00	99.0%

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:

June 19, 2018

Title:

Authorization to approve Seymour Engineering as authorized agent on behalf of the City of Gautier

Introduced by:

Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Maine Resources permitting process for the elevated water tank project.

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:

Gollott ☐ 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 intends to construct a water storage tank to support expansions at B & D Plastics and development in the surrounding area; and

WHEREAS, the City has retained Seymour Engineering to provide engineering and other professional services in relation to this project; and

WHEREAS, this project requires Department of Marine Resources approval and permitting; and

WHEREAS, the Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Seymour Engineering is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Elevated Water Tank Project.

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

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 June 19, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 06/13/2018
Subject: Elevated Water Tank – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application

REQUEST:

The Grants and Projects Department requests City Council approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the elevated water tank project.

BACKGROUND:

The water storage project, totaling \$1,115,000, will construct a water storage tank to support expansions at B & D Plastics and development in the surrounding area. Funding for the construction and professional services will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority, a \$750,000 CAP loan from MDA, a \$15,000 pledge from the City's enterprise utility revenues, and/or other sources.

DISCUSSION:

The Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the elevated water tank project.

The City Council may:

- 1) Approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the elevated water tank project as presented; or
- 2) Not approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the elevated water tank project as presented.

ATTACHMENTS:

1. Consent Agenda Item 2-Authorization for Seymour Engineering Agent Authorization for Elevated Water Tank Project
2. Agent Authorization Request

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free: 888-385-2350

June 12, 2018

Ms. Paula Yancey
City Manager
City of Gautier
3330 Hwy 90
Gautier, MS 39553

RE: Agent Authorization Form
Elevated Water Tank, Carter Rd

Dear Ms. Yancey,

Attached please find the Agent Authorization Form which authorizes Seymour Engineering, PLLC to act on behalf of the City of Gautier to secure the necessary permitting for the Elevated Tank Project.

The property selected for the tank location, has some wetlands which will be impacted as a result of the entrance driveway and associated utilities for the project. We are close to finalizing the permit package and will need to submit the executed Agent Authorization upon submittal of all permitting documents. Therefore, please execute the enclosed form and return to me to include with our permit request.

If you should have any questions or need additional information, please don't hesitate to call.

Sincerely,
SEYMOUR ENGINEERING

Bobby Weaver,
Senior Project Manager



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Seymour Engineering

(name of agent)

Carter Rd

(location of project)

925 Tommy Munro Drive, Suite G

(address)

Located off of Hwy 57

Biloxi, MS 39532

(city, state, zip code)

City of Gautier, Jackson County, MS

(228) 385-2350 x115

(agent phone number)

City of Gautier

(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? ☒ Yes ☐ No

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

June 19, 2018
Approval is requested for Indian Point RV Resort to hold a Fireworks show on July 4, 2018 at its own expense for the benefit of the public within the Gautier City Limits

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval is requested for Indian Point RV Resort to hold a Fireworks show on July 4, 2018 at its own expense for the benefit of the public within the Gautier City Limits.

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:

RESOLUTION NUMBER 000-2018

WHEREAS, the Indian Point RV Resort has expressed the desire to have a fireworks show within the Gautier city limits on Wednesday, July 4, 2018 for the benefit of the public; and

WHEREAS, the fireworks show shall be provided at no charge to the City; and

WHEREAS, the Fire Marshall recommends approval of the fireworks show within the Gautier city limits with the conditions contained in the attached memorandum; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, find the fireworks show is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, that Indian Point RV Resort is hereby authorized to host a fireworks show within city limits on Wednesday July 4, 2018 for the benefit of the public at large, and at no cost to the City.

BE IT FURTHER RESOLVED that approval is subject to the stipulations and limitations contained in the attached memorandum from the Fire Marshall.

BE IT FURTHER RESOLVED that the City Manager or City Clerk is authorized to execute any and all documents.

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 June 19, 2018.



GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

To: Paula Yancey, City Manager

From: Derek McCoy, Deputy Chief

Date: 06/13/2018

Subject: Indian Point Fireworks Display

I have spoken with Mr. James Lee, owner of Indian Point regarding the July 4th fireworks display and discussed his plans of operation and the requirements as dictated within the 2012 International Fire Code as it applies to his proposed event.

I advised Mr. Lee of the following:

- 1 – Ensure that favorable wind speed and direction in relation to the launch site, structures, and spectators exists for the purpose of safety. If conditions are not favorable the display should be postponed until conditions improve.
- 2 – Based on size of proposed fireworks to be launched, there must be a minimum distance of 105' between any spectators and the launch site.
- 3 – Personnel must be provided to act as "crowd control" to ensure the previously mentioned distance is maintained.
- 4 – Allow fire department personnel to be present to act as fire watch during the time of the display.

Mr. Lee stated that he has no problem in meeting the above stated requirements and request. Therefore, It is my recommendation that approval is made for Mr. Lee to conduct a fireworks display on his property on the evening of July 4th 2018.

Sincerely,

Derek McCoy

**CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

June 19, 2018
**Authorization to submit FY 2020 Mississippi Tidelands
Trust Fund Applications**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to submit applications to the Mississippi Department of Marine Resources for FY 2020 Tidelands Public Access funding.

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	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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 may apply for Tidelands funding each year; and

WHEREAS, the City may submit multiple applications for Tidelands funding so long as the projects are prioritized; and

WHEREAS, Staff has recommended that applications be submitted for 1) City Park and Town Commons Park improvements and 2) Shepard State Park improvements, prioritized in that order;

WHEREAS, City Council has determined that submitting these applications, as prioritized, is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the City Council of Gautier, Mississippi, that the submission of these applications to the Mississippi Department of Marine Resources for FY 2020 Tidelands Public Access funding, as prioritized, is hereby authorized.

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

Motion 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 June 19, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 06/12/2018
Subject: FY2020 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to submit two applications to the Mississippi Department of Marine Resources for FY2020 Tidelands Public Access funding.

BACKGROUND:

"The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands."

DISCUSSION:

The Grants and Projects Department has identified two projects for FY2020 Tidelands Public Access funding. The typical request amount per project is \$250,000. If more than one project is authorized by City Council for an application, priorities must be assigned to the funding requests. The application with top priority would include continued improvements to City Park and the new Town Commons Park. The second priority application would be for continued improvements to Shepard State Park amenities/infrastructure. All three parks listed above have been approved previously for Tidelands funding.

RECOMMENDATION:

The Grants and Projects Department requests that City Council authorize the department to submit two applications to the Mississippi Department of Marine Resources for FY2020 Tidelands Public Access funding.

City Council may:

- 1) Authorize the Grants and Projects Department to submit two applications to the Mississippi Department of Marine Resources for FY2020 Tidelands Public Access funding; or
- 2) Not authorize the Grants and Projects Department to submit two applications to the Mississippi Department of Marine Resources for FY2020 Tidelands Public Access funding.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting: June 19, 2018
Title: Appointment of Gautier Planning Commission Member

Introduced by:
Contact Person/Telephone City Manager 497-8000 ext. 306

Summary Explanation: Appointment of Gautier Planning Commission Member

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Planning Commission Member is hereby approved.

Ward 5 – Shawn Wozencraft

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

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 June 19, 2018.

Cindy Russell

From: acolledge@gautier-ms.gov
Sent: Thursday, June 14, 2018 12:45 PM
To: pyancey@gautier-ms.gov; crussell@gautier-ms.gov; Josh Danos; Scott Ankerson
Subject: 6/19/18 Council Meeting

Paula / Cindy,

Can you please add to Tuesday's agenda a business item to appoint Shawn Wozencraft to the Planning Commission as the Ward 5 appointee?

Contact info:
Shawn Wozencraft
8413 Pine Cone Drive
Cell: (228) 233-9669

Thanks,

Adam Colledge
Councilman Ward 5
City of Gautier
(228) 861-8158
acolledge@gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 19, 2018**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
