

**AGENDA**  
**CITY OF GAUTIER, MISSISSIPPI**  
**CITY HALL COUNCIL CHAMBERS**  
**July 17, 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. Gautier Senior Center Membership Drive July 18th 10:00 AM until 1:00 PM**
- 3. Gautier's 2nd Annual Music on the Lawn, July 21st 5:00 PM until 8:00 AM at Gautier City Hall**
- 4. Gautier Youth Football Camp, July 25th 8:30 AM until 11:00 AM at GHS Football Field**
- 5. Gautier Youth Basketball Camp July 26th & 27th 9:00 AM until 12:00 PM at Gautier Middle School Gym**

**IV. Presentation Agenda**

- 1. 2018-2019 Gautier Mayor's Youth Council Swearing In**

**V. Business Agenda**

1. Authorize the execution of an Emergency Watershed Protection Program Grant Form (NRCS)

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

2. Approval of Docket of Claims

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

1. Approval for an addendum to Delta Computer Systems Software Support Agreement for fiscal year 2018-2019
2. Authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant
3. Approval of an addendum to the American Tank Water Tank Maintenance Agreement
4. Approval of the renewal of the service agreement with Cable One for the North Police Substation internet service.
5. Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC
6. Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event
7. Approval of the 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP
8. Receive May 2018 Finance Report
9. Approval of minutes from Recessed Council Meeting held June 19, 2018 & Regular Council Meeting held July 3, 2018



**10. Receive May & June 2018 Privilege License**

**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 August 7, 2018 at 6:30 PM**  
**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

**CITY OF GAUTIER, MISSISSIPPI  
ANNOUNCEMENT AGENDA  
July 17, 2018**

**ITEM DESCRIPTION:**

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**ANNOUNCEMENTS**

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

**NOTES:**

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*Nature's Playground*

# 2nd Saturday



# Farmers MARKET



MAY — OCTOBER  
2<sup>ND</sup> 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



# 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-Vancleave 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](mailto: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.

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To register, please visit:

Gautier City Hall

3330 Hwy 90

Contact Chassity or Rachel at 228-497-8000 ext. 317 [cbilbo@gautier-ms.gov](mailto:cbilbo@gautier-ms.gov) or [rhonea@gautier-ms.gov](mailto:rhonea@gautier-ms.gov)





**CITY OF GAUTIER, MISSISSIPPI  
PRESENTATION AGENDA  
July 17, 2018**

**ITEM DESCRIPTION:**

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**PRESENTATION AGENDA - None**

**NOTES:**

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

**Council Meeting:**

**July 17, 2018**

**Title:**

**Authorize the execution of an Emergency Watershed Protection Program Grant Form (NRCS)**

**Introduced by:**

**Contact Person/Telephone**

**City Manager 497-8000 ext. 306**

**Summary Explanation: Authorization to allow the City Manager to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Colledge</b> | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 NRCS Emergency Watershed Protection Program was established by Congress to respond to emergencies created by natural disasters; and

**WHEREAS**, the NRCS Emergency Watershed Protection Program provides grants for drainage projects in municipalities; and

**WHEREAS**, submittal of the attached grant form is required before NRCS can generate a grant agreement for a second round of NRCS drainage grant funding; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 07/10/2018  
**Subject:** Execution of Emergency Watershed Protection Program Grant Form (NRCS)

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**REQUEST:**

The Grants and Projects Departments requests City Council authorization to allow the City Manager to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

**BACKGROUND:**

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

**DISCUSSION:**

This form is required before NRCS can generate a grant agreement for a second round of NRCS drainage grant funding.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council allow the City Manager to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

The City Council may:

- 1) Authorize the City Manager to execute the Assurances-Construction Programs form as presented; or
- 2) Not authorize the City Manager to execute the Assurances-Construction Programs form.

**ATTACHMENTS:**

1. Assurances-Construction Programs

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|                                             |  |                |  |
|---------------------------------------------|--|----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL |  | TITLE          |  |
| APPLICANT ORGANIZATION<br>City of Gautier   |  | DATE SUBMITTED |  |

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

**Council Meeting:**  
**Title:**

**July 17, 2018  
Approval of Docket of Claims**

**Introduced by:**  
**Contact Person/Telephone**

**Teresa Montgomery 497-8000**

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**Summary Explanation: Approval of the Docket of Claims.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Motion Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

|                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Second Made by:</b>   |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| <b>Torjusen</b>          | <input type="checkbox"/> | <b>Martin</b>            | <input type="checkbox"/> | <b>George</b>            | <input type="checkbox"/> | <b>Jackson</b>           | <input type="checkbox"/> | <b>Vaughan</b>           | <input type="checkbox"/> |
| <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          | <input type="checkbox"/> |                          |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

| Fund | Name of Claimant             | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SECURE NETWORKS LLC          | 182374                         | 07/17/2018   | 06/29/2018 |              |              | 2,430.00     |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                  | AUG 2018 NETWORK SERVICES      |              | 3459       | 06/14/2018   |              |              | 2,280.00             |
|      | 001-092-698                  | SYNCHRONIZED EMAIL             |              | 3459       | 06/14/2018   |              |              | 150.00               |
| 001  | BELL AUTO PARTS INC          | 182375                         | 07/17/2018   | 06/29/2018 |              |              | 299.78       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-638                  | FILTER: FUEL (2), WATER: E4    |              | 42634      | 06/19/2018   |              |              | 123.37               |
|      | 001-161-638                  | FILTER, 1GAL ROTELLA OIL(3):E4 |              | 42635      | 06/25/2018   |              |              | 111.91               |
|      | 001-161-638                  | 1GAL SHELL OIL 15W40 (3): E4   |              | 42636      | 06/27/2018   |              |              | 64.50                |
| 001  | PASCAGOULA UTILITIES         | 182379                         | 07/17/2018   | 07/02/2018 |              |              | 29.80        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-630                  | CENTRAL FIRE STN               |              | 73920      | 06/26/2018   |              |              | 12.49                |
|      | 001-161-630                  | SOUTH FIRE STN                 |              | 74099      | 06/26/2018   |              |              | 17.31                |
| 001  | RIVIERA FINANCE OF TEXAS INC | 182382                         | 07/17/2018   | 07/02/2018 |              |              | 113.00       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-638                  | SERVICE CALL                   |              | 75748      | 06/25/2018   |              |              | 79.00                |
|      | 001-161-638                  | REPR FLAT: E2                  |              | 75748      | 06/25/2018   |              |              | 34.00                |
| 001  | DELTA SANITATION OF MS LLC   | 182397                         | 07/17/2018   | 07/05/2018 |              |              | 35.00        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                  | FRAZIER PORT O LET             |              | 0000937705 | 06/30/2018   |              |              | 35.00                |
| 001  | CABLE ONE INC                | 182399                         | 07/17/2018   | 07/05/2018 |              |              | 92.31        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                  | JUL 2018: CFD #122024086       |              | 06162018   | 06/23/2018   |              |              | 92.31                |
| 001  | CABLE ONE INC                | 182401                         | 07/17/2018   | 07/05/2018 |              |              | 92.31        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                  | JUL 2018: NFD #122024383       |              | 06162018   | 06/23/2018   |              |              | 92.31                |
| 001  | CABLE ONE INC                | 182405                         | 07/17/2018   | 07/05/2018 |              |              | 92.31        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                  | JUL 2018: SFD #122025091       |              | 06162018   | 06/23/2018   |              |              | 92.31                |
| 001  | CABLE ONE INC                | 182407                         | 07/17/2018   | 07/05/2018 |              |              | 84.62        |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                  | JUL 2018: SR BLDG #120793682   |              | 06242018   | 07/01/2018   |              |              | 84.62                |
| 001  | CABLE ONE INC                | 182408                         | 07/17/2018   | 07/05/2018 |              |              | 130.07       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                  | JUL 2018: #107571481           |              | 06242018   | 07/01/2018   |              |              | 130.07               |
| 001  | SYSCON INC                   | 182409                         | 07/17/2018   | 07/05/2018 |              |              | 1,475.00     |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-698                  | JUL 2018 COURT SUPPORT         |              | 1-44181    | 07/02/2018   |              |              | 1,475.00             |

| Fund | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | MALLETTE BROTHERS CONSTRUCTION INC | 182410                         | 07/17/2018   | 07/05/2018 |              |              | 278.70       |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-201-576                        | 9.29 A-BASE LIMESTONE TN       | 19798        | 06/30/2018 |              |              |              | 278.70               |
| 001  | TEC                                | 182412                         | 07/17/2018   | 07/05/2018 |              |              | 101.22       |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-605                        | MONTHLY LONG DISTANCE          | 935812       | 07/01/2018 |              |              |              | 101.22               |
| 001  | AUTO TRUCK AND TRAILER PARTS INC   | 182413                         | 07/17/2018   | 07/05/2018 |              |              | 1,436.62     |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-638                        | CABLE (3), HANDLE (2):REC VAN  | 268860       | 06/05/2018 |              |              |              | 171.62               |
|      | 001-100-570                        | BATTERY: U #15806              | 268973       | 06/06/2018 |              |              |              | 105.00               |
|      | 001-100-570                        | HUB CAPS (4)                   | 268948       | 06/06/2018 |              |              |              | 74.00                |
|      | 001-161-638                        | BUTT SPLICE (2): E5            | 269096       | 06/13/2018 |              |              |              | 28.23                |
|      | 001-161-638                        | HOSE: CMD 33                   | 269080       | 06/13/2018 |              |              |              | 247.13               |
|      | 001-161-638                        | SEAL (2), GASKET (2): E4       | 269070       | 06/13/2018 |              |              |              | 92.44                |
|      | 001-100-570                        | HEAD LIGHT (2): U #9           | 269092       | 06/13/2018 |              |              |              | 147.00               |
|      | 001-161-638                        | SWITCH: E4                     | 269122       | 06/14/2018 |              |              |              | 11.57                |
|      | 001-161-638                        | DRIER FITTER,SALES TAX CHR: E4 | 269140       | 06/15/2018 |              |              |              | 24.56                |
|      | 001-100-570                        | WIPER (4)                      | 269183       | 06/18/2018 |              |              |              | 26.00                |
|      | 001-100-570                        | WIPER (10)                     | 269198       | 06/19/2018 |              |              |              | 65.00                |
|      | 001-170-639                        | DEF FLUID: BUCKET TRUCK        | 269200       | 06/19/2018 |              |              |              | 12.14                |
|      | 001-161-638                        | DCA, ANTIFREZ                  | 269276       | 06/21/2018 |              |              |              | 59.29                |
|      | 001-161-638                        | PUMP: E4                       | 269286       | 06/22/2018 |              |              |              | 148.21               |
|      | 001-161-638                        | REPR PARTS (8): E1             | 269315       | 06/25/2018 |              |              |              | 194.85               |
|      | 001-161-638                        | SWITCH                         | 269342       | 06/26/2018 |              |              |              | 10.45                |
|      | 001-161-638                        | DRIER: E1                      | 269386       | 06/28/2018 |              |              |              | 20.74                |
|      | 001-161-638                        | CRT MEMO 269140:SALES TAX CHR  | 269486       | 06/29/2018 |              |              |              | -1.61                |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 182420                         | 07/17/2018   | 07/06/2018 |              |              | 1,538.31     |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-631                        | SOUTH FD 76008001              | 06202018     | 06/27/2018 |              |              |              | 268.59               |
|      | 001-170-631                        | BACOT PARK 10137               | 06202018     | 06/27/2018 |              |              |              | 1,131.43             |
|      | 001-201-629                        | SIGNAL LIGHTS 10138            | 06202018     | 06/27/2018 |              |              |              | 114.69               |
|      | 001-170-631                        | BACOT SPLASHPAD 103751001      | 06202018     | 06/27/2018 |              |              |              | 23.60                |
| 001  | MSC 7511                           | 182422                         | 07/17/2018   | 07/06/2018 |              |              | 145.10       |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-699                        | FNK100-001 RENTAL FEE          | INV2538359   | 06/19/2018 |              |              |              | 145.10               |
| 001  | MS DEPT OF FINANCE & ADMIN         | 182423                         | 07/17/2018   | 07/06/2018 |              |              | 28,684.50    |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-000-300                        | JUN 2018 COURT ASSESSMENTS     | 06302018     | 07/03/2018 |              |              |              | 28,684.50            |
| 001  | MS DEPT OF PUBLIC SAFETY           | 182424                         | 07/17/2018   | 07/06/2018 |              |              | 1,969.00     |                      |
|      | Account Number                     | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-000-300                        | JUN 2018 SPECIAL ASSESSMENTS   | 06302018     | 07/02/2018 |              |              |              | 1,969.00             |

| Fund | Name of Claimant       | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | ACE DATA STORAGE INC   | 182425                         | 07/17/2018   | 07/06/2018 |              |              | 105.00       |                      |
|      | Account Number         | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699            | JUN 2018 SHREDDING SERVICE     |              | 0059830    | 07/01/2018   |              |              | 105.00               |
| 001  | C SPIRE WIRELESS       | 182426                         | 07/17/2018   | 07/06/2018 |              |              | 967.08       |                      |
|      | Account Number         | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-605            | CITY MGR CELL PHONE            |              | 0030759348 | 06/30/2018   |              |              | 50.28                |
|      | 001-022-605            | HR CELL PHONE                  |              | 0030759348 | 06/30/2018   |              |              | 50.28                |
|      | 001-040-605            | ADMIN CELL PHONES              |              | 0030759348 | 06/30/2018   |              |              | 134.75               |
|      | 001-090-605            | BLDG-PLNG CELL PHONES          |              | 0030759348 | 06/30/2018   |              |              | 201.12               |
|      | 001-090-698            | IPAD SERVICE (3)               |              | 0030759348 | 06/30/2018   |              |              | 102.57               |
|      | 001-094-605            | GRANT-PROJ CELL PHONES         |              | 0030759348 | 06/30/2018   |              |              | 100.56               |
|      | 001-161-605            | FIRE DEPT CELL PHONES          |              | 0030759348 | 06/30/2018   |              |              | 156.83               |
|      | 001-170-605            | RECREATION CELL PHONES         |              | 0030759348 | 06/30/2018   |              |              | 120.41               |
|      | 001-205-605            | MAINT CELL PHONE               |              | 0030759348 | 06/30/2018   |              |              | 50.28                |
| 001  | LOWES HOME CENTERS INC | 182429                         | 07/17/2018   | 07/06/2018 |              |              | 951.14       |                      |
|      | Account Number         | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-635            | 3-IN PVC SPIGOT FLANGE         |              | 901385     | 05/29/2018   |              |              | 4.74                 |
|      | 001-170-635            | RESTROOM PARTS: SR CENTER      |              | 902026     | 05/29/2018   |              |              | 17.10                |
|      | 001-001-559            | 36X72 CLR ACRYLIC:FRAME MAP    |              | 901596     | 05/30/2018   |              |              | 70.49                |
|      | 001-170-634            | 50LB CONCRETE                  |              | 902064     | 05/30/2018   |              |              | 4.25                 |
|      | 001-170-559            | 128OZ CLOROX (2)               |              | 910530     | 05/30/2018   |              |              | 18.97                |
|      | 001-170-634            | 50LB CONCRETE,S/O VAL, WD-40   |              | 901493     | 05/30/2018   |              |              | 19.77                |
|      | 001-170-639            | 8PC SOCKET SET, DRIVER SOCKET  |              | 909720     | 05/31/2018   |              |              | 29.41                |
|      | 001-170-559            | 32CT NIAGARA BOTTLED WATER (4) |              | 902092     | 05/31/2018   |              |              | 13.28                |
|      | 001-161-559            | 72CT TIDE PODS, 8-IN BRUSH     |              | 902580     | 06/04/2018   |              |              | 24.67                |
|      | 001-170-559            | 10LB OUTDOOR INSECT KILLER     |              | 910741     | 06/06/2018   |              |              | 6.05                 |
|      | 001-170-635            | RESTROOM SUPPLIES: CITY PARK   |              | 901669     | 06/06/2018   |              |              | 97.75                |
|      | 001-092-635            | 75W BULB (2):COUNCIL CHAMBERS  |              | 901931     | 06/07/2018   |              |              | 30.36                |
|      | 001-161-559            | PAINT PAIL, DAP DRYDEX         |              | 902767     | 06/07/2018   |              |              | 10.79                |
|      | 001-170-559            | STICK,GLOVE,RATCHET(4),WASHERS |              | 902800     | 06/07/2018   |              |              | 69.80                |
|      | 001-100-635            | FAUCET FIT, 2PK RUBBER WASHERS |              | 901512     | 06/11/2018   |              |              | 3.97                 |
|      | 001-170-559            | INSECT KILL(3),HOOK,WIRE BRUSH |              | 909594     | 06/13/2018   |              |              | 46.82                |
|      | 001-170-559            | 40LB PULVERIZED LIME           |              | 920302     | 06/13/2018   |              |              | 3.31                 |
|      | 001-170-559            | KOBALT POCKET SCREWDRIVER      |              | 901941     | 06/14/2018   |              |              | 1.89                 |
|      | 001-090-689            | PVC POLY RAIN SUIT: AC OFCR    |              | 914941     | 06/14/2018   |              |              | 25.16                |
|      | 001-170-559            | 5PK CUT-OFF WHEEL              |              | 910099     | 06/15/2018   |              |              | 14.84                |
|      | 001-170-559            | INSECT SPRAY, KOBALT KEY SET   |              | 913001     | 06/16/2018   |              |              | 7.16                 |
|      | 001-161-559            | DOORBELL, BRASS SCREW (3)      |              | 901529     | 06/18/2018   |              |              | 13.11                |
|      | 001-170-638            | TRUCK CLEANING SUPPLIES: REC   |              | 909728     | 06/19/2018   |              |              | 14.21                |
|      | 001-170-559            | SEALANT,SAFETY EYEWEAR,WRENCH  |              | 909034     | 06/20/2018   |              |              | 107.09               |
|      | 001-170-639            | SUPPLIES: REPR BACOT BENCHES   |              | 901908     | 06/20/2018   |              |              | 54.98                |
|      | 001-170-639            | 14FT RATCHET TIE DOWN (5)      |              | 909052     | 06/20/2018   |              |              | 166.15               |
|      | 001-170-559            | B-S OUTDOOR SURFACE CLEANER    |              | 915644     | 06/20/2018   |              |              | 65.53                |
|      | 001-161-559            | XTRA LAUNDRY DETERGENT         |              | 901407     | 06/22/2018   |              |              | 9.49                 |



| Fund | Name of Claimant                       | Trans #                      | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------------|------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | CINTAS CORPORATION NO 2                | 182432                       | 07/17/2018   | 07/09/2018 |              |              | 274.72       |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-535                            | MAINTENANCE                  |              | 240530324  | 06/06/2018   |              |              | 68.68                |
|      | 001-205-535                            | MAINTENANCE                  |              | 240531269  | 06/13/2018   |              |              | 68.68                |
|      | 001-205-535                            | MAINTENANCE                  |              | 240532200  | 06/20/2018   |              |              | 68.68                |
|      | 001-205-535                            | MAINTENANCE                  |              | 240533144  | 06/27/2018   |              |              | 68.68                |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER  | 182433                       | 07/17/2018   | 07/09/2018 |              |              | 8,400.00     |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                            | JUN 2018 ADC CHGS            |              | 06302018   | 07/05/2018   |              |              | 8,400.00             |
| 001  | SPORTS CONDUCTOR LLC                   | 182434                       | 07/17/2018   | 07/09/2018 |              |              | 7.90         |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-502                            | 2018 FOOTBALL (1)            |              | 4350       | 07/01/2018   |              |              | 3.95                 |
|      | 001-170-502                            | 2018 CHEER (1)               |              | 4350       | 07/01/2018   |              |              | 3.95                 |
| 001  | CREDIT CARD CENTER                     | 182435                       | 07/17/2018   | 07/09/2018 |              |              | 1,192.31     |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                            | ANNUAL FEE                   |              | 05292018   | 05/29/2018   |              |              | 35.00                |
|      | 001-021-559                            | GO DADDY DOMAIN REG          |              | 06072018   | 06/07/2018   |              |              | 12.17                |
|      | 001-094-681                            | SEMINAR: DICKERSON           |              | 06082018   | 06/07/2018   |              |              | 99.00                |
|      | 001-100-681                            | BEHIND THE BADGE:PRICE       |              | 06082018   | 06/07/2018   |              |              | 300.00               |
|      | 001-100-681                            | BEHIND THE BADGE:LANGDON     |              | 06082018   | 06/07/2018   |              |              | 300.00               |
|      | 001-170-513                            | PLEIN AIR PHOTOS             |              | 06142018   | 06/13/2018   |              |              | 15.96                |
|      | 001-170-513                            | FRAMES: PLEIN AIR            |              | 06152018   | 06/14/2018   |              |              | 10.00                |
|      | 001-001-509                            | MML YOUTH TRACK (4)          |              | 06152018   | 06/14/2018   |              |              | 120.00               |
|      | 001-161-635                            | 6 NAMEPLATES SIGN: FIRE DEPT |              | 06182018   | 06/15/2018   |              |              | 110.47               |
|      | 001-170-513                            | PLEIN AIR REFRESHMENTS       |              | 06142018   | 06/13/2018   |              |              | 189.71               |
| 001  | AT&T INTERSTATE DED PRIVATE LINE SERVS | 182450                       | 07/17/2018   | 07/09/2018 |              |              | 203.15       |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                            | ACCUNET T1.5 DIGITAL SERV    |              | 3103411973 | 07/01/2018   |              |              | 203.15               |
| 001  | AIRGAS USA LLC                         | 182451                       | 07/17/2018   | 07/09/2018 |              |              | 199.43       |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-588                            | CYLINDER RENTAL              |              | 9954411656 | 06/30/2018   |              |              | 199.43               |
| 001  | BIS OFFICE SYSTEMS LLC                 | 182454                       | 07/17/2018   | 07/10/2018 |              |              | 818.41       |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-639                            | COPIER PARTS & REPAIR        |              | INV41993   | 03/27/2018   |              |              | 818.41               |
| 001  | COMM-TECH SOLUTIONS INC                | 182455                       | 07/17/2018   | 07/10/2018 |              |              | 97.50        |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-639                            | REPR WIFI INTERNET ACCESS    |              | 16077      | 07/05/2018   |              |              | 97.50                |
| 001  | MAGNOLIA AD STUDIO LLC                 | 182456                       | 07/17/2018   | 07/10/2018 |              |              | 750.00       |                      |
|      | Account Number                         | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-615                            | JUL 2018: ADVERTISING PKG    |              | 946        | 07/06/2018   |              |              | 750.00               |

| Fund | Name of Claimant    | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | BORDIS & DANOS PLLC | 182458                          | 07/17/2018   | 07/10/2018 |              |              | 7,916.67     |                      |
|      | Account Number      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-060-602         | JUL 2018 RETAINER               |              | 56         | 07/12/2018   |              |              | 7,916.67             |
| 001  | DIRECTV LLC         | 182459                          | 07/17/2018   | 07/10/2018 |              |              | 137.84       |                      |
|      | Account Number      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698         | WEST STN: 022727663 (AUG)       |              | 07132018   | 07/14/2018   |              |              | 137.84               |
| 001  | FUELMAN             | 182460                          | 07/17/2018   | 07/10/2018 |              |              | 4,105.93     |                      |
|      | Account Number      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525         | UNL FUEL                        |              | NP53660781 | 07/02/2018   |              |              | 64.12                |
|      | 001-100-525         | UNL FUEL                        |              | NP53660781 | 07/02/2018   |              |              | 2,872.16             |
|      | 001-100-525         | FRAUDULENT CHGS: DIESEL         |              | NP53660781 | 07/02/2018   |              |              | 639.45               |
|      | 001-161-525         | UNL & DSL FUEL                  |              | NP53660781 | 07/02/2018   |              |              | 341.06               |
|      | 001-170-525         | UNL FUEL                        |              | NP53660781 | 07/02/2018   |              |              | 91.43                |
|      | 001-205-525         | UNL FUEL                        |              | NP53660781 | 07/02/2018   |              |              | 97.71                |
| 001  | FUELMAN             | 182462                          | 07/17/2018   | 07/10/2018 |              |              | 3,412.54     |                      |
|      | Account Number      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-525         | UNL FUEL                        |              | NP53725812 | 07/09/2018   |              |              | 2,531.72             |
|      | 001-161-525         | UNL & DSL FUEL                  |              | NP53725812 | 07/09/2018   |              |              | 645.03               |
|      | 001-170-525         | UNL & DSL FUEL                  |              | NP53725812 | 07/09/2018   |              |              | 192.49               |
|      | 001-205-525         | UNL FUEL                        |              | NP53725812 | 07/09/2018   |              |              | 43.30                |
| 001  | O'REILLY AUTO PARTS | 182467                          | 07/17/2018   | 07/11/2018 |              |              | 1,099.82     |                      |
|      | Account Number      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-570         | ZINC ADDITIVE (4): PD CHARGERS  |              | 1978496694 | 05/29/2018   |              |              | 79.96                |
|      | 001-100-570         | CTRL ARM ASSY: U #19616         |              | 1978496712 | 05/29/2018   |              |              | 67.19                |
|      | 001-100-570         | BLIND RIVET: U #19616           |              | 1978496758 | 05/30/2018   |              |              | 2.99                 |
|      | 001-170-638         | BLOWER MOTOR: RED TAURUS        |              | 1978497350 | 06/04/2018   |              |              | 72.89                |
|      | 001-100-570         | ACCUMULATOR: U #145             |              | 1978497517 | 06/06/2018   |              |              | 35.50                |
|      | 001-170-639         | 5 SHOT DYE: WHITE DODGE TRUCK   |              | 1978497734 | 06/08/2018   |              |              | 13.99                |
|      | 001-100-570         | RANGUARD BEAM (2): U #17530     |              | 1978498087 | 06/11/2018   |              |              | 15.98                |
|      | 001-170-639         | SPARK PLUG (3)                  |              | 1978498321 | 06/14/2018   |              |              | 6.27                 |
|      | 001-090-638         | BRAKE PADS, ROTORS: PL DIRECTOR |              | 1978498377 | 06/14/2018   |              |              | 176.22               |
|      | 001-100-570         | CTRL ARM ASSY: U #14405         |              | 1978498672 | 06/19/2018   |              |              | 67.19                |
|      | 001-100-570         | CTRL ARM ASSY: U #14405         |              | 1978498684 | 06/19/2018   |              |              | 67.19                |
|      | 001-170-639         | BATT, CORE CHRGE, EXT BAR SET   |              | 1978498915 | 06/20/2018   |              |              | 103.48               |
|      | 001-170-639         | CDT RTN: CORE CHARGE            |              | 1978498915 | 06/20/2018   |              |              | -10.00               |
|      | 001-100-570         | CRANK SENSOR, FASTENER RMVR     |              | 1978499428 | 06/25/2018   |              |              | 25.44                |
|      | 001-161-638         | 1GAL TRANS FLUID (2): E1        |              | 1978499463 | 06/25/2018   |              |              | 43.98                |
|      | 001-100-570         | BATT, CORE CHG: U #60           |              | 1978499472 | 06/25/2018   |              |              | 137.83               |
|      | 001-100-570         | CDT RTN: CORE RETURN U #60      |              | 1978499502 | 06/26/2018   |              |              | -18.00               |
|      | 001-100-570         | SPARK PLUG (6), IGN COIL        |              | 1978499508 | 06/26/2018   |              |              | 97.73                |
|      | 001-161-638         | RELAY (3): E1                   |              | 1978499526 | 06/26/2018   |              |              | 28.62                |
|      | 001-100-570         | MIRROR ADHSV (2), IGN COIL      |              | 1978499527 | 06/26/2018   |              |              | 85.37                |

| Fund | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | TEAM ONE COMMUNICATIONS INC         | 182476                         | 07/17/2018   | 07/11/2018 |              |              | 161.50       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-559                         | TRAVEL CHARGER: XTS2500 RADIO  |              | 9020015081 | 07/03/2018   | 180867       |              | 80.75                |
|      | 001-100-559                         | TRAVEL CHARGER: APX1000 RADIO  |              | 9020015081 | 07/03/2018   | 180867       |              | 80.75                |
| 001  | GULF COAST BUSINESS SUPPLY CO       | 182478                         | 07/17/2018   | 07/11/2018 |              |              | 11.92        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-500                         | RED PRINT PAPER 8.5X11 500/RM  |              | 171034     | 06/27/2018   | 180948       |              | 11.92                |
| 001  | FOSTERS A/C & HEATING INC           | 182479                         | 07/17/2018   | 07/11/2018 |              |              | 170.09       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-635                         | INSTL CONDENSATN PUMP:SERV RM  |              | W1033105   | 06/27/2018   | 180957       |              | 170.09               |
| 001  | WHITEHEAD CONSTRUCTION CO INC       | 182480                         | 07/17/2018   | 07/11/2018 |              |              | 940.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-576                         | 8.00 TN COLD MIX ASPHALT       |              | 5932       | 07/02/2018   | 180945       |              | 940.00               |
| 001  | MS TROPHY LLC                       | 182481                         | 07/17/2018   | 07/11/2018 |              |              | 88.35        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-535                         | NAME/SERVING BAR: SEYMOUR, D   |              | 10664      | 06/29/2018   | 180956       |              | 28.20                |
|      | 001-100-559                         | NAME/SERVING BAR: WALKER, C    |              | 10663      | 06/29/2018   | 180864       |              | 28.20                |
|      | 001-100-559                         | NAME/SERVING BAR: WYLLIE, P    |              | 10663      | 06/29/2018   |              |              | 28.20                |
|      | 001-100-559                         | POSTAGE                        |              | 10663      | 06/29/2018   |              |              | 3.75                 |
| 001  | GIBSON ELECTRIC MOTOR SALES &       | 182482                         | 07/17/2018   | 07/11/2018 |              |              | 38.00        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-577                         | 115V FLOAT SWITCH: BACOT PARK  |              | 42872      | 06/28/2018   | 180968       |              | 38.00                |
| 001  | HENZE ENTERPRISES INC               | 182483                         | 07/17/2018   | 07/11/2018 |              |              | 840.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-559                         | 15 CY TOPSOIL (4)              |              | 27592      | 06/29/2018   | 180806       |              | 840.00               |
| 001  | GOODYEAR AUTO CENTER                | 182484                         | 07/17/2018   | 07/11/2018 |              |              | 569.28       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                         | P225/60R18 EAG RS-A: U #11277  |              | 202077     | 06/25/2018   | 180935       |              | 569.28               |
| 001  | FASTENAL COMPANY                    | 182485                         | 07/17/2018   | 07/11/2018 |              |              | 202.99       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-559                         | 5262-21 ROTARY HAMMER          |              | MSPAS75375 | 06/21/2018   | 180950       |              | 202.99               |
| 001  | PASCAGOULA TIRE & SERVICE INC       | 182486                         | 07/17/2018   | 07/11/2018 |              |              | 535.96       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                         | FS FIREHAWK GTZ PURSUIT: U #57 |              | 81239      | 06/20/2018   | 180917       |              | 535.96               |
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 182488                         | 07/17/2018   | 07/11/2018 |              |              | 980.93       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-094-500                         | BIG TAB WRITE ON DIVIDERS      |              | 3381521211 | 06/20/2018   | 180946       |              | 6.03                 |
|      | 001-094-500                         | 100/PK LETTER MANILA FOLDERS   |              | 3381521211 | 06/20/2018   | 180946       |              | 3.76                 |
|      | 001-094-500                         | 2IN VIEW BINDER STANDARD (2)   |              | 3381521211 | 06/20/2018   | 180946       |              | 13.60                |
|      | 001-094-500                         | 3IN VIEW BINDER STANDARD (4)   |              | 3381521211 | 06/20/2018   | 180946       |              | 35.68                |



| Fund | Name of Claimant                    | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 182488                          | 07/17/2018   | 07/11/2018 |              |              | 980.93       | (CONTINUED)          |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-500                         | LEXMARK 501X BLACK TONER        | 3381521211   | 06/20/2018 | 180946       |              | 214.69       |                      |
|      | 001-161-500                         | WALL FILES 3 POCKET             | 3381589206   | 06/21/2018 | 180949       |              | 6.31         |                      |
|      | 001-161-500                         | CS COPY PAPER 8.5X11            | 3381589206   | 06/21/2018 | 180949       |              | 33.58        |                      |
|      | 001-094-500                         | FLORAL LARGE MONTHLY PLANNER    | 3381661926   | 06/22/2018 | 180923       |              | 15.99        |                      |
|      | 001-094-559                         | CORRUGATED ROLL FILES           | 3380993534   | 06/14/2018 | 180923       |              | 35.67        |                      |
|      | 001-094-703                         | DESK SHELL RECT TOP MAHOGANY    | 3382030082   | 06/26/2018 | 180906       |              | 119.22       |                      |
|      | 001-094-703                         | 48X24X29H RETURN MAHOGANY       | 3382030082   | 06/26/2018 | 180906       |              | 86.49        |                      |
|      | 001-094-703                         | 34H BOX FILE PEDESTAL MAHOGANY  | 3382030082   | 06/26/2018 | 180906       |              | 138.86       |                      |
|      | 001-094-703                         | 34H BOX FILE PEDESTAL MAHOGANY  | 3382030082   | 06/26/2018 | 180906       |              | 138.86       |                      |
|      | 001-094-703                         | CH WALL MOUNT HUTCH ESPRESSO    | 3382087447   | 06/27/2018 | 180924       |              | 132.19       |                      |
| 001  | BARNEYS POLICE AND HUNTING SUPPLIES | 182490                          | 07/17/2018   | 07/11/2018 |              |              | 60.24        |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-559                         | SF HOLDER, LITE LED/POLY (2)    | 00119633-0   | 06/01/2018 | 180866       |              | 44.24        |                      |
|      | 001-100-559                         | SHIPPING                        | 00119633-0   | 06/01/2018 | 180866       |              | 16.00        |                      |
| 001  | AFFORDABLE PAINT & BODY             | 182491                          | 07/17/2018   | 07/11/2018 |              |              | 300.00       |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                         | REFINISH FRONT BUMPER: U #9     | 557          | 07/06/2018 | 180929       |              | 300.00       |                      |
| 001  | UNIFORM WAREHOUSE INC               | 182492                          | 07/17/2018   | 07/11/2018 |              |              | 22.98        |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                         | POLY TWILL WEAVE SLACKS         | 658876       | 06/18/2018 | 180897       |              | 13.99        |                      |
|      | 001-100-535                         | SHIPPING                        | 658876       | 06/18/2018 | 180897       |              | 8.99         |                      |
| 001  | MISSISSIPPI PRISON INDUSTRIES CORP  | 182494                          | 07/17/2018   | 07/11/2018 |              |              | 164.00       |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-565                         | 12X24 ORD 234-2017 SIGNS (8)    | 112246       | 06/29/2018 | 180910       |              | 136.00       |                      |
|      | 001-092-565                         | 18X12 NO FISHING SIGNS (2)      | 112246       | 06/29/2018 | 180910       |              | 28.00        |                      |
| 001  | OCCUPATIONAL HEALTH CENTER INC      | 182496                          | 07/17/2018   | 07/11/2018 |              |              | 2,106.00     |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-604                         | PRE-EMP DRUG SCREEN:DUBUISSON   | 180953       | 07/05/2018 | 180953       |              | 60.00        |                      |
|      | 001-100-604                         | PRE-EMP PHYSICAL: DUBUISSON     | 180953       | 07/05/2018 | 180953       |              | 65.00        |                      |
|      | 001-100-604                         | PFT: DUBUISSON, DOUGLAS         | 180953       | 07/05/2018 | 180953       |              | 45.00        |                      |
|      | 001-100-604                         | PRE-EMP DRUG SCREEN: HEDMAN     | 180953       | 07/05/2018 | 180953       |              | 60.00        |                      |
|      | 001-100-604                         | PRE-EMP PHYSICAL: HEDMAN        | 180953       | 07/05/2018 | 180953       |              | 65.00        |                      |
|      | 001-100-604                         | PFT: HEDMAN, DEREK              | 180953       | 07/05/2018 | 180953       |              | 45.00        |                      |
|      | 001-100-604                         | PRE-EMP PHYSICAL: MCQUAGGE, M   | 147524       | 07/05/2018 | 180852       |              | 65.00        |                      |
|      | 001-100-604                         | PRE-EMP DRUG SCREEN:MCQUAGGE, M | 147524       | 07/05/2018 | 180852       |              | 60.00        |                      |
|      | 001-100-604                         | PRE-EMP PHYSICAL: SEYMOUR, D    | 147524       | 07/05/2018 | 180858       |              | 65.00        |                      |
|      | 001-100-604                         | PRE-EMP DRUG SCREEN:SEYMOUR, D  | 147524       | 07/05/2018 | 180858       |              | 60.00        |                      |
|      | 001-161-604                         | ANNUAL PHYS: FINN, KEVIN        | 147519       | 07/05/2018 | 180804       |              | 379.00       |                      |
|      | 001-161-604                         | ANNUAL PHYS: FOUNTAIN, SHANE    | 147519       | 07/05/2018 | 180804       |              | 379.00       |                      |
|      | 001-161-604                         | ANNUAL PHYS: KILLEN, GENE       | 147519       | 07/05/2018 | 180804       |              | 379.00       |                      |
|      | 001-161-604                         | ANNUAL PHYS: LINTON, JONATHAN   | 147519       | 07/05/2018 | 180804       |              | 379.00       |                      |
| 001  | ECONOMY BOOTS SALES & SERVICE       | 182497                          | 07/17/2018   | 07/11/2018 |              |              | 300.00       |                      |
|      | Account Number                      | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                         | SZ DUTY BOOTS:WYLLIE, PATRICK   | 41685        | 05/30/2018 | 180850       |              | 100.00       |                      |
|      | 001-100-535                         | SZ DUTY BOOTS: WALKER, ALLEN    | 41707        | 06/07/2018 | 180850       |              | 100.00       |                      |



| Fund       | Name of Claimant              | Trans #                       | Release Date | Claim Date | Claim Number     | Check Number | Claim Amount | Approved/Disapproved |
|------------|-------------------------------|-------------------------------|--------------|------------|------------------|--------------|--------------|----------------------|
| 001        | ECONOMY BOOTS SALES & SERVICE | 182497                        | 07/17/2018   | 07/11/2018 |                  |              | 300.00       | (CONTINUED)          |
|            | Account Number                | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|            | 001-100-535                   | SZ DUTY BOOTS: SEYMOUR, DEVIN |              | 41756      | 06/28/2018       | 180958       | 100.00       |                      |
| 001        | AUDIOWAVE INC                 | 182498                        | 07/17/2018   | 07/11/2018 |                  |              | 419.96       |                      |
|            | Account Number                | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|            | 001-100-559                   | WEATHERTECH FRONT MATS (2)    |              | A49438     | 06/27/2018       | 180961       | 259.98       |                      |
|            | 001-100-559                   | WEATHERTECH REAR MATS (2)     |              | A49438     | 06/27/2018       | 180961       | 159.98       |                      |
| 001        | AT&T GLOBAL NETWORK SERVS LLC | 182499                        | 07/17/2018   | 07/12/2018 |                  |              | 229.64       |                      |
|            | Account Number                | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|            | 001-100-699                   | NCIC EQUIPMENT CHARGES        |              | GE24265    | 07/01/2018       |              | 229.64       |                      |
| 001        | GAUTIER QUARTERBACK CLUB      | 182500                        | 07/17/2018   | 07/12/2018 |                  |              | 165.00       |                      |
|            | Account Number                | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|            | 001-001-615                   | FULL PAGE AD - 2019 PROGRAM   |              | 07122018   | 07/12/2018       |              | 165.00       |                      |
| 001        | MSC 7511                      | 182501                        | 07/17/2018   | 07/12/2018 |                  |              | 3,303.38     |                      |
|            | Account Number                | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|            | 001-092-698                   | FFO200-01 RENTAL FEE          |              | INV2565703 | 07/05/2018       |              | 470.88       |                      |
|            | 001-092-698                   | MPC80003SP USAGE:B/W          |              | INV2565703 | 07/05/2018       |              | 101.67       |                      |
|            | 001-092-698                   | MPC80003SP USAGE:COLOR        |              | INV2565703 | 07/05/2018       |              | 2,648.44     |                      |
|            | 001-090-698                   | C4502 USAGE:B/W               |              | INV2565703 | 07/05/2018       |              | 10.34        |                      |
|            | 001-090-698                   | CA502 USAGE:COLOR             |              | INV2565703 | 07/05/2018       |              | 72.05        |                      |
| FUND TOTAL | 1 Claims                      | to                            | Checks       | 56 Total   | 81,277.31 Manual | Held         | Total        | 81,277.31            |

Docket of Claims  
Release date from 07/17/2018 thru 07/17/2018

| Fund                  | Name of Claimant                   | Trans #               | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|-----------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 130                   | PEOPLES BANK CORPORATE TRUST SERVS | 182457                | 07/17/2018   | 07/10/2018 |              |              | 415,409.38   |                      |
|                       | Account Number                     | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 130-680-813                        | 2010 GO BNDS 2010 INT |              | 3194       | 05/21/2018   |              |              | 88,159.38            |
|                       | 130-680-812                        | 2010 GO BNDS 2010 PRN |              | 3194       | 05/21/2018   |              |              | 325,000.00           |
|                       | 130-680-686                        | ANNUAL ADMIN FEE      |              | 3194       | 05/21/2018   |              |              | 2,250.00             |
| FUND TOTAL 130 Claims | to                                 | Checks                | 1 Total      | 415,409.38 | Manual       | Held         | Total        | 415,409.38           |

Docket of Claims  
Release date from 07/17/2018 thru 07/17/2018

| Fund                  | Name of Claimant   | Trans #                    | Release Date | Claim Date    | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------|----------------------------|--------------|---------------|--------------|--------------|--------------|----------------------|
| 160                   | CREDIT CARD CENTER | 182438                     | 07/17/2018   | 07/09/2018    |              |              | 181.92       |                      |
|                       | Account Number     | Description                |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 160-161-681        | NOTICE OF COMPLIANCE (250) |              | 06042018      | 06/01/2018   |              | 181.92       |                      |
| FUND TOTAL 160 Claims | to                 | Checks                     | 1 Total      | 181.92 Manual |              | Held         | Total        | 181.92               |

Docket of Claims  
Release date from 07/17/2018 thru 07/17/2018

| Fund                  | Name of Claimant | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 171                   | CHANCELLOR INC   | 182495                         | 07/17/2018   | 07/11/2018 |              |              | 1,214.67     |                      |
|                       | Account Number   | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                       | 171-021-779      | THHN 6BLK 19STR CU WIRE (500)  | 3015246201   | 06/21/2018 | 180933       | 626.25       |              |                      |
|                       | 171-021-779      | THHN 10GRN 19STR CU WIRE (500) | 3015246201   | 06/21/2018 | 180933       | 223.82       |              |                      |
|                       | 171-021-779      | 2-1/0 2PRT INS TAP CONN (12)   | 3015246201   | 06/21/2018 | 180933       | 205.71       |              |                      |
|                       | 171-021-779      | 2-4 2PRT INS TAP CONN (5)      | 3015246201   | 06/21/2018 | 180933       | 62.96        |              |                      |
|                       | 171-021-779      | MMM 33+VNL ELEC TAPE (4)       | 3015246201   | 06/21/2018 | 180933       | 22.66        |              |                      |
|                       | 171-021-779      | CAN PVC COND CEMENT QUART      | 3015246201   | 06/21/2018 | 180933       | 10.31        |              |                      |
|                       | 171-021-779      | 2-4 2PRT INS TAP CONN (5)      | 3015246202   | 06/26/2017 | 180933       | 62.96        |              |                      |
| FUND TOTAL 171 Claims | to               | Checks                         | 1 Total      | 1,214.67   | Manual       | Held         | Total        | 1,214.67             |

| Fund                  | Name of Claimant                   | Trans #                       | Release Date | Claim Date      | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|-------------------------------|--------------|-----------------|--------------|--------------|--------------|----------------------|
| 176                   | STEINER SAW & MOWER                | 182376                        | 07/17/2018   | 06/29/2018      |              |              | 243.90       |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-639                        | FAN, SPARK PLUG (6)           |              | 243023          | 06/15/2018   |              |              | 64.00                |
|                       | 176-170-639                        | CARBURETOR: FS250 STIHL       |              | 243024          | 06/18/2018   |              |              | 95.00                |
|                       | 176-170-639                        | TRI-BLADES (2), BLADE KIT     |              | 572165          | 06/25/2018   |              |              | 84.90                |
| 176                   | O'REILLY AUTO PARTS                | 182383                        | 07/17/2018   | 07/02/2018      |              |              | 67.64        |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-639                        | 21-OZ DRY GRPH POWDER (2)     |              | 1978498907      | 06/20/2018   |              |              | 4.58                 |
|                       | 176-170-639                        | FUSE ASSRT, BATT, CORE CHG    |              | 1978499124      | 06/22/2018   |              |              | 73.06                |
|                       | 176-170-639                        | CDT RTN: CORE EXCHANGE        |              | 1978499124      | 06/22/2018   |              |              | -10.00               |
| 176                   | SINGING RIVER ELECTRIC COOPERATIVE | 182419                        | 07/17/2018   | 07/06/2018      |              |              | 2,470.46     |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-631                        | PARK FACILITIES 76854002      |              | 06202018        | 06/27/2018   |              |              | 2,422.22             |
|                       | 176-170-631                        | HOUSE 76855002                |              | 06202018        | 06/27/2018   |              |              | 48.24                |
| 176                   | C SPIRE WIRELESS                   | 182428                        | 07/17/2018   | 07/06/2018      |              |              | 50.28        |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-605                        | CELL PHONE                    |              | 0030759348      | 06/30/2018   |              |              | 50.28                |
| 176                   | FUELMAN                            | 182461                        | 07/17/2018   | 07/10/2018      |              |              | 51.11        |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-525                        | UNL FUEL                      |              | NP53660781      | 07/02/2018   |              |              | 51.11                |
| 176                   | BELL AUTO PARTS INC                | 182477                        | 07/17/2018   | 07/11/2018      |              |              | 675.75       |                      |
|                       | Account Number                     | Description                   |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-639                        | KUBOTA FUEL PUMP:KUBOTA MOWER |              | 42623           | 06/08/2018   | 180848       |              | 285.75               |
|                       | 176-170-639                        | SHOCK ASSYS: DIESEL GATOR     |              | 42623           | 06/08/2018   | 180848       |              | 390.00               |
| FUND TOTAL 176 Claims | to                                 | Checks                        | 6 Total      | 3,559.14 Manual |              | Held         | Total        | 3,559.14             |

| Fund | Name of Claimant                     | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | CABLE ONE INC                        | 182377                         | 07/17/2018   | 06/29/2018 |              |              | 54.36        |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | JUL 2018: #107663106           |              | 06162018   | 06/23/2018   |              |              | 54.36                |
| 400  | JACKSON COUNTY UTILITY AUTHORITY     | 182380                         | 07/17/2018   | 07/02/2018 |              |              | 174,032.00   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-668                          | AUG 2018 TREATMENT CHGS        |              | 96         | 07/01/2018   |              |              | 168,061.00           |
|      | 400-651-668                          | FY 2018 ACTUAL FLOW ADJ        |              | 96         | 07/01/2018   |              |              | 5,971.00             |
| 400  | CLEARWATER SOLUTIONS LLC             | 182381                         | 07/17/2018   | 07/02/2018 |              |              | 180,357.75   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-672                          | JUN 2018 OPERATION FEE         |              | GAUTIER067 | 07/01/2018   |              |              | 180,357.75           |
| 400  | MALLETTE BROTHERS CONSTRUCTION INC   | 182411                         | 07/17/2018   | 07/05/2018 |              |              | 369.30       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-585                          | 7.86 CR STONE TN               |              | 19798      | 06/30/2018   |              |              | 235.80               |
|      | 400-651-585                          | 4.45 A-BASE LIMESTONE TN       |              | 19798      | 06/30/2018   |              |              | 133.50               |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE   | 182421                         | 07/17/2018   | 07/06/2018 |              |              | 4,047.18     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                          | LIFT STNS 17875                |              | 06202018   | 06/27/2018   |              |              | 214.43               |
|      | 400-651-631                          | LIFT STNS 17883                |              | 06202018   | 06/27/2018   |              |              | 2,342.38             |
|      | 400-651-631                          | LIFT STNS 17884                |              | 06202018   | 06/27/2018   |              |              | 1,490.37             |
| 400  | LOWES HOME CENTERS INC               | 182430                         | 07/17/2018   | 07/06/2018 |              |              | 296.79       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-559                          | NYLON ROPE (40),BRASS SNAP (2) |              | 901710     | 05/31/2018   |              |              | 17.82                |
|      | 400-650-559                          | GE 8000 BTU WINDOW AC          |              | 901854     | 06/07/2018   |              |              | 227.05               |
|      | 400-651-582                          | SUPPLIES (12):WATER TRMT PLANT |              | 910897     | 06/07/2018   |              |              | 51.92                |
| 400  | CREDIT CARD CENTER                   | 182437                         | 07/17/2018   | 07/09/2018 |              |              | 129.99       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-500                          | LANIER TONER BLACK             |              | 06012018   | 05/31/2018   |              |              | 129.99               |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 182452                         | 07/17/2018   | 07/09/2018 |              |              | 596.66       |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL - OFF TIMBERLANE          |              | 6732212134 | 07/02/2018   |              |              | 596.66               |
| 400  | COGENT STRATEGIES LLC                | 182453                         | 07/17/2018   | 07/10/2018 |              |              | 7,529.10     |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-601                          | PROFESSIONAL FEES              |              | 1243       | 07/09/2018   |              |              | 7,500.00             |
|      | 400-650-601                          | TAXI CABS/UBERS-LOCAL          |              | 1243       | 07/09/2018   |              |              | 29.10                |
| 400  | CITY OF GAUTIER                      | 182466                         | 07/17/2018   | 07/11/2018 |              |              | 129,872.73   |                      |
|      | Account Number                       | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-000-104                          | OCT-APR CR APPS: GARBAGE       |              | 06012018   | 06/01/2018   |              |              | 24,422.28            |
|      | 400-000-104                          | JUN 2018 GARBAGE PMTS          |              | 06302018   | 06/30/2018   |              |              | 105,450.45           |



| Fund                  | Name of Claimant                    | Trans #                       | Release Date | Claim Date        | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-------------------------------------|-------------------------------|--------------|-------------------|--------------|--------------|--------------|----------------------|
| 400                   | SOUTHERN WATERWORKS SUPPLY INC      | 182487                        | 07/17/2018   | 07/11/2018        |              |              | 712.83       |                      |
|                       | Account Number                      | Description                   | Invoice #    | Date              | P.O.         | Amount       |              |                      |
|                       | 400-651-581                         | 6X13 ANCHOR COUPLING (3)      | 76096        | 07/09/2018        | 180965       |              | 250.95       |                      |
|                       | 400-651-581                         | 6 MJ GASKET & BOLT PACK (6)   | 76096        | 07/09/2018        | 180965       |              | 63.00        |                      |
|                       | 400-651-581                         | 3/4 CURB STOP NL LONG (6)     | 76096        | 07/09/2018        | 180965       |              | 344.88       |                      |
|                       | 400-651-581                         | 3/4X1/16 R/METER WASHER (300) | 76096        | 07/09/2018        | 180965       |              | 54.00        |                      |
| 400                   | STAPLES BUSINESS ADVANTAGE DEPT ATL | 182489                        | 07/17/2018   | 07/11/2018        |              |              | 259.86       |                      |
|                       | Account Number                      | Description                   | Invoice #    | Date              | P.O.         | Amount       |              |                      |
|                       | 400-650-559                         | BX AST LETTER FILE FOLDERS    | 3382257267   | 06/29/2018        | 180966       |              | 14.33        |                      |
|                       | 400-650-559                         | 6PK BLK/RED CALC RIBBON       | 3382257267   | 06/29/2018        | 180966       |              | 14.99        |                      |
|                       | 400-650-559                         | AAA BATTERIES 8PK             | 3382257267   | 06/29/2018        | 180966       |              | 6.77         |                      |
|                       | 400-650-559                         | HP 312A BLK TONER CARTRIDGE   | 3382257267   | 06/29/2018        | 180966       |              | 92.94        |                      |
|                       | 400-650-559                         | 4PK HP 950XL HYBLK/951 CMY    | 3382257267   | 06/29/2018        | 180966       |              | 101.74       |                      |
|                       | 400-650-559                         | UNIVERSAL 3-POCKET WALL FILE  | 3382257267   | 06/29/2018        | 180966       |              | 29.09        |                      |
| 400                   | MUELLER CO LLC                      | 182493                        | 07/17/2018   | 07/11/2018        |              |              | 420.43       |                      |
|                       | Account Number                      | Description                   | Invoice #    | Date              | P.O.         | Amount       |              |                      |
|                       | 400-651-581                         | AHR ANTENNA2 BASE & CABLE     | 3811243      | 06/28/2018        | 180951       |              | 407.50       |                      |
|                       | 400-651-581                         | FREIGHT                       | 3811243      | 06/28/2018        | 180951       |              | 12.93        |                      |
| 400                   | MSC 7511                            | 182502                        | 07/17/2018   | 07/12/2018        |              |              | 166.49       |                      |
|                       | Account Number                      | Description                   | Invoice #    | Date              | P.O.         | Amount       |              |                      |
|                       | 400-650-698                         | FGYJ00-01 RENTAL FEE          | INV2568511   | 07/09/2018        |              |              | 166.49       |                      |
| FUND TOTAL 400 Claims | to                                  | Checks                        | 14 Total     | 498,845.47 Manual |              | Held         | Total        | 498,845.47           |

Docket of Claims  
Release date from 07/17/2018 thru 07/17/2018

| Fund                  | Name of Claimant           | Trans #                   | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|----------------------------|---------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 404                   | DELTA SANITATION OF MS LLC | 182406                    | 07/17/2018   | 07/05/2018 |              |              | 80,657.51    |                      |
|                       | Account Number 404-677-693 | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                            | JUN 2018 RES GARBAGE SERV |              | 0000937684 | 06/30/2018   |              |              | 80,657.51            |
| 404                   | APPLEWHITE INDUSTRIES INC  | 182431                    | 07/17/2018   | 07/06/2018 |              |              | 66.00        |                      |
|                       | Account Number 404-677-695 | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                            | JUN 2018 22 @ 3           |              | 3407       | 06/30/2017   |              |              | 66.00                |
| 404                   | CITY OF GAUTIER            | 182475                    | 07/17/2018   | 07/11/2018 |              |              | 75,000.00    |                      |
|                       | Account Number 404-900-985 | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                            | BUDGETED TRANSFER         |              | 06302018   | 06/30/2018   |              |              | 75,000.00            |
| FUND TOTAL 404 Claims | to                         | Checks                    | 3 Total      | 155,723.51 | Manual       |              | Held         | Total 155,723.51     |

Docket of Claims  
Release date from 07/17/2018 thru 07/17/2018

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SUMMARY OF ALL FUNDS

|                     |    |        |          |                     |      |       |              |
|---------------------|----|--------|----------|---------------------|------|-------|--------------|
| FUND 1 Claims       | to | Checks | 56 Total | 81,277.31 Manual    | Held | Total | 81,277.31    |
| FUND 130 Claims     | to | Checks | 1 Total  | 415,409.38 Manual   | Held | Total | 415,409.38   |
| FUND 160 Claims     | to | Checks | 1 Total  | 181.92 Manual       | Held | Total | 181.92       |
| FUND 171 Claims     | to | Checks | 1 Total  | 1,214.67 Manual     | Held | Total | 1,214.67     |
| FUND 176 Claims     | to | Checks | 6 Total  | 3,559.14 Manual     | Held | Total | 3,559.14     |
| FUND 400 Claims     | to | Checks | 14 Total | 498,845.47 Manual   | Held | Total | 498,845.47   |
| FUND 404 Claims     | to | Checks | 3 Total  | 155,723.51 Manual   | Held | Total | 155,723.51   |
| -----               |    |        |          |                     |      |       |              |
| Total for all Funds |    | Checks | 82 Total | 1,156,211.40 Manual | Held | Total | 1,156,211.40 |

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

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Approval for an addendum to Delta Computer Systems Software Support Agreement for fiscal year 2018-2019**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 302**

**Summary Explanation:** Approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of \$30.00 each month. The total monthly charge of \$485.00 is for the accounting software maintenance, voter registration software maintenance and privilege license system support for the upcoming fiscal year 2018-2019.

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

**Second Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2018**

**WHEREAS**, the City of Gautier has previously entered a contract with Delta Computer Systems, Inc. for computer software customer support; and

**WHEREAS**, annual renewal is required for continued services under this agreement; and

**WHEREAS**, the renewal and addendum require an increase in the monthly rate by \$30.00, for a total monthly charge of \$485.00; and

**WHEREAS**, the City Council hereby finds that contract renewal and approval of the addendum are 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 addendum to the Computer Software Support Agreement with Delta Computer Systems, Inc. that includes a \$30.00 monthly increase for the upcoming fiscal year 2018-2019 is hereby approved. The new total monthly charge is \$485.00.

**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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 07/10/2018  
**Subject:** Approval of Delta Computer Systems Software Support Agreement Addendum.

---

**REQUEST:**

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement Addendum. The addendum includes an increase of \$30.00. The monthly charge of \$485.00 for the Accounting Software Maintenance, Voter Registration Software Maintenance and Privilege License System Support for the upcoming fiscal year 2018-2019

**BACKGROUND:**

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

**DISCUSSION:**

None

**RECOMMENDATION:**

City Clerk recommends the renewal of the Delta Computer Systems Software Agreement addendum.

**ATTACHMENTS:**

1. Delta Computer systems inc computer software support agreement 2018





# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7689

## Computer Software Support Agreement ADDENDUM

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2018 These charges will be billed on 9/15/2018 due for payment 10/ 1/2018.

| Delta<br>Contract<br>Number | Description                             | Date of<br>Last<br>Increase | Current<br>Rate | New<br>Rate | Rate<br>Type |
|-----------------------------|-----------------------------------------|-----------------------------|-----------------|-------------|--------------|
| 169                         | Accounting Software Maintenance         | 09/2017                     | 315.00          | 335.00      |              |
| 170                         | Voter Registration Software Maintenance | 01/1991                     | 20.00           | 20.00       |              |
| 2495                        | Privilege License System Support        | 09/2017                     | 120.00          | 130.00      |              |
| IVMCBP03(1)                 |                                         | TOTAL:                      | 455.00          | 485.00      | MONTHLY      |

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF GAUTIER  
County/Office Name

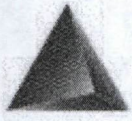
Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER  
ACCOUNTS PAYABLE DEPT.  
P.O.BOX 670  
GAUTIER MS 39553





# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7688

## Computer Software Support Agreement

### **Purpose**

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

### **Delta's Obligations**

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

### **Client's Obligations**

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

### **General Terms**

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
CITY OF GAUTIER

Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Accepted: Delta Computer Systems, Inc.

1085 Tommy Munro Drive  
Biloxi, MS 39532

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

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant**

**Introduced by:**  
**Contact Person/Telephone**

**April Havens 497-8000 ext. 315**

---

**Summary Explanation: Authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

**Second Made by:**

**Torjusen** ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Gulf Coast High Intensity Drug Trafficking Area (HIDTA) was created to identify, disrupt and dismantle major drug trafficking organizations operating in its area and beyond; and

**WHEREAS**, HIDTA provides certain assets for that officer, such as a vehicle and overtime reimbursement pursuant to the attached Memorandum of Agreement; and

**WHEREAS**, the City Council hereby finds that approval of this Memorandum of Agreement is in the best interests of the City of Gautier.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

**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 July 17, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 07/10/2018  
**Subject:** Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) 2018 Memorandum of Agreement

---

**REQUEST:**

The Grants & Projects Department requests City Council authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

**BACKGROUND:**

The Gulf Coast High Intensity Drug Trafficking Area was created to identify, disrupt and dismantle major drug trafficking organizations operating in its area and beyond. The Gautier Police Department has an assigned officer on the local FBI Task Force, and HIDTA provides certain assets for that officer, such as a vehicle and overtime reimbursement.

**DISCUSSION:**

No reimbursements will be made until this agreement is executed.

**RECOMMENDATION:**

The Grants & Projects Department recommends that City Council authorize entering into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

The City Council may:

- 1) Approve acceptance of the grant award and authorize entering into a MOA as presented; or
- 2) Not approve acceptance of the grant award as presented.

**ATTACHMENTS:**

1. Gautier MOA 2018



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
MISSISSIPPI BUREAU OF NARCOTICS

MARSHALL FISHER  
COMMISSIONER

PHIL BRYANT  
GOVERNOR

JOHN DOWDY  
DIRECTOR

June 1, 2018

Chief Dante Elbin  
Gautier PD  
3330 Highway 90  
Gautier, MS 39553

Dear Sir:

Congratulations! Enclosed is your FY18 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

***Please note changes under the 2018 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head. In addition to part 200 of the Uniform Requirements require the sub recipient's to have the following certifications on file with the award recipient: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Requiring Drug Free Workplace, Certification Regarding Lobbying, and EEOP Certification. Please fill out and sign all of these certifications and return with your MOA.***

Also enclosed are blank copies of the Detailed Expenditure Worksheet and printout of your 2016 spending plan (Appendix A) as well as your awarded 2017 detailed budget. **In addition enclosed is an Overtime Certification form (Appendix B) to be used when claiming overtime reimbursements.**

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Shauna Powell".

Shauna Powell  
Mississippi Bureau of Narcotics

601.371.3625- Work  
601.352.4729- Fax  
[spowell@mbn.ms.gov](mailto:spowell@mbn.ms.gov)

Enclosures

JCMIT: \$ 10,449.00  
FEDERAL GRANT NO. G18-GC0003A  
MBN GRANT REPT. CT. NO. \_\_\_\_\_  
DUNS#: 964447817

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**MISSISSIPPI BUREAU OF NARCOTICS**  
**AND THE**  
**MISSISSIPPI GULF COAST HIGH INTENSITY**  
**DRUG TRAFFICKING AREA**  
**AND THE**  
**GAUTIER POLICE DEPARTMENT**

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the GAUTIER POLICE DEPARTMENT (LEO) shall begin on 01/01/18 and shall not extend beyond 12/31/18 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 10,449.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).



2. LEO agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10<sup>th</sup> of the following month:

**Shauna Powell, Chief Financial Officer  
Mississippi Bureau of Narcotics  
P.O. Box 720519  
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

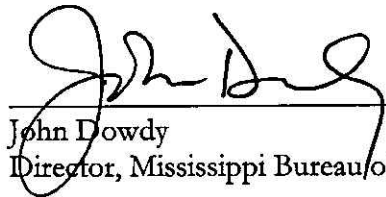
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

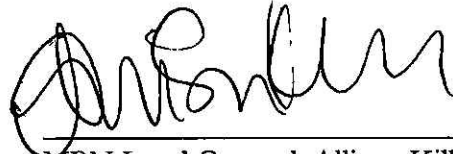
7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

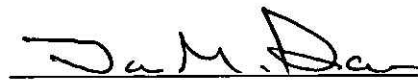
8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

  
\_\_\_\_\_  
John Dowdy  
Director, Mississippi Bureau of Narcotics

  
\_\_\_\_\_  
MBN Legal Counsel, Allison Killebrew  
Reviewed as to legal form

  
\_\_\_\_\_  
Tony Sauro  
State Director, Mississippi Gulf Coast HIDTA

\_\_\_\_\_  
Law Enforcement Agency (LEO)  
Chief Dante Elbin

### HIDTA Initiative:

**From:**

Phone:

**Contact Person:**

| Employee Name | Is this employee eligible<br>for OT from parent<br>agency? | OT Hrs. this period | Overtime<br>amount this<br>period | Officer or<br>Admin? | Brief description of overtime work<br>(case number, etc.) | OCEDTF<br>case? | Cumulative overtime<br>amount to date |
|---------------|------------------------------------------------------------|---------------------|-----------------------------------|----------------------|-----------------------------------------------------------|-----------------|---------------------------------------|
|               |                                                            |                     |                                   |                      | Cumulative total-----                                     |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
|               |                                                            |                     |                                   |                      |                                                           |                 | -                                     |
| TOTALS        |                                                            | 0.00                | \$ -                              |                      |                                                           |                 | \$ -                                  |

Signature of Authorized Representative of Requesting Agency

Signature of Initiative Supervisor

## Appendix - A

# Budget Detail

## 2018 - Gulf Coast

Initiative - Jackson County Major Investigations Team

Investigation

Award Recipient - Mississippi Bureau of Narcotics (G18GCC0003A)

Resource Recipient - Gautier Police Department

**Awarded Budget (as approved by ONDCP) \$10,449.00**

| Overtime                                | Quantity | Amount             | Comments                                                          |
|-----------------------------------------|----------|--------------------|-------------------------------------------------------------------|
| Investigative - Law Enforcement Officer | 1        | \$2,049.00         | One Interdiction Officer @ 5,000 (less excess PY funds -\$2,951.) |
| <b>Total Overtime</b>                   | <b>1</b> | <b>\$2,049.00</b>  |                                                                   |
| Services                                | Quantity | Amount             | Comments                                                          |
| Vehicle allowance                       | 1        | \$8,400.00         | One vehicle @ 700 each month                                      |
| <b>Total Services</b>                   | <b>1</b> | <b>\$8,400.00</b>  |                                                                   |
| <b>Total</b>                            |          | <b>\$10,449.00</b> |                                                                   |

## CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Appendix - C

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

**Council Meeting:**  
**Title:**

July 17, 2018  
Approval of an Addendum to the American Tank  
Water Tank Maintenance Agreement

**Introduced by:**  
**Contact Person/Telephone**

Cody Dickerson 497-2276

---

**Summary Explanation:** Approval of an addendum agreement with American Tank Maintenance to modify the scope of work and annual invoicing. This will result in a \$2,000.00 refund to the City.

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |          |                          |          |                          |         |                          |         |                          |
|------------------------|--------------------------|----------|--------------------------|----------|--------------------------|---------|--------------------------|---------|--------------------------|
| <b>Motion Made by:</b> |                          |          |                          |          |                          |         |                          |         |                          |
| Torjusen               | <input type="checkbox"/> | Martin   | <input type="checkbox"/> | George   | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> |
|                        | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |         |                          |         |                          |

|                        |                          |          |                          |          |                          |         |                          |         |                          |
|------------------------|--------------------------|----------|--------------------------|----------|--------------------------|---------|--------------------------|---------|--------------------------|
| <b>Second Made by:</b> |                          |          |                          |          |                          |         |                          |         |                          |
| Torjusen               | <input type="checkbox"/> | Martin   | <input type="checkbox"/> | George   | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> |
|                        | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |         |                          |         |                          |

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**



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

**ORDER NUMBER 000-2018**

**WHEREAS**, the City of Gautier has previously entered a contract with American Tank Maintenance on April 15, 2014 for a Water Tank Maintenance Program; and

**WHEREAS**, the maintenance service contract is for five (5) years; and

**WHEREAS**, a portion of the service contract involved renovation of the Lark Street Water Tank; and

**WHEREAS**, upon visual inspection, the Lark Street Water Tank did not require said renovation; and

**WHEREAS**, logo maintenance is also provided for in the service contract; and

**WHEREAS**, American Tank Maintenance has proposed to modify the scope of work to eliminate the unnecessary portion of the tank renovation, and to include additional tank logo application; and

**WHEREAS**, the result of the modification is a deduction of \$2,000.00 to the total contract price;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum agreement with American Tank Maintenance to modify the scope of work and annual invoicing 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 July 17, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 07/10/2018  
**Subject:** Approval of American Tank Water Tank Maintenance Agreement Addendum #1

---

**REQUEST:**

City Council approval is requested for an addendum to the American Tank Maintenance, Water Tank Maintenance Agreement Addendum #1. The addendum modifies the scope of work and annual invoicing as defined in Schedule "A" of the original agreement and replaces the original Schedule "A" to the attached Schedule "B" depicted in the addendum.

**BACKGROUND:**

In the original work schedule "A" American Tank was going to renovate interior and do visual inspection on Lark Street Tank. They could not access the inside at the time and the City had stated that it had recently been renovated. ATM proposed either giving a credit of \$24,000 or using that money to apply to other services such as logo application. The City decided to use that money to apply towards future logos. The addendum adds the addition of two (2) logos distributed to the following tanks: (1) Martin Bluff -- completed (1) Fire Station -- to be completed. Logo is depicted in Schedule "B". The addendum also removes the interior renovation of the Lark Street tank from this agreement. This will still result in a \$2,000.00 refund to the City.

**DISCUSSION:**

All other terms and conditions of the original agreement remain unchanged.

**RECOMMENDATION:**

City Clerk recommends the approval of the Water Tank Maintenance Agreement Addendum #1.

**ATTACHMENTS:**

1. American Tank Maintenance Agreement Addendum 1



**American  
Tank Maintenance**

**Water Tank Maintenance Agreement**

**Addendum #1**

**City of Gautier**

## ADDENDUM No. 1

This addendum entered into by and between the City of Gautier hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner acknowledges it entered into a "Water Tank Maintenance Agreement" on April 29, 2014 for five various water storage tanks.

This addendum modifies the scope of work and annual invoicing as defined in Schedule "A" of the original agreement and replaces the original Schedule "A" to the attached Schedule "B" depicted in this addendum.

This addendum adds the addition of two (2) logos distributed to the following tanks: (1) Martin Bluff - completed (1) Fire Station – to be completed. Logo is depicted in Schedule "B". This addendum also removes the interior renovation of the Lark Street tank from this agreement.

All other terms and conditions of the original agreement remain unchanged.

This Addendum is signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Owner:

\_\_\_\_\_

American Tank Maintenance, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

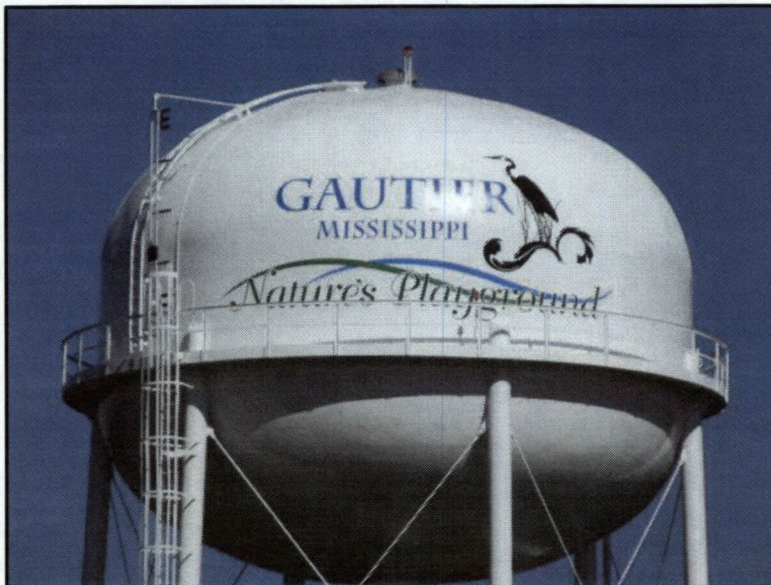


# City of Gautier

## Addendum No. 1

### Schedule "B"

|                                         | 2014                                               | 2015                                   | 2016                                    | 2017                                   | 2018                                              |
|-----------------------------------------|----------------------------------------------------|----------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------------------------|
|                                         | Year 1                                             | Year 2                                 | Year 3                                  | Year 4                                 | Year 5                                            |
| 500,000 Elevated - Central Fire Station | Exterior Touch Up & Repairs                        | Washout Inspection & Emergency Service | Exterior Renovation & Emergency Service | Visual Inspection & Emergency Service  | Washout Inspection & New Logo & Emergency Service |
| 150,000 Elevated - Mall Tank            | Exterior Touch Up & Repairs                        | Visual Inspection & Emergency Service  | Washout Inspection & Emergency Service  | Visual Inspection & Emergency Service  | Visual Inspection & Emergency Service             |
| 300,000 Elevated - Martin Bluff Tank    | Exterior Renovation & New Logo & Repairs & Washout | Visual Inspection & Emergency Service  | Visual Inspection & Emergency Service   | Washout Inspection & Emergency Service | Visual Inspection & Emergency Service             |
| 50,000 Elevated - Lark Street *         | Exterior Touch Up & Repairs                        | Visual Inspection & Emergency Service  | Washout Inspection & Emergency Service  | Visual Inspection & Emergency Service  | Washout Inspection & Emergency Service            |
| 10,000 PV - Hwy 57 **                   | Exterior Renovation & Emergency Service            | Visual Inspection & Emergency Service  | Visual Inspection & Emergency Service   | Visual Inspection & Emergency Service  | Visual Inspection & Emergency Service             |
| Yearly Total to Be Invoiced             | \$ 61,789                                          | \$ 61,789                              | \$ 61,789                               | \$ 8,855                               | \$ 8,855                                          |
| Deduct                                  |                                                    |                                        |                                         |                                        | \$ 2,000                                          |
| Revised Total to be Invoiced            | \$ 61,789                                          | \$ 61,789                              | \$ 61,789                               | \$ 8,855                               | \$ 6,855                                          |



Depiction of Logo to be added to Fire Station Tank



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

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Approval of the renewal of the service agreement with Cable One for the North Police Substation internet service**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 306**

---

**Summary Explanation: Approval of the renewal of the service agreement with Cable One for the North Police Substation internet service. Monthly increase will be \$2.74.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

|          |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Torjusen | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|

**Second Made by:**

|          |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Torjusen | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Police Department utilizes the internet for daily work routines and procedures; and

**WHEREAS**, Cable One currently provides the internet service for the City of Gautier North Police Substation; and

**WHEREAS**, after the renewal, the service charge and equipment fees will cost \$82.69 per month (reflecting a monthly increase of \$2.74); and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Cable One service agreement 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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 07/10/2018  
**Subject:** Approval of Cable One Business Services Agreement Renewal for the Police Department  
North Substation High Speed Internet service.

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**REQUEST:**

City Council approval is requested for a business services agreement renewal with Cable One for high speed internet service at the North Police Substation. The service charge and equipment fees will cost \$ 82.69 per month. The monthly increase will be \$2.74.

**BACKGROUND:**

Cable One has provided the internet service for the City of Gautier North Police Substation.

**DISCUSSION:**

The Police Department utilizes the internet for daily work routines and procedures.

**RECOMMENDATION:**

The Police Department staff recommends that the City Council approve the renewal contract with Cable One Business Services at \$82.69 per month.

**ATTACHMENTS:**

1. Cable ONE Business Services Contract - The City of Gautier North Police Substation - 05-15-2018 09-30 AM (002)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                           |                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|-------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             | <b>Business Services Agreement</b>        |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             | <b>Date: 05/15/2018</b>                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                           |                         |
| <b>Cable One Business Account Rep:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Michael Deleo                               | <b>Cable One System Address:</b>          |                         |
| <b>Phone Number:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | (602) 364-6613                              | 210 E Earll Drive                         |                         |
| <b>Fax Number:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (888) 501-0837                              | Phoenix, AZ 85012                         |                         |
| <b>Customer Information:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             | <b>Authorized Customer Representative</b> |                         |
| <b>Company Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The City of Gautier North Police Substation | <b>Full Name:</b>                         | Danny Selover           |
| <b>Street Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1412 Hastings Rd                            | <b>Billing Telephone:</b>                 | (228) 497-8000 x 304    |
| <b>City/State/ZIP:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Gautier, MS 39553                           | <b>Fax:</b>                               |                         |
| <b>Billing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PO BOX 670                                  | <b>Contact Number:</b>                    | 228-497-8000            |
| <b>City/State/ZIP:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | GAUTIER, MS 39553                           | <b>Email Address:</b>                     | dselover@gautier-ms.gov |
| <b>Cable One Account #:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 107718827                                   |                                           |                         |
| <b>Taxes and Fees Not Included</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                           |                         |
| <b>Service Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |                                           | <b>Quantity</b>         |
| D3 Suite (50Mbps x 5Mbps)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                           | 1                       |
| Wi-Fi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |                                           | 1                       |
| Installation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |                                           | 1                       |
| <b>Installation Charge (may include construction):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                           | \$0.00                  |
| <b>Term:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |                                           | 3 Year                  |
| <b>Total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                           | \$82.69                 |
| <b>Equipment Charges</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                             |                                           |                         |
| <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Quantity</b>                             | <b>Unit Price</b>                         | <b>Total Fee</b>        |
| D3 Modem Rental                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1                                           | \$8.99                                    | \$8.99                  |
| <b>Devices</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             | <b>Qty</b>                                | <b>Monthly Fee</b>      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             | Subtotal:                                 |                         |
| <b>Special Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                           |                         |
| <p>THE SERVICE CHARGES AND FEES TOTAL \$82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. THE SERVICE TERM SHALL BE DEEMED TO BEGIN UPON INSTALLATION AND TERMINATE AT THE COMPLETION OF THE TERM NOTED ABOVE.</p> <p>By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.</p> |                                             |                                           |                         |
| Customer Authorized Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | {{_es_:signer:signature}}                   |                                           |                         |
| Print                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | {{_es_:signer:fullname}}                    |                                           |                         |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | {{_es_:signer:date}}                        |                                           |                         |

## **TERMS AND CONDITIONS**

*The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.*

**Rights and Obligations.** The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

**Availability.** The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

**Compliance with Law.** Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

**Charges.** Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any

applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

**Installation and Maintenance of Equipment.** Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

**Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

**Copyrighted Materials and the Digital Millennium Copyright Act.** To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the



copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

#### **CHANNEL, SERVICE, PRICE, AND OTHER CHANGES**

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

**Music Performance Rights.** Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

**Termination.** Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt.

**Privacy.** Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at [www.cableone.net](http://www.cableone.net).

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: {{\_es\_:signer:fullname}}

Company: The City of Gautier North Police Substation

Date: {{\_es\_:signer:date}}



## **CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT**

### **THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1: DATA SERVICES**

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

#### **SECTION 2: ENGINEERING REVIEW**

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

#### **SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT**

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

#### **SECTION 4: USE OF DATA SERVICE AND EQUIPMENT**

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities.

#### **SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE**

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service.

Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

#### **SECTION 6: COPYRIGHTED MATERIALS**

To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

#### **SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY**

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion.

#### **SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT**

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

#### **SECTION 9: SUBSCRIBER PASSWORDS**

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

#### **SECTION 10: SUBSCRIBER PRIVACY**

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website ([www.cableone.net](http://www.cableone.net)). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

#### **SECTION 11: ASSIGNMENT**

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

#### **SECTION 12: TERMINATION BY CABLE ONE**

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Subscriber, and (ii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

#### **SECTION 13: TERMINATION BY SUBSCRIBER**

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

#### **SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED “AS IS”**

- (a) CABLE ONE’S DATA SERVICE AND EQUIPMENT ARE PROVIDED “AS IS”, “AS AVAILABLE” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER’S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER’S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

#### **SECTION 15: PUBLIC RECORDS**

CableOne acknowledges that the Subscriber is a public entity, and as such, is subject to state and federal laws regarding disclosure of public documents. Subscriber will notify CableOne immediately regarding any record request seeking CableOne documents.

## SECTION 18: MISCELLANEOUS:

- a. This Agreement is governed by the laws of the State of Mississippi. Subscriber and CableOne hereby consent to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

---

|                                               |
|-----------------------------------------------|
| <b><u>SUBSCRIBER:</u></b>                     |
| <b>By:</b> {{_es_:signer:optsignature}}       |
| <b>Printed Name:</b> {{_es_:signer:fullname}} |
| <b>Title:</b> {{_es_:title}}                  |
| <b>Address:</b>                               |
| <b>Phone:</b> (228) 497-8000 x 304            |





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

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order #2018-01 with Overstreet & Associates, PLLC for renovations and upgrades to Bacot Park Sports Complex**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-8000 ext. 317**

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

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          |                 | <b>Colledge</b>          |
|                        |                          |               |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

|                        |                          |               |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|---------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |               |                          |               |                          |                |                          |                 |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b>  | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |               |                          |               |                          |                |                          |                 | <b>Colledge</b>          |
|                        |                          |               |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2018**

**WHEREAS**, periodically the City of Gautier may seek professional engineering services for specific projects throughout the City; and

**WHEREAS**, Overstreet & Associates, PLLC proposes to enter a Task Order Agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this agreement;

**WHEREAS**, Task Order 2018-01 will be issued simultaneously, under which, Overstreet & Associates, PLLC will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including costs estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements; and

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

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary 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 July 17, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 07/10/2018  
**Subject:** Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC

---

**REQUEST:**

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

**BACKGROUND:**

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

February 20, 2018 the City of Gautier entered into Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC for Bacot Park. Since entering into the agreement, the engineers that previously worked on the project have left the firm. On July 3, 2018 the City terminated the agreement with Garner Russell and would like to move forward with Overstreet & Associates, PLLC for the Bacot Park Sports Complex.

**DISCUSSION:**

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

**RECOMMENDATION:**

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

City Council May:

1. Approve the professional services agreement (task order edition) and approve Task Order # 2018-01 in the amount of \$10,000 with Overstreet & Associates, PLLC.
2. Not approve the professional services agreement (task order edition) and not approve Task Order # 2018-01 in the amount of \$10,000 with Overstreet & Associates, PLLC.

**ATTACHMENTS:**

1. Phase 1 Study & Support Services

## 2. Demolition Plan and Gautier Sports Park



**TASK ORDER 2018-01**  
**BACOT PARK SPORTS COMPLEX – PHASE I**  
**STUDY AND REPORT SERVICES**

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

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_
- b. Owner: City of Gautier, Mississippi
- c. Engineer: Overstreet and Associates, PLLC
- d. Specific Project (title): Bacot Park Sports Complex  
Upgrades and Renovations – Phase Id
- e. Specific Project (description): Study and Report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

**2. Services of Engineer**

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

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

- Study and Report Services (Exhibit A, Paragraph A1.01)

- B. Other Services

Engineer shall also provide the following services: **None**.

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

---

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 3

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### 3. Additional Services

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

**None Anticipated**

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 5. Task Order Schedule

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

| <u>Party</u> | <u>Action</u>                                                                                  | <u>Schedule</u>                                                                                                       |
|--------------|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Engineer     | Furnish 5 review copies of the Report and other Study and Report Phase deliverables to Owner.  | Within 90 days of the Effective Date of the Task Order.                                                               |
| Owner        | Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.    | Within 30 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.                  |
| Engineer     | Furnish 5 copies of the revised Report and other Study and Report Phase deliverables to Owner. | Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables. |

### 6. Payments to Engineer

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

| Description of Service |                                      | Amount   | Basis of Compensation |
|------------------------|--------------------------------------|----------|-----------------------|
| 1.                     | Basic Services (Part 1 of Exhibit A) |          |                       |
|                        | a. Study and Report Phase (A1.01)    | \$10,000 | Lump Sum              |
|                        |                                      |          |                       |

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

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

**7. Consultants retained as of the Effective Date of the Task Order: None.**

**8. Other Modifications to Agreement and Exhibits: None.**

**9. Attachments: None.**

**10. Other Documents Incorporated by Reference: None.**

**11. Terms and Conditions**

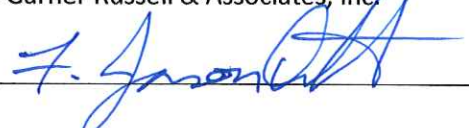
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2018.

OWNER: City of Gautier, Mississippi

ENGINEER: A. Garner Russell & Associates, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Paula Yancey

Print Name: F. Jason Overstreet, P.E.

Title: City Manager

Title: President

Engineer License No.: 18601

State of: Mississippi

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paula Yancey

Name: F. Jason Overstreet

Title: City Manager

Title: President

Address: 3330 Hwy 90  
Gautier, MS 39503

Address: 161 Lameuse Street, Suite 203  
Biloxi, MS 39530

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

E-Mail Address: jason@overstreeteng.com

Phone: (228) 497-8000

Phone: 228.967.7137

**Task Order Form**

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DEMOLITION PLAN

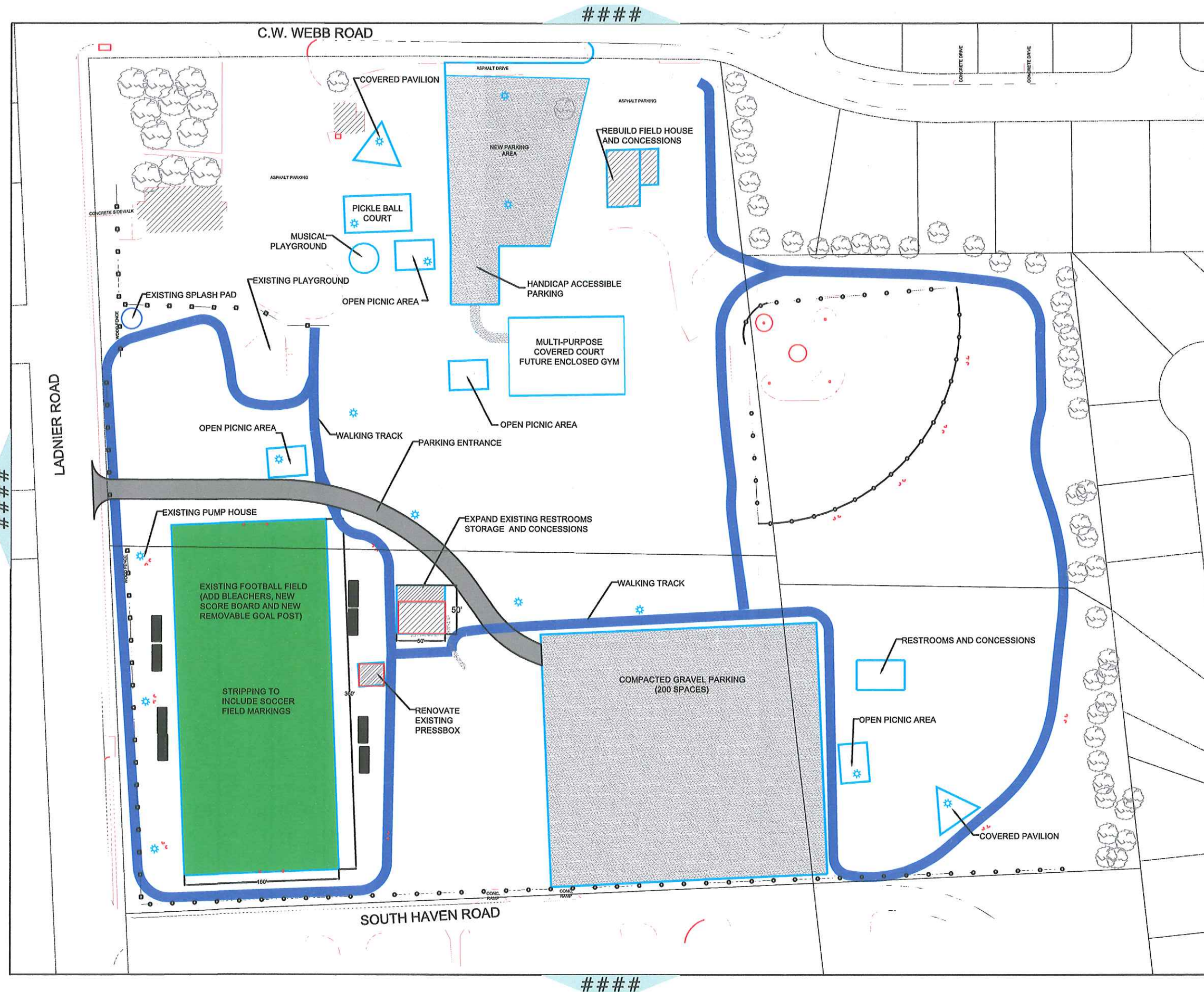
**O**VERSTREET  
& ASSOCIATES  
CONSULTING ENGINEERS

LEGEND

KEY MAP

|                        |              |
|------------------------|--------------|
| SCALE                  | SHEET NUMBER |
| 1" = 50'               | 1            |
| PLOT DATE              |              |
| 6-21-18                |              |
| FILE NAME              |              |
| Gautier Sport Park.dwg |              |





## PROPOSED DOG PARK

**OVERSTREET**  
& ASSOCIATES  
CONSULTING ENGINEERS

## LEGEND

## KEY MAP



| SCALE                  | SHEET NUMBER |
|------------------------|--------------|
| 1" = 80'               | 2            |
| PLOT DATE              |              |
| 6-1-18                 |              |
| FILE NAME              |              |
| Gautier Sport Park.dwg |              |

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

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Approval of an agreement between the City of**  
**Gautier and Cruisin' the Coast, Inc. to host a one**  
**day Cruisin' Through the Decades Event**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-8000 Ext. 306**

**Summary Explanation: Approval of the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event to be held September 30, 2018.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |                 |                          |               |                          |                |                          |                |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|
| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b>   | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> |
| <b>Anderson</b>        | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |               |                          |                |                          |                |                          |

|                        |                          |                 |                          |               |                          |                |                          |                |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|
| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                |                          |
| <b>Torjusen</b>        | <input type="checkbox"/> | <b>Martin</b>   | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Vaughan</b> | <input type="checkbox"/> |
| <b>Anderson</b>        | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> |               |                          |                |                          |                |                          |

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Cruisin' Through the Decades Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

**WHEREAS**, the Cruisin' Through the Decades Event will be helpful toward advancing the moral, financial and other interests of such municipality;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event scheduled for September 30, 2018 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 July 17, 2018.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 07/10/2018  
**Subject:** Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event

---

**REQUEST:**

The Recreation Department requests that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event to be held September 30, 2018.

**BACKGROUND:**

The 22nd Annual Cruisin' the Coast will be held September 30 - October 7, 2018 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place September 30, 2018 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

**DISCUSSION:**

The Gautier Recreation Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Recreation Department is planning to host a one day Cruisin' Through the Decades event. The event will consist of musical entertainment, reserved parking for cruisers, an all-out car show, and food vendors.

**RECOMMENDATION:**

The Recreation Department recommends that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.; or
2. Not approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

**ATTACHMENTS:**

1. Consent Agenda Item #6- Cruisin the Coast, Inc. Agreement
2. EXHIBIT A
3. CTC Contract 2018

## **EXHIBIT A**

**City of Gautier, MS  
Cruisin' Through the Decades  
Sunday, September 30, 2018  
11 a.m. - 4p.m.**

### **Cruisin' Through the Decades Schedule of Activities**

**11 a.m. Welcome & Reserved Parking Open to Cruisers**

**11a.m. – 4 p.m. Cruisin Through the Decades Entertainment TBD**

**1 p.m. All – Out Car Show Judging**

**3:30 p.m. Car Show Awards Presentation**

## **Agreement between Cruisin' The Coast, Inc. and the City of Gautier**

This Agreement is by and between ***Cruisin' the Coast, Inc.*** (hereinafter "CTC") and the following business or entity: City of Gautier, MS (hereinafter, "the City") and applies to the "Cruisin the Coast" event to be held on Sunday, September, 2018 in the City of Gautier. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. The event schedule is attached hereto as "Exhibit A". In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

**1. The City of Gautier will provide:**

- a. Event fee of \$5,000
- b. Volunteers to staff the event
- c. Traffic control
- d. Port-o-lets
- e. Signage
- f. A "person in charge" who will coordinate with the "person in charge" designated by CTC to produce the event

**2. Cruisin' The Coast will provide:**

- a. Promotion and advertisement of the Sunday, September 30, 2018, event in all printed materials and on website.
- b. License to use of the Cruisin' The Coast logo upon approval by CTC until the event is complete
- c. A "person in charge" who will coordinate with the "person in charge" designated by City to produce the event
- d. 6 tickets to the Kickoff Sponsor Party.
- e. 6 Sponsor T-shirts

**General:**

1. Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. CTC is not responsible for collection of any applicable taxes.
2. ET Motorgear is acknowledged as the official apparel vendor of Cruisin' The Coast. Other vending of this type is not permitted. CTC reserves the right to approve other apparel vending if ET Motorgear is not present, or not able to participate.
3. All media releases, press conferences and collateral materials promoting the event must be approved in advance by CTC. The parties acknowledge that CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
4. The City will obtain such event insurance as may be available at the time of the event and will furnish CTC with a copy of any policy so obtained. CTC acknowledges, however, that the City's liability for incidents occurring during the event is governed by the Mississippi Tort Claims Act and that the City of Gautier already carries liability coverage that will protect the City in the event of any damages or losses that might be incurred during the event and for which the City would otherwise be liable. CTC also acknowledges that the City, by law, cannot agree to indemnify CTC, or to hold CTC harmless from any claims, damages, or assessments, that might arise as a result of incidents occurring during the event, except to the extent allowed by law pursuant to state statute.

5. The City of Gautier acknowledges that it is sponsoring the CTC licensed event on their own premises or premises of others by permission, and that CTC is merely licensing its logo in order to market the authorized activity.
  6. CTC will not be responsible for the condition or safety of any premises where the City of Gautier hosts CTC authorized events.
  7. No activity will be allowed, ratified or encouraged by the City of Gautier which diminishes the “good will” and quality of the licensed CTC brand.
  8. No activity will be undertaken on the event site or premises or otherwise allowed which is a violation of state or federal law.
  9. This agreement may only be changed upon written amendment, approved by both parties.
  10. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
  11. Termination of Agreement:
    - a. This agreement may be terminated by either party for any reason more than 90 days prior to the event;
    - b. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for “good cause.”
  12. This agreement shall expire at midnight on the last full day of the event as scheduled.
  13. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
  14. The Agreement and Memorandum of Understanding constitute the entire agreement of the parties.
- .

Cruisin’ the Coast, Inc.

City of Gautier, MS

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Sherwood R. Bailey, Jr.

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Paula Yancey, City Manager

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Date

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Date

**CITY OF GAUTIER**  
**Consent Agenda Item #7**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Approval of the 2018 Continuing Disclosure**  
**Submission prepared by Butler Snow, LLP**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 302**

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**Summary Explanation: Approval of the 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

**Second Made by:**

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2018**

**WHEREAS** pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier, Mississippi 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP. 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:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.





June 22, 2018

**VIA E-MAIL AT [CRUSSELL@GAUTIER-MS.GOV](mailto:CRUSSELL@GAUTIER-MS.GOV)**

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

Re: City of Gautier, Mississippi 2018 Continuing Disclosure Submission (the "Disclosure Submission")

Dear Cindy:

Attached please find a copy of the City's Disclosure Submission filed for and on behalf of the City for the fiscal year ended September 30, 2017. Please review and make sure that all of the information contained in the Disclosure Submission is correct. If there are any revisions, please e-mail the changes to [Pamela.Wilder@butlersnow.com](mailto:Pamela.Wilder@butlersnow.com). Upon receipt of the revisions, we will file a supplement to the Disclosure Submission with the appropriate repository. If there are no changes, please retain a copy of the Disclosure Submission for your records. We suggest that the Disclosure Submission be spread upon the minutes of the City's next meeting.

In order to be in compliance with City's Continuing Disclosure Agreement, please send us a copy of the 2017 Audit for submission. If the 2017 Audit is not complete, please send unaudited financials for 2017, and a copy of the audited financials when final.

I have also enclosed our Statement of Services. Please place the Statement in line for payment at your earliest convenience and return a copy of the Statement for Services with your payment.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you again this year and look forward to working with you in the future.

Very truly yours,

BUTLER SNOW LLP

A handwritten signature in black ink that reads "Elizabeth Lambert Clark".

Elizabeth Lambert Clark

Enclosure

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney  
(Via email: [jdanos@bordisdanos.com](mailto:jdanos@bordisdanos.com))  
Paula Yancey, City Manager (Via email: [pyancey@gautier-ms.gov](mailto:pyancey@gautier-ms.gov))

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**Client:** Gautier, MS  
**Matter Number:** 031551.102327  
**Billing Professional:** Elizabeth Lambert Clark

**Invoice Number:** 10193568  
**Invoice Date:** June 20, 2018  
**DUE UPON RECEIPT**

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City of Gautier, MS  
Attn: Paula Yancey, City Manager  
3330 Highway 90  
Gautier, MS 39553

**Matter:** Continuing Disclosure

**Description:** Fees and expenses for services rendered for preparation and submission of Continuing Disclosure Statement for Fiscal Year 2017

**INVOICE**

For Services Rendered Through March 31, 2018

**TOTAL CURRENT BILLING FOR THIS MATTER**

**\$3,000.00**

**APPENDIX A**  
**ECONOMIC AND DEMOGRAPHIC INFORMATION**

**General Description**

The City of Gautier, Mississippi (the “City”) was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the “County”) and abuts the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of Mississippi (the “State”).

**Population**

The population of the City has been recorded as follows:

| 1990   | 2000   | 2010   | 2016 Estimate |
|--------|--------|--------|---------------|
| 10,130 | 11,681 | 18,572 | 18,541        |

SOURCE: Census Data information at website: [www.census.gov](http://www.census.gov); February 2018.

**Government<sup>1</sup>**

The City operates under a council-manager form of government. The City’s governing authority is comprised of the Mayor and a six-member City Council (the “Council”), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four year terms expiring on July 1, 2021, are as follows:

| Name                 | Occupation            | Position Held Since |
|----------------------|-----------------------|---------------------|
| Phil Torjusen        | Mayor                 | July, 2017          |
| Mary Martin          | Councilwoman At-Large | November, 2010      |
| Cameron B. George    | Councilman            | July, 2017          |
| Richard “DJ” Jackson | Councilman            | July, 2017          |
| Casey Vaughan        | Councilman            | July, 2013          |
| Rusty Anderson       | Councilman            | July, 2013          |
| Adam Colledge        | Councilman            | July, 2009          |

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<sup>1</sup> As of March 2018.

### **Major Employers**

The following is a listing of the County's major employers, their products or services and their approximate number of employees:

| Employer                                  | Employees                                          | Product/Service                          |
|-------------------------------------------|----------------------------------------------------|------------------------------------------|
| Huntington Ingalls                        | 11,300                                             | Naval Shipbuilding                       |
| Chevron Pascagoula Refinery               | 1,500 Full-time and<br>2,000+ Contract-<br>workers | Petroleum Refinery                       |
| Singing River Health System               | 2,300                                              | Healthcare                               |
| Signal International                      | 1,550 full-time 700<br>Subcontractors              | Marine and Fabrication services provider |
| VT Halter Marine, Inc.                    | 1,700                                              | Ship Manufacturing                       |
| Pascagoula-Gautier Public School District | 1,302                                              | Education                                |
| Jackson County Public School District     | 1,200                                              | Education                                |
| Jackson County, MS                        | 775                                                | Inbound Call Center                      |
| SUPSHIP, Conversion & Repair              | 400                                                | Government                               |
| MS Power                                  | 280                                                | Utility                                  |
| City of Pascagoula                        | 275                                                | Government                               |
| Wal-Mart Supercenter in Pascagoula        | 230                                                | Retail                                   |

**SOURCE:** Jackson County Economic Development Foundation; February 2018.

### **Per Capita Income<sup>2</sup>**

| Year | County   | Mississippi | United States | County as %<br>Of U.S. |
|------|----------|-------------|---------------|------------------------|
| 2016 | \$35,358 | \$35,484    | \$49,246      | 72%                    |
| 2015 | 34,763   | 34,757      | 48,451        | 72                     |
| 2014 | 34,191   | 34,213      | 46,494        | 74                     |
| 2013 | 33,766   | 33,327      | 44,493        | 76                     |
| 2012 | 33,928   | 32,920      | 44,282        | 77                     |

**SOURCE:** Bureau of Economic Analysis: Regional Economic Accounts at website: [www.bea.gov](http://www.bea.gov), 2012-2016; February 2018.

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<sup>2</sup> Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2012-2016 reflect county population estimates available as of March 2017; last updated November 16, 2017.

### **County Employment Statistics**

|                                               | 2012         | 2013         | 2014         | 2015         | 2016         |
|-----------------------------------------------|--------------|--------------|--------------|--------------|--------------|
| <b>Residence Based Employment</b>             |              |              |              |              |              |
| Civilian Labor Force                          | 6,890        | 6,500        | 6,430        | 6,400        | 6,180        |
| Unemployed                                    | 700          | 650          | 550          | 500          | 480          |
| Unemployment Rate                             | 10.2         | 10.0         | 8.6          | 7.8          | 7.8          |
| Employed                                      | 6,190        | 5,850        | 5,880        | 5,900        | 5,700        |
| <b>Establishment Based Employment</b>         |              |              |              |              |              |
| Manufacturing                                 | 1,590        | 1,530        | 1,380        | 1,370        | 1,370        |
| Non-manufacturing (Total)                     | 2,800        | 2,720        | 2,680        | 2,590        | 2,480        |
| Agriculture, Forestry, Fishing, Hunting       | 140          | 130          | 130          | 130          | 140          |
| Mining                                        | 120          | 130          | 120          | 90           | 80           |
| Utilities                                     | 30           | 30           | 30           | 30           | 20           |
| Construction                                  | 170          | 120          | 120          | 90           | 50           |
| Wholesale Trade                               | 80           | 70           | 60           | 50           | 50           |
| Retail Trade                                  | 360          | 360          | 340          | 340          | 330          |
| Transportation & Warehousing                  | 100          | 110          | 110          | 120          | 120          |
| Information                                   | 140          | 130          | 130          | 130          | 130          |
| Finance & Insurance                           | 100          | 100          | 100          | 100          | 100          |
| Real Estate, Rental & Leasing                 | 50           | 40           | 40           | 30           | 20           |
| Professional, Scientific & Technical Services | 90           | 90           | 80           | 60           | 50           |
| Management of Companies & Entertainment       | 20           | 20           | 20           | 20           | 20           |
| Administrative Support & Waste Management     | 20           | 20           | 10           | 0            | 0            |
| Educational Services                          | 50           | 60           | 60           | 60           | 60           |
| Health Care & Social Assistance               | 160          | 140          | 150          | 140          | 120          |
| Arts, Entertainment & Recreation              | 0            | 0            | 0            | 0            | 0            |
| Accommodation & Food Services                 | 130          | 140          | 130          | 140          | 150          |
| Other Services (except Public Administration) | 70           | 60           | 70           | 100          | 100          |
| Government                                    | 970          | 970          | 980          | 960          | 940          |
| Education                                     | 440          | 430          | 430          | 420          | 410          |
| <b>Total Nonagricultural Employment</b>       | <b>4,390</b> | <b>4,250</b> | <b>4,060</b> | <b>3,960</b> | <b>3,850</b> |

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

**County Unemployment Statistics**

| Year | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. | Annual Average |
|------|------|------|------|------|-----|------|------|------|------|------|------|------|----------------|
| 2013 | 10.6 | 9.7  | 9.0  | 8.5  | 9.2 | 9.6  | 8.9  | 8.2  | 8.5  | 8.7  | 8.1  | 8.2  | 8.9%           |
| 2014 | 8.9  | 8.5  | 8.2  | 7.4  | 8.3 | 8.6  | 8.5  | 7.7  | 7.6  | 7.5  | 7.2  | 7.5  | 8.0%           |
| 2015 | 8.0  | 7.1  | 6.7  | 6.4  | 7.4 | 7.7  | 7.4  | 6.4  | 6.6  | 6.7  | 6.7  | 7.1  | 7.0%           |
| 2016 | 7.1  | 6.8  | 6.3  | 6.0  | 6.6 | 7.3  | 6.8  | 6.3  | 6.5  | 6.4  | 5.8  | 6.5  | 6.5%           |
| 2017 | 7.2  | 5.5  | 5.4  | 5.0  | 5.9 | 6.5  | 6.6  | 5.6  | 5.4  | 5.1  | 5.2  | 5.3  | 5.7%           |

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

**Retail Sales**

| State Fiscal Year<br>Ended June 30 | Gautier       |
|------------------------------------|---------------|
| 2017                               | \$174,079,615 |
| 2016                               | 175,930,251   |
| 2015                               | 167,817,984   |
| 2014                               | 166,943,639   |
| 2013                               | 175,199,039   |

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue; March 2018.



## **Educational Facilities**

The Pascagoula-Gautier School District (the “District”) currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates nineteen (19) schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District’s current scholastic year and the previous four years are as follows:

| Scholastic Year | Enrollment |
|-----------------|------------|
| 2017-18         | 7,054      |
| 2016-17         | 7,256      |
| 2015-16         | 7,227      |
| 2014-15         | 7,129      |
| 2013-14         | 7,152      |

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; February 2018.

## **TAX INFORMATION**

### **Assessed Valuation**<sup>3</sup>

| Assessment Year | Real Property           | Personal Property <sup>4</sup> | Public Utility Property | Total         |
|-----------------|-------------------------|--------------------------------|-------------------------|---------------|
| 2017            | \$88,910,357            | \$24,142,590                   | \$7,518,392             | \$120,571,339 |
| 2016            | 88,951,909              | 22,960,414                     | 7,448,723               | 119,361,046   |
| 2015            | 84,931,947 <sup>5</sup> | 22,026,196                     | 8,377,308               | 115,335,451   |
| 2014            | 89,505,278              | 23,885,955                     | 8,356,674               | 121,747,907   |
| 2013            | 90,314,141              | 23,211,991                     | 8,134,460               | 121,660,592   |

SOURCE: Jackson County Tax Assessor; March 2018.

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<sup>3</sup> The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 2017 are collected starting in January 2018 for the 2017-18 fiscal year budget of the City.

<sup>4</sup> Personal Property includes mobile homes and automobiles.

<sup>5</sup> Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

#### **Procedure for Property Assessments**

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

**Tax Levy per \$1,000 Valuation<sup>6</sup>**

|                  | 2017-18 | 2016-17 | 2015-16 | 2014-15 | 2013-14 |
|------------------|---------|---------|---------|---------|---------|
| General Purposes | 30.09   | 26.79   | 26.79   | 26.79   | 26.79   |
| Debt Service     | 8.11    | 8.11    | 8.11    | 8.11    | 6.75    |
| Library          | 1.00    | 1.00    | 1.00    | 1.00    | 1.00    |
| Public Safety    | 1.80    | 1.80    | 1.80    | 1.80    | --      |
| Total Levy       | 41.00   | 37.70   | 37.70   | 37.70   | 34.54   |

SOURCE: Office of the City Clerk; March 2018

**Ad Valorem Tax Collections of the City<sup>7</sup>**

| Fiscal Year Ended September 30 | Amount Budgeted | Amount Collected | Difference Over/(Under) |
|--------------------------------|-----------------|------------------|-------------------------|
| 2017                           | \$4,217,327     | \$4,327,480      | \$110,153               |
| 2016                           | 4,107,909       | 4,113,896        | 5,987                   |
| 2015                           | 4,322,574       | 4,263,480        | (59,094)                |
| 2014                           | 3,217,821       | 3,183,344        | (34,477)                |
| 2013                           | 3,743,960       | 3,561,833        | (182,127)               |

SOURCE: Office of the City Clerk; March 2018.

**Procedure for Tax Collections**

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

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<sup>6</sup> Tax levy figures are given in mills.

<sup>7</sup> Does not include school taxes.

### **Reappraisal of Property and Limitation on Ad Valorem Levies**

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

### **Homestead Exemption**

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

### **Largest Taxpayers**

The ten largest taxpayers in the City of Gautier for assessment year 2017 are as follows:

| Taxpayer                       | Assessed Valuation | Taxes Collected |
|--------------------------------|--------------------|-----------------|
| SINGING RIVER EPA              | 6,585,489          | 270,005.05      |
| LOWE'S HOME CENTERS, INC #2700 | 1,649,659          | 67,636.01       |
| BIENVILLE MEDICAL              | 1,491,045          | 61,132.85       |
| KLP TOULON APARTMENTS, LP      | 1,383,874          | 56,738.84       |
| RESERVE OF GAUTER, LLC         | 755,468            | 30,974.19       |
| OCEAN ESTATES II, LLC          | 698,489            | 28,637.70       |
| VILLAS OF HICKORY HILLS, INC   | 682,322            | 27,975.21       |
| BELK                           | 526,198            | 21,574.12       |
| JERRY LEE'S                    | 510,104            | 20,914.26       |
| MS APARTMENTS LLC              | 436,411            | 17,892.85       |
| Totals:                        | \$14,719,0596      | \$603,481.08    |

SOURCE: Office of the Jackson County Tax Collector; March 2018.

### **DEBT INFORMATION**

#### **Legal Debt Limit Statement**

(As of March 1, 2018)

|                                                                                | 15% Limit    | 20% Limit    |
|--------------------------------------------------------------------------------|--------------|--------------|
| Authorized Debt Limit (Last Completed Assessment for Taxation - \$120,571,339) | \$18,085,701 | \$24,114,268 |
| Present Debt Subject to Debt Limits                                            | 5,605,000    | 5,605,000    |
| Margin for Further Debt Under Debt Limits                                      | \$12,480,701 | \$18,509,268 |

#### **Statutory Debt Limits**

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

**Outstanding General Obligation Bonded Debt**

(As of March 1, 2018)

| Issue                                                        | Date of Issue | Outstanding Principal |
|--------------------------------------------------------------|---------------|-----------------------|
| General Obligation Katrina Loan Refunding Bonds, Series 2010 | 02/01/10      | \$540,000             |
| General Obligation Bonds, Series 2010                        | 08/01/10      | \$5,065,000           |
| Total                                                        |               | \$5,605,000           |

**Outstanding Water and Sewer Revenue Bond Debt**

(As of March 1, 2018)

| Issue                                                                                                                                     | Date of Issue | Outstanding Principal |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|
| State Revolving Fund Loan #3 <sup>8</sup>                                                                                                 | 01/06         | \$636,265.46          |
| State Revolving Fund Loan #4 <sup>6</sup>                                                                                                 | 09/06         | \$747,419.53          |
| State Revolving Fund Loan #4 <sup>6</sup>                                                                                                 | 10/06         | \$970,628.05          |
| State Revolving Fund Construction Loan #5 <sup>6</sup>                                                                                    | 06/08         | \$234,226.01          |
| State Revolving Fund Construction Loan #6 <sup>6</sup>                                                                                    | 09/09         | \$462,190.32          |
| State Revolving Fund Construction Loan #7 <sup>6</sup>                                                                                    | 09/09         | \$1,135,404.90        |
| Combined Utility System Revenue Refunding Bonds, Series 2012 <sup>9</sup>                                                                 | 5/31/12       | \$1,390,000.00        |
| Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) <sup>10</sup> | 8/13/13       | \$2,955,000.00        |
| Total                                                                                                                                     |               | \$8,531,134.27        |

SOURCE: Office of the City Clerk; March 2018.

<sup>8</sup> The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

<sup>9</sup> Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

<sup>10</sup> Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.



**General Obligation Annual Debt Service Requirements**

| FY Ending<br>September<br>30 |                 |                |                |
|------------------------------|-----------------|----------------|----------------|
|                              | Principal       | Interest       | Total          |
| 2018                         | 580,000.00      | 199,347.51     | 779,347.51     |
| 2019                         | 600,000.00      | 180,627.51     | 780,627.51     |
| 2020                         | 630,000.00      | 161,262.51     | 791,262.51     |
| 2021                         | 370,000.00      | 145,868.76     | 515,868.76     |
| 2022                         | 385,000.00      | 134,768.76     | 519,768.76     |
| 2023                         | 405,000.00      | 122,256.26     | 527,256.26     |
| 2024                         | 390,000.00      | 109,093.76     | 499,093.76     |
| 2025                         | 400,000.00      | 95,443.76      | 495,443.76     |
| 2026                         | 405,000.00      | 81,443.76      | 486,443.76     |
| 2027                         | 415,000.00      | 66,762.50      | 481,762.50     |
| 2028                         | 420,000.00      | 51,200.00      | 471,200.00     |
| 2029                         | 425,000.00      | 34,400.00      | 459,400.00     |
| 2030                         | 435,000.00      | 17,400.00      | 452,400.00     |
| Total                        | \$ 5,860,000.00 | \$1,399,875.09 | \$7,259,875.09 |

**Overlapping/Underlying General Obligation Indebtedness**

(As of February 2018)

| Political Subdivision        | 2010 Population | Current Assessed<br>Valuation | General<br>Obligation<br>Bonded Debt | General Obligation<br>Bonded Debt Per<br>Capita |
|------------------------------|-----------------|-------------------------------|--------------------------------------|-------------------------------------------------|
| Jackson County <sup>11</sup> | 139,668         | \$2,037,038,757               | \$8,155,949                          | \$58.40                                         |

| School District                    | Current Assessed<br>Valuation | General Obligation<br>Bonded Debt |
|------------------------------------|-------------------------------|-----------------------------------|
| Pascagoula-Gautier School District | \$1,030,082,460 <sup>12</sup> | \$0.00 <sup>13</sup>              |

<sup>11</sup>Source: County Administrator, February 2018.

<sup>12</sup>Source: County Administrator, February 2018.

<sup>13</sup>Source: School district's FY 2017 Audit.

**APPENDIX B**  
**INFORMATION ON THE COMBINED UTILITY SYSTEM**  
**CITY OF GAUTIER, MISSISSIPPI**  
**FISCAL YEAR 2017**

**General**

The Gautier Utility District (the “District”) was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District’s service area was five miles west of the City of Pascagoula, Mississippi, the County seat, and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City’s service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the “Service Area”). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

**The Water System**

The City currently provides water service to approximately 7,346 customers (computing commercial users on a residential customer equivalent basis). The Service Area’s water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,410 gallons per minute, the largest well delivering 850 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600’ to 800’). The Service Area’s groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of four elevated tanks with a capacity of 1,000,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 1.26 million gallons.

**The Sewer System**

The City’s sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City’s sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the “Authority”), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City’s average flow of wastewater to the Authority’s treatment system is 1,500,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City’s monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City’s expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

**Fire Protection**

The fire protection facilities of the City include four fire stations. The four stations, are located within the corporate limits of the City, and are owned and operated by the City.

## Mandatory Connections

By City ordinance, all homeowners, building owners, and owners of rental, business, or recreational property are required to connect to the System.

## Utility Rate Schedule

The following table sets forth the utility rate schedule for water and sewer customers in the City:

|                                        | Prior Rates       |                   |                  |                   | Current Rates <sup>1</sup> |         |
|----------------------------------------|-------------------|-------------------|------------------|-------------------|----------------------------|---------|
|                                        | As of<br>10/01/96 | As of<br>10/01/02 | As of<br>9/19/06 | As of<br>10/01/08 | 2016                       | 2017    |
| <b>Gallons</b>                         | 3,000             | 3,000             | 3,000            | 3,000             | 2,000                      | 3,000   |
| <b>Water</b>                           |                   |                   |                  |                   |                            |         |
| First 2,000 Gallons                    | \$16.31           | \$17.76           | \$18.45          | \$19.30           | \$14.15                    | \$25.50 |
| Over 2,000 Gallons (per 1,000 Gallons) | 3.50              | 3.81              | 4.00             | 4.14              | 7.60                       | 8.50    |
|                                        |                   |                   |                  |                   |                            |         |
| <b>Sewer</b>                           |                   |                   |                  |                   |                            |         |
| First 2,000 Gallons                    | 13.33             | 17.76             | 18.45            | 19.30             | 6.47                       | 12.30   |
| Over 2,000 Gallons (per 1,000 Gallons) | 2.86              | 3.81              | 4.00             | 4.14              | 4.74                       | 4.10    |
|                                        |                   |                   |                  |                   |                            |         |
| <b>Wastewater Treatment</b>            |                   |                   |                  |                   |                            |         |
| First 2,000 Gallons                    | 2.98              | 0.00              | 0.00             | 0.00              | 9.71                       | 14.70   |
| Over 2,000 Gallons (per 1,000 Gallons) | 0.64              | 0.00              | 0.00             | 0.00              | 4.98                       | 4.90    |
|                                        |                   |                   |                  |                   |                            |         |
| <b>Garbage</b>                         |                   |                   |                  |                   |                            |         |
| Monthly Charge                         | 0.00              | 0.00              | 12.67            | 17.00             | 17.00                      | 17.00   |
|                                        |                   |                   |                  |                   |                            |         |
| <b>Minimum Average Bill</b>            |                   |                   |                  |                   |                            |         |
|                                        | 32.62             | 35.52             | 49.57            | 55.60             | 47.33                      | 69.50   |

<sup>1</sup> Following the City's annexation in 2002, the City has not billed their citizens/customers for fire protection or wastewater treatment. Fire protection is provided through the City's general fund budget. Wastewater treatment is billed separately. Information as of March 2018.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

## Management of the System

The System is a division of the City and is governed by the Governing Body. The City also prepares financial statements for the System. The System is operated and maintained by contract with ClearWater Solutions, LLC (the "**Manager**"). The Manager partners with municipalities, county governments, private individuals, and water and wastewater boards across Mississippi, Alabama, Georgia, South Carolina, and Kentucky to provide operations and management of water and wastewater systems.

## Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good

cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

#### Customers Served By City

The following table shows the number of customers served by the City from 2013 to 2017:

| <b>FY Ending<br/>September 30</b> | <b>Customers</b>         |
|-----------------------------------|--------------------------|
| 2017                              | 7,346 (Metered Accounts) |
| 2016                              | 7,326 (Metered Accounts) |
| 2015                              | 7,209 (Metered Accounts) |
| 2014                              | 7,300 (Metered Accounts) |

#### Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2017:

| <b>TEN LARGEST USERS</b> | <b>TOTAL WATER<br/>CHARGES</b> |
|--------------------------|--------------------------------|
| KLP TOULAN               | \$84,941.64                    |
| SINGING RIVER APTS       | \$61,515.88                    |
| FOREST CITY              | \$59,710.26                    |
| BAYOU VILLAGE            | \$52,142.43                    |
| SUN SUITES               | \$50,462.75                    |
| RIVER BEND               | \$49,457.61                    |
| MAGNOLIA OAKS            | \$47,144.71                    |
| FOREST CITY              | \$44,933.37                    |
| GLENMARK APTS            | \$43,007.86                    |
| RIVER CHASE VILLAGE      | \$31,303.95                    |

The current capacity of the City's water system is as follows:

| <b>Current Water System</b> | <b>Number of Gallons per day</b> |
|-----------------------------|----------------------------------|
| Capacity                    | 640,150,688                      |
| Peak daily load             | 2,500,000                        |
| Average daily usage         | 1,753,837                        |

The current capacity of the City's sewer system is as follows:

| <b>Current Sewer System</b> | <b>Number of Gallons per day</b> |
|-----------------------------|----------------------------------|
| Capacity                    | 6,000,000                        |
| Peak Daily load             | 4,000,000                        |
| Average daily usage         | 2,000,000                        |

#### Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body in September 19, 1996, October 1, 2008, October 1, 2010, and

October 3, 2017. (See “THE COMBINED UTILITY SYSTEM – Utilities Rate Schedule,” herein). Historical calculations for the combined utility system of the City were based on actual data in the City’s annual audits (Fiscal Years 2010–2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017–2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010–2017 ranges from a low of 1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
3. Water and sewer usage is projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

|                                               | <u>2014</u>    | <u>2015</u>    | <u>2016</u>    | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      | <u>2020</u>      | <u>2021</u>      |
|-----------------------------------------------|----------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|
| <u>Revenues</u>                               | <i>Audited</i> | <i>Audited</i> | <i>Audited</i> | <i>Unaudited</i> | <i>Projected</i> | <i>Projected</i> | <i>Projected</i> | <i>Projected</i> |
| <b>Total Revenue</b>                          | \$8,772,361    | \$8,104,568    | \$8,660,502    | \$9,730,915      | \$10,788,893     | \$10,896,782     | \$11,005,750     | \$11,115,807     |
| <u>Expenses</u>                               |                |                |                |                  |                  |                  |                  |                  |
| <b>Total Expenses</b>                         | 4,052,300      | 5,198,467      | 5,592,909      | 5,503,112        | 6,503,160        | 6,568,192        | 6,633,874        | 6,700,212        |
| <b>Revenue Available for Debt Service</b>     | 4,720,061      | 2,906,101      | 3,067,593      | 4,227,803        | 4,285,733        | 4,328,590        | 4,371,876        | 4,415,595        |
| <b>Existing Debt Service</b>                  | 2,189,272      | 2,370,856      | 2,476,082      | 2,472,081        | 2,471,182        | 1,995,531        | 1,071,281        | 1,071,931        |
| <b>Available Revenue for New Debt Service</b> | 3,051,914      | 535,245        | 591,511        | 1,755,722        | 1,814,551        | 2,333,059        | 3,300,595        | 3,343,664        |
| <b>Proforma Debt Service</b>                  |                |                |                |                  |                  | 295,000          | 294,600          | 294,000          |
| <hr/>                                         |                |                |                |                  |                  |                  |                  |                  |
| <b>Debt Service Coverage</b>                  | 2.16           | 1.23           | 1.24           | 1.71             | 1.73             | 2.91             | 5.62             | 5.68             |

**Assumptions**

- 1% annual increase in total revenues for projected years.
- 3% annual increase in total expenses for projected years.

**Outstanding Water and Sewer Revenue Bond Debt**

(As of March 1, 2018)

| Issue                                                                     | Date of Issue | Outstanding Principal |
|---------------------------------------------------------------------------|---------------|-----------------------|
| State Revolving Fund Loan #3 <sup>1</sup>                                 | 01/06         | \$636,265.46          |
| State Revolving Fund Loan #4 <sup>6</sup>                                 | 09/06         | \$747,419.53          |
| State Revolving Fund Loan #4 <sup>6</sup>                                 | 10/06         | \$970,628.05          |
| State Revolving Fund Construction Loan #5 <sup>6</sup>                    | 06/08         | \$234,226.01          |
| State Revolving Fund Construction Loan #6 <sup>6</sup>                    | 09/09         | \$462,190.32          |
| State Revolving Fund Construction Loan #7 <sup>6</sup>                    | 09/09         | \$1,135,404.90        |
| Combined Utility System Revenue Refunding Bonds, Series 2012 <sup>2</sup> | 5/31/12       | \$1,390,000.00        |
| Promissory Note (Combined Utility System Revenue Project) <sup>3</sup>    | 8/13/13       | \$2,955,000.00        |
| Total                                                                     |               | \$8,531,134.27        |

SOURCE: Office of the City Clerk; March 2018.

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<sup>1</sup> The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

<sup>2</sup> Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

<sup>3</sup> Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

City of Gautier  
October 1, 2017 - September 30, 2018  
Annual Budget

| <b><u>GENERAL FUND: FUND 001</u></b>           |                           |                                        |
|------------------------------------------------|---------------------------|----------------------------------------|
| <b>REVENUES</b>                                | <b>BUDGET<br/>FY 2017</b> | <b>PROPOSED<br/>BUDGET<br/>FY 2018</b> |
| Licenses & Permits                             | \$ 80,000.00              | \$ 91,000.00                           |
| Inter-Governmental Revenue:                    |                           |                                        |
| In Lieu of Taxes                               | \$ 355,000.00             | \$ 342,000.00                          |
| Franchise Fees                                 | \$ 163,000.00             | \$ 155,000.00                          |
| General Sales Tax                              | \$ 2,225,000.00           | \$ 2,235,000.00                        |
| ABC Licenses                                   | \$ 11,000.00              | \$ 13,000.00                           |
| Homestead Reimbursement                        | \$ 90,000.00              | \$ 90,000.00                           |
| Motor Fuel Tax                                 | \$ 14,000.00              | \$ 115,560.00                          |
| Shared Revenues - Road Tax                     | \$ 487,000.00             | \$ 487,000.00                          |
| Shared Revenues - Recreation                   | \$ 135,000.00             | \$ 135,000.00                          |
| Rail Car Tax                                   | \$ 2,000.00               | \$ 2,200.00                            |
| Privilege Tax-Heavy Duty Vehicle               | \$ 1,600.00               | \$ 4,000.00                            |
| Municipal Aid Surplus                          | \$ 9,200.00               | \$ 9,200.00                            |
| FEMA/MEMA Reimbursement                        | \$ -                      | \$ -                                   |
| Fine & Forfeits                                | \$ 476,000.00             | \$ 474,000.00                          |
| Grants                                         | \$ 36,855.00              | \$ 29,000.00                           |
| Surplus Property                               | \$ -                      | \$ -                                   |
| Loan - HIDTA Vehicle                           | \$ -                      | \$ -                                   |
| Loan - Police Cars                             | \$ 170,000.00             | \$ -                                   |
| Miscellaneous                                  | \$ 88,200.00              | \$ 110,255.00                          |
| Transfer from Other Funds                      | \$ 200,000.00             | \$ -                                   |
| Transfer from Solid Waste Fund                 | \$ 316,500.00             | \$ 500,000.00                          |
| Transfer from Enterprise Fund                  | \$ 200,000.00             | \$ 300,000.00                          |
| Total revenue from sources other than taxation | \$ 5,060,355.00           | \$ 5,092,215.00                        |
| Balance at beginning of year                   | \$ 1,525,000.00           | \$ 1,500,000.00                        |
| Total from all sources other than taxation     | \$ 6,585,355.00           | \$ 6,592,215.00                        |
| Amount necessary to be raised by tax levy      | \$ 4,091,088.00           | \$ 4,500,273.00                        |
| Total available cash and anticipated revenue   | \$ 10,676,443.00          | \$ 11,092,488.00                       |
| <b><u>GENERAL FUND</u></b>                     |                           |                                        |
| <b>EXPENDITURES</b>                            |                           |                                        |
| <b>LEGISLATIVE DEPARTMENT</b>                  |                           |                                        |
| Personnel Services                             | \$ 95,274.00              | \$ 102,562.00                          |
| Supplies                                       | \$ 1,000.00               | \$ 4,000.00                            |
| Other Services & Charges                       | \$ 21,200.00              | \$ 22,650.00                           |
| Total                                          | \$ 117,474.00             | \$ 129,212.00                          |
| <b>CITY COURT</b>                              |                           |                                        |
| Personnel Services                             | \$ 128,941.00             | \$ 174,520.00                          |
| Supplies                                       | \$ 3,000.00               | \$ 3,000.00                            |
| Other Services & Charges                       | \$ 130,550.00             | \$ 141,650.00                          |
| Capital Outlay                                 | \$ -                      | \$ -                                   |
| Total                                          | \$ 262,491.00             | \$ 319,170.00                          |
| <b>CITY MANAGER</b>                            |                           |                                        |
| Personnel Services                             | \$ 224,297.00             | \$ 148,614.00                          |
| Supplies                                       | \$ 2,500.00               | \$ 5,500.00                            |
| Other Services & Charges                       | \$ 65,300.00              | \$ 89,450.00                           |
| Total                                          | \$ 292,097.00             | \$ 243,564.00                          |
| <b>HUMAN RESOURCES</b>                         |                           |                                        |
| Personnel Services                             | \$ 124,281.00             | \$ 128,900.00                          |
| Supplies                                       | \$ 3,700.00               | \$ 3,700.00                            |
| Other Services & Charges                       | \$ 10,700.00              | \$ 10,250.00                           |
| Capital Outlay                                 | \$ -                      | \$ 200.00                              |
| Total                                          | \$ 138,681.00             | \$ 143,050.00                          |
| <b>ELECTIONS</b>                               |                           |                                        |
| Supplies                                       | \$ 1,500.00               | \$ -                                   |
| Other Services & Charges                       | \$ 14,500.00              | \$ -                                   |
| Total                                          | \$ 16,000.00              | \$ -                                   |
| <b>CITY CLERK</b>                              |                           |                                        |
| Personnel Services                             | \$ 227,766.00             | \$ 235,955.00                          |
| Supplies                                       | \$ 11,500.00              | \$ 11,500.00                           |
| Other Services & Charges                       | \$ 18,104.00              | \$ 28,400.00                           |
| Capital Outlay                                 | \$ -                      | \$ 1,600.00                            |
| Total                                          | \$ 257,370.00             | \$ 277,455.00                          |



|                                          |                  |                  |
|------------------------------------------|------------------|------------------|
| <b>FINANCE</b>                           |                  |                  |
| Personnel Services                       | \$ 190,580.00    | \$ 180,775.00    |
| Supplies                                 | \$ 1,500.00      | \$ 1,050.00      |
| Capital Outlay                           | \$ -             | \$ 2,000.00      |
| Total                                    | \$ 192,080.00    | \$ 183,825.00    |
| <b>CITY ATTORNEY</b>                     |                  |                  |
| Other Services & Charges                 | \$ 120,000.00    | \$ 105,000.00    |
| Total                                    | \$ 120,000.00    | \$ 105,000.00    |
| <b>BUILDING &amp; PLANNING</b>           |                  |                  |
| Personnel Services                       | \$ 243,810.00    | \$ 294,077.00    |
| Supplies                                 | \$ 10,000.00     | \$ 10,000.00     |
| Other Services & Charges                 | \$ 56,760.00     | \$ 30,060.00     |
| Capital Outlay                           | \$ -             | \$ 3,000.00      |
| Total                                    | \$ 310,570.00    | \$ 337,137.00    |
| <b>GENERAL EXPENSES &amp; FACILITIES</b> |                  |                  |
| Supplies                                 | \$ 13,000.00     | \$ 16,000.00     |
| Other Services & Charges                 | \$ 519,600.00    | \$ 540,200.00    |
| Capital Outlay                           | \$ 14,500.00     | \$ 10,500.00     |
| Total                                    | \$ 547,100.00    | \$ 566,700.00    |
| <b>GRANTS &amp; PROJECTS ADMIN</b>       |                  |                  |
| Personnel Services                       | \$ -             | \$ 134,948.00    |
| Supplies                                 | \$ -             | \$ 1,000.00      |
| Other Services & Charges                 | \$ -             | \$ 3,320.00      |
| Capital Outlay                           | \$ -             | \$ 2,500.00      |
| Total                                    | \$ -             | \$ 141,768.00    |
| <b>POLICE DEPARTMENT</b>                 |                  |                  |
| Personnel Services                       | \$ 2,820,469.00  | \$ 2,762,195.00  |
| Supplies                                 | \$ 190,000.00    | \$ 203,500.00    |
| Other Services & Charges                 | \$ 163,350.00    | \$ 160,900.00    |
| Capital Outlay                           | \$ 231,415.00    | \$ 13,792.00     |
| Debt Service                             | \$ 75,100.00     | \$ 63,976.00     |
| Total                                    | \$ 3,480,334.00  | \$ 3,204,363.00  |
| <b>FIRE DEPARTMENT</b>                   |                  |                  |
| Personnel Services                       | \$ 2,167,129.00  | \$ 2,232,040.00  |
| Supplies                                 | \$ 67,867.00     | \$ 62,867.00     |
| Other Services & Charges                 | \$ 113,920.00    | \$ 104,250.00    |
| Capital Outlay                           | \$ 6,000.00      | \$ 6,000.00      |
| Total                                    | \$ 2,354,916.00  | \$ 2,405,157.00  |
| <b>RECREATION DEPARTMENT</b>             |                  |                  |
| Personnel Services                       | \$ 272,919.00    | \$ 311,184.00    |
| Supplies                                 | \$ 37,700.00     | \$ 44,500.00     |
| Other Services & Charges                 | \$ 85,900.00     | \$ 97,250.00     |
| Capital Outlay                           | \$ -             | \$ -             |
| Total                                    | \$ 396,519.00    | \$ 452,934.00    |
| <b>STREETS</b>                           |                  |                  |
| Supplies                                 | \$ 50,000.00     | \$ 70,000.00     |
| Other Services & Charges                 | \$ 152,000.00    | \$ 163,000.00    |
| Capital Outlay                           | \$ 15,000.00     | \$ 45,000.00     |
| Total                                    | \$ 217,000.00    | \$ 278,000.00    |
| <b>MAINTENANCE</b>                       |                  |                  |
| Personnel Services                       | \$ 205,708.00    | \$ 208,480.00    |
| Supplies                                 | \$ 14,900.00     | \$ 19,900.00     |
| Other Services & Charges                 | \$ 2,830.00      | \$ 6,150.00      |
| Capital Outlay                           | \$ -             | \$ -             |
| Total                                    | \$ 223,438.00    | \$ 234,530.00    |
| <b>PUBLIC SAFETY</b>                     |                  |                  |
| Unappropriated                           | \$ -             | \$ -             |
| Total                                    | \$ -             | \$ -             |
| <b>INTERFUND TRANSFERS</b>               |                  |                  |
| Transfer to Other Funds                  | \$ 791,839.00    | \$ 795,982.00    |
| Transfer to Health Benefit Fund          | \$ -             | \$ 250,000.00    |
| Total                                    | \$ 791,839.00    | \$ 1,045,982.00  |
| <b>TOTAL EXPENDITURES</b>                | \$ 9,717,909.00  | \$ 10,067,847.00 |
| <b>YEAR END BALANCE</b>                  | \$ 958,534.00    | \$ 1,024,641.00  |
| <b>BALANCE</b>                           | \$ 10,676,443.00 | \$ 11,092,488.00 |

**MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue \$2.5 million)****REVENUE**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | 309.95     | \$ | 310.00     |
| Transfer from General Fund                   | \$ | 277,854.00 | \$ | 279,229.00 |
| Total available cash and anticipated revenue | \$ | 278,163.95 | \$ | 279,539.00 |

**EXPENDITURES**

|                                    |    |            |    |            |
|------------------------------------|----|------------|----|------------|
| Annual Fees                        | \$ | 1,200.00   | \$ | 1,200.00   |
| Ms Dev Katrina Loan - Debt Service | \$ | 276,654.00 | \$ | 278,029.00 |

**TOTAL EXPENDITURES**

|    |            |    |            |
|----|------------|----|------------|
| \$ | 277,854.00 | \$ | 279,229.00 |
|----|------------|----|------------|

**YEAR END BALANCE**

|    |        |    |        |
|----|--------|----|--------|
| \$ | 309.95 | \$ | 310.00 |
|----|--------|----|--------|

**BALANCE**

|    |            |    |            |
|----|------------|----|------------|
| \$ | 278,163.95 | \$ | 279,539.00 |
|----|------------|----|------------|

**TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13****REVENUE**

|                                              |    |             |    |           |
|----------------------------------------------|----|-------------|----|-----------|
| Balance at beginning of year                 | \$ | (29,555.01) | \$ | 13,631.67 |
| Grant                                        | \$ | 84,158.13   | \$ | 40,971.45 |
| Transfer from General Fund                   | \$ | -           | \$ | -         |
| Total available cash and anticipated revenue | \$ | 54,603.12   | \$ | 54,603.12 |

**EXPENDITURES**

|                |    |           |    |           |
|----------------|----|-----------|----|-----------|
| Capital Outlay | \$ | 54,603.12 | \$ | 54,603.12 |
|----------------|----|-----------|----|-----------|

**TOTAL EXPENDITURES**

|    |           |    |           |
|----|-----------|----|-----------|
| \$ | 54,603.12 | \$ | 54,603.12 |
|----|-----------|----|-----------|

**YEAR END BALANCE**

|    |   |    |   |
|----|---|----|---|
| \$ | - | \$ | - |
|----|---|----|---|

**BALANCE**

|    |           |    |           |
|----|-----------|----|-----------|
| \$ | 54,603.12 | \$ | 54,603.12 |
|----|-----------|----|-----------|

**ALLEN ROAD WIDENING: FUND 20****REVENUES**

|                                              |    |              |    |           |
|----------------------------------------------|----|--------------|----|-----------|
| Balance at beginning of year                 | \$ | (744,218.40) | \$ | 31,890.00 |
| MDOT Reimbursements                          | \$ | 6,438.40     | \$ | 14,434.00 |
| Interlocal Funding (JCBS)                    | \$ | -            | \$ | -         |
| CAP Loan                                     | \$ | 995,980.00   | \$ | -         |
| Transfer from General Fund                   | \$ | -            | \$ | -         |
| Total available cash and anticipated revenue | \$ | 258,200.00   | \$ | 46,324.00 |

**EXPENDITURES**

|                          |    |           |    |           |
|--------------------------|----|-----------|----|-----------|
| Other Services & Charges | \$ | -         | \$ | -         |
| Debt Service             | \$ | 61,000.00 | \$ | 46,324.00 |

**TOTAL EXPENDITURES**

|    |           |    |           |
|----|-----------|----|-----------|
| \$ | 61,000.00 | \$ | 46,324.00 |
|----|-----------|----|-----------|

**YEAR END BALANCE**

|    |            |    |   |
|----|------------|----|---|
| \$ | 197,200.00 | \$ | - |
|----|------------|----|---|

**BALANCE**

|    |            |    |           |
|----|------------|----|-----------|
| \$ | 258,200.00 | \$ | 46,324.00 |
|----|------------|----|-----------|

**MDOT SAFE ROUTES TO SCHOOL: FUND 29****REVENUES**

|                                              |    |            |    |             |
|----------------------------------------------|----|------------|----|-------------|
| Balance at beginning of year                 | \$ | 21,556.50  | \$ | (36,558.55) |
| MDOT Reimbursements                          | \$ | 173,216.00 | \$ | 59,938.88   |
| Transfer from General Fund                   | \$ | -          | \$ | -           |
| Total available cash and anticipated revenue | \$ | 194,772.50 | \$ | 23,380.33   |

**EXPENDITURES**

|                                 |    |            |    |           |
|---------------------------------|----|------------|----|-----------|
| Street Improvements (Sidewalks) | \$ | 194,772.50 | \$ | 23,380.33 |
|---------------------------------|----|------------|----|-----------|

**TOTAL EXPENDITURES**

|    |            |    |           |
|----|------------|----|-----------|
| \$ | 194,772.50 | \$ | 23,380.33 |
|----|------------|----|-----------|

**YEAR END BALANCE**

|    |   |    |   |
|----|---|----|---|
| \$ | - | \$ | - |
|----|---|----|---|

**BALANCE**

|    |            |    |           |
|----|------------|----|-----------|
| \$ | 194,772.50 | \$ | 23,380.33 |
|----|------------|----|-----------|

**USFW CITY PARK BOAT LAUNCH0 : FUND 50****REVENUES**

|                                              |    |            |    |             |
|----------------------------------------------|----|------------|----|-------------|
| Balance at beginning of year                 | \$ | -          | \$ | (90,836.53) |
| Grant                                        | \$ | 190,310.00 | \$ | 169,610.00  |
| Transfer from Tideland Grant                 | \$ | 65,300.00  | \$ | 99,518.00   |
| Total available cash and anticipated revenue | \$ | 255,610.00 | \$ | 178,291.47  |

**EXPENDITURES**

|                |    |            |    |            |
|----------------|----|------------|----|------------|
| Capital Outlay | \$ | 255,610.00 | \$ | 178,291.47 |
|----------------|----|------------|----|------------|

**TOTAL EXPENDITURES**

|    |            |    |            |
|----|------------|----|------------|
| \$ | 255,610.00 | \$ | 178,291.47 |
|----|------------|----|------------|

**YEAR END BALANCE**

|    |   |    |   |
|----|---|----|---|
| \$ | - | \$ | - |
|----|---|----|---|

**BALANCE**

|    |            |    |            |
|----|------------|----|------------|
| \$ | 255,610.00 | \$ | 178,291.47 |
|----|------------|----|------------|

**MARTIN BLUFF ROAD PROJECT: FUND 128****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | 232,012.64 | \$ | 102,012.64 |
| Total available cash and anticipated revenue | \$ | 232,012.64 | \$ | 102,012.64 |

**EXPENDITURES**

|                          |    |            |    |            |
|--------------------------|----|------------|----|------------|
| Capital Outlay           | \$ | 130,000.00 | \$ | 102,012.64 |
| Transfer to General Fund | \$ | 100,000.00 | \$ | -          |

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| <b>TOTAL EXPENDITURES</b> | \$ | 230,000.00 | \$ | 102,012.64 |
| <b>YEAR END BALANCE</b>   | \$ | 2,012.64   | \$ | -          |
| <b>BALANCE</b>            | \$ | 232,012.64 | \$ | 102,012.64 |

**\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130****REVENUES**

|                                              |    |              |    |              |
|----------------------------------------------|----|--------------|----|--------------|
| Balance at beginning of year                 | \$ | 193,141.37   | \$ | 286,500.00   |
| Interest                                     | \$ | 1,200.00     | \$ | 1,200.00     |
| MDOT Reimbursements                          | \$ | 1,537,940.07 | \$ | 3,611,043.21 |
| Transfer from GF Debt Service                | \$ | 508,119.00   | \$ | 502,319.00   |
| Total available cash and anticipated revenue | \$ | 2,240,400.44 | \$ | 4,401,062.21 |

**EXPENDITURES**

|                                    |    |              |    |              |
|------------------------------------|----|--------------|----|--------------|
| Annual Bond Fees                   | \$ | 2,200.00     | \$ | 2,200.00     |
| Annual Bond Payment - Debt Service | \$ | 505,919.00   | \$ | 501,318.76   |
| Capital Improvements               | \$ | 1,731,011.25 | \$ | 3,897,543.45 |
| Transfer to General Fund           |    |              |    |              |

|                           |    |              |    |              |
|---------------------------|----|--------------|----|--------------|
| <b>TOTAL EXPENDITURES</b> | \$ | 2,239,130.25 | \$ | 4,401,062.21 |
| <b>YEAR END BALANCE</b>   | \$ | 1,270.19     | \$ | -            |
| <b>BALANCE</b>            | \$ | 2,240,400.44 | \$ | 4,401,062.21 |

**U S JUSTICE EQUITABLE SHARING: FUND 157****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | 397,099.00 | \$ | 423,959.65 |
| Assets Forfeited                             | \$ | -          | \$ | -          |
| Total available cash and anticipated revenue | \$ | 397,099.00 | \$ | 423,959.65 |

**EXPENDITURES**

|                |    |   |    |           |
|----------------|----|---|----|-----------|
| Capital Outlay | \$ | - | \$ | 50,000.00 |
|----------------|----|---|----|-----------|

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| <b>TOTAL EXPENDITURES</b> | \$ | -          | \$ | 50,000.00  |
| <b>YEAR END BALANCE</b>   | \$ | 397,099.00 | \$ | 373,959.65 |
| <b>BALANCE</b>            | \$ | 397,099.00 | \$ | 423,959.65 |

**FIRE PROTECTION FUND: FUND 160****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | 281,311.42 | \$ | 277,000.00 |
| Fire Insurance Rebate                        | \$ | 110,000.00 | \$ | 100,000.00 |
| MS Code Rebate                               | \$ | 3,100.00   | \$ | 3,000.00   |
| Loan Proceeds                                | \$ | 430,000.00 | \$ | -          |
| Total available cash and anticipated revenue | \$ | 824,411.42 | \$ | 380,000.00 |

**EXPENDITURES**

|                          |    |            |    |            |
|--------------------------|----|------------|----|------------|
| Other Services & Charges | \$ | 12,527.68  | \$ | 13,131.85  |
| Capital Outlay           | \$ | 495,000.00 | \$ | 62,000.00  |
| Debt Service             | \$ | 17,750.00  | \$ | 120,504.00 |
| Transfer to Fund 161     |    |            |    |            |

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| <b>TOTAL EXPENDITURES</b> | \$ | 525,277.68 | \$ | 195,635.85 |
| <b>YEAR END BALANCE</b>   | \$ | 299,133.74 | \$ | 184,364.15 |
| <b>BALANCE</b>            | \$ | 824,411.42 | \$ | 380,000.00 |

**TIDELANDS GRANT FUND - FUND 171****REVENUES**

|                                              |    |              |    |             |
|----------------------------------------------|----|--------------|----|-------------|
| Balance at beginning of year                 | \$ | (144,233.01) | \$ | (81,532.55) |
| Grant: Public Access                         | \$ | 569,848.67   | \$ | 377,780.65  |
| Grant: Town Center                           | \$ | 419,284.97   | \$ | 336,016.64  |
| Total available cash and anticipated revenue | \$ | 844,900.63   | \$ | 632,264.74  |

**EXPENDITURES**

|                                         |    |            |    |            |
|-----------------------------------------|----|------------|----|------------|
| Capital Outlay: City Park-Town Commons  | \$ | 226,109.95 | \$ | 167,165.33 |
| Capital Outlay: Graveline Bayou         | \$ | 50,000.00  | \$ | 33,050.00  |
| Capital Outlay: Shepard State Park      | \$ | 503,490.68 | \$ | 232,531.41 |
| Capital Outlay: Mary Walker Bayou Parks | \$ | -          | \$ | 100,000.00 |
| Trans to other Grants: Fund 50          | \$ | 65,300.00  | \$ | 99,518.00  |

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| <b>TOTAL EXPENDITURES</b> | \$ | 844,900.63 | \$ | 632,264.74 |
| <b>YEAR END BALANCE</b>   | \$ | -          | \$ | -          |
| <b>BALANCE</b>            | \$ | 844,900.63 | \$ | 632,264.74 |

**LIBRARY SUPPORT FUND: FUND 172****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at Beginning of Year                 | \$ | -          | \$ | -          |
| Amount to be raised by tax levy              | \$ | 108,639.00 | \$ | 109,578.00 |
| Total available cash and anticipated revenue | \$ | 108,639.00 | \$ | 109,578.00 |

**EXPENDITURES**

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| Other Services & Charges  | \$ | 108,639.00 | \$ | 109,578.00 |
| <b>TOTAL EXPENDITURES</b> | \$ | 108,639.00 | \$ | 109,578.00 |
| <b>YEAR END BALANCE</b>   | \$ | -          | \$ | -          |
| <b>BALANCE</b>            | \$ | 108,639.00 | \$ | 109,578.00 |

**SHEPARD STATE PARK: FUND 176****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | 49,600.00  | \$ | 45,000.00  |
| Other Revenue                                | \$ | 9,000.00   | \$ | 500.00     |
| Camping Fees                                 | \$ | 82,000.00  | \$ | 85,000.00  |
| Admission Fees/Day Use                       | \$ | 3,400.00   | \$ | 4,000.00   |
| Total available cash and anticipated revenue | \$ | 144,000.00 | \$ | 134,500.00 |

**EXPENDITURES**

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| Personnel Services        | \$ | 30,678.00  | \$ | 36,723.00  |
| Supplies                  | \$ | 36,850.00  | \$ | 16,000.00  |
| Other Services & Charges  | \$ | 55,400.00  | \$ | 54,700.00  |
| Capital Outlay            | \$ | 1,200.00   | \$ | 17,200.00  |
| <b>TOTAL EXPENDITURES</b> | \$ | 124,128.00 | \$ | 124,623.00 |
| <b>YEAR END BALANCE</b>   | \$ | 19,872.00  | \$ | 9,877.00   |
| <b>BALANCE</b>            | \$ | 144,000.00 | \$ | 134,500.00 |

**USDA-NRCS EMERGENCY WATERSHED: Fund 300****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at beginning of year                 | \$ | -          | \$ | 178,387.00 |
| Grant                                        | \$ | 486,453.00 | \$ | 486,453.00 |
| JCBS Interlocal Funds                        | \$ | 192,537.00 | \$ | -          |
| Total available cash and anticipated revenue | \$ | 678,990.00 | \$ | 664,840.00 |

**EXPENDITURES**

|                           |    |            |    |            |
|---------------------------|----|------------|----|------------|
| Other Services & Charges  | \$ | 678,990.00 | \$ | 664,840.00 |
| <b>TOTAL EXPENDITURES</b> | \$ | 678,990.00 | \$ | 664,840.00 |
| <b>YEAR END BALANCE</b>   | \$ | -          | \$ | -          |
| <b>BALANCE</b>            | \$ | 678,990.00 | \$ | 664,840.00 |

**ELEVATED WATER TANK: FUND 350****REVENUES**

|                                              |    |   |    |              |
|----------------------------------------------|----|---|----|--------------|
| Balance at beginning of year                 | \$ | - | \$ | -            |
| Development Infrastructure Program Funds     | \$ | - | \$ | 350,000.00   |
| CAP Loan Proceeds                            | \$ | - | \$ | 736,500.00   |
| Transfer from Enterprise Fund                | \$ | - | \$ | 36,000.00    |
| Total available cash and anticipated revenue | \$ | - | \$ | 1,122,500.00 |

**EXPENDITURES**

|                           |    |   |    |              |
|---------------------------|----|---|----|--------------|
| Other Services & Charges  | \$ | - | \$ | 152,500.00   |
| Capital Outlay            | \$ | - | \$ | 970,000.00   |
| <b>TOTAL EXPENDITURES</b> | \$ | - | \$ | 1,122,500.00 |
| <b>YEAR END BALANCE</b>   | \$ | - | \$ | -            |
| <b>BALANCE</b>            | \$ | - | \$ | 1,122,500.00 |

**BEMIS SEWER PROJECT: FUND 351****REVENUES**

|                                              |    |   |    |              |
|----------------------------------------------|----|---|----|--------------|
| Balance at beginning of year                 | \$ | - | \$ | -            |
| CDBG Grant Funds                             | \$ | - | \$ | 600,000.00   |
| Transfer from Other Funds                    | \$ | - | \$ | 600,000.00   |
| Total available cash and anticipated revenue | \$ | - | \$ | 1,200,000.00 |

**EXPENDITURES**

|                           |    |   |    |              |
|---------------------------|----|---|----|--------------|
| Other Services & Charges  | \$ | - | \$ | 112,400.00   |
| Capital Outlay            | \$ | - | \$ | 1,087,600.00 |
| <b>TOTAL EXPENDITURES</b> | \$ | - | \$ | 1,200,000.00 |
| <b>YEAR END BALANCE</b>   | \$ | - | \$ | -            |
| <b>BALANCE</b>            | \$ | - | \$ | 1,200,000.00 |

**WATER AND SEWER UTILITY FUND: FUND 400****REVENUES**

|                                              |    |              |    |               |
|----------------------------------------------|----|--------------|----|---------------|
| Water Sales                                  | \$ | 4,082,434.00 | \$ | 3,713,534.00  |
| Sewer Sales                                  | \$ | 1,749,221.00 | \$ | 1,935,704.00  |
| Wastewater Treatment Collections             | \$ | 2,185,740.00 | \$ | 2,094,280.00  |
| Capacity Fee                                 | \$ | -            | \$ | 564,300.00    |
| Service Connections                          | \$ | 75,000.00    | \$ | 75,000.00     |
| Inspection Fees                              | \$ | 500.00       | \$ | -             |
| Miscellaneous                                | \$ | 561,000.00   | \$ | 561,000.00    |
| Transfer from Solid Waste Fund               | \$ | -            | \$ | -             |
| Total Revenue from All Sources               | \$ | 8,653,895.00 | \$ | 8,943,818.00  |
| Balance at Beginning of Year                 | \$ | 400,000.00   | \$ | 1,400,000.00  |
| Total available cash and anticipated revenue | \$ | 9,053,895.00 | \$ | 10,343,818.00 |

**EXPENDITURES****WATER & SEWER - ADMINISTRATION**

|                          |    |              |    |              |
|--------------------------|----|--------------|----|--------------|
| Personnel Services       | \$ | -            | \$ | 249,133.00   |
| Supplies                 | \$ | -            | \$ | 15,000.00    |
| Other Services & Charges | \$ | 2,621,143.00 | \$ | 2,537,643.00 |
| Capital Outlay           | \$ | -            | \$ | 4,000.00     |
| Total Water & Sewer      | \$ | 2,621,143.00 | \$ | 2,805,776.00 |

**WATER & SEWER - OPERATION & MAINTENANCE**

|                          |    |              |    |              |
|--------------------------|----|--------------|----|--------------|
| Supplies                 | \$ | 238,000.00   | \$ | 315,000.00   |
| Other Services & Charges | \$ | 2,556,216.00 | \$ | 2,490,884.00 |
| Capital Outlay           | \$ | 200,000.00   | \$ | 150,000.00   |
| Total Water & Sewer      | \$ | 2,994,216.00 | \$ | 2,955,884.00 |

**OTHER**

|                          |    |              |    |              |
|--------------------------|----|--------------|----|--------------|
| Debt Service             | \$ | 2,477,584.00 | \$ | 2,476,684.00 |
| Contingency Fund         | \$ | -            | \$ | 200,000.00   |
| Transfer to General Fund | \$ | 200,000.00   | \$ | 500,000.00   |
| Transfer to Fund 350     | \$ | -            | \$ | 36,000.00    |
| Total Other              | \$ | 2,677,584.00 | \$ | 3,212,684.00 |

**TOTAL EXPENDITURES**

|                         |    |              |    |               |
|-------------------------|----|--------------|----|---------------|
|                         | \$ | 8,292,943.00 | \$ | 8,974,344.00  |
| <b>YEAR END BALANCE</b> | \$ | 760,952.00   | \$ | 1,369,474.00  |
| <b>BALANCE</b>          | \$ | 9,053,895.00 | \$ | 10,343,818.00 |

**SOLID WASTE FUND: FUND 404****REVENUES**

|                                              |    |              |    |              |
|----------------------------------------------|----|--------------|----|--------------|
| Balance at beginning of year                 | \$ | 78,000.00    | \$ | 21,000.00    |
| Garbage Collection Fees                      | \$ | 1,260,000.00 | \$ | 1,284,000.00 |
| Total available cash and anticipated revenue | \$ | 1,338,000.00 | \$ | 1,305,000.00 |

**EXPENDITURES**

|                             |    |              |    |              |
|-----------------------------|----|--------------|----|--------------|
| Other Services and Charges  | \$ | 1,010,000.00 | \$ | 1,005,000.00 |
| Transfer to General Fund    | \$ | 316,500.00   | \$ | 300,000.00   |
| Transfer to Enterprise Fund | \$ | -            | \$ | -            |

**TOTAL EXPENDITURES**

|                         |    |              |    |              |
|-------------------------|----|--------------|----|--------------|
|                         | \$ | 1,326,500.00 | \$ | 1,305,000.00 |
| <b>YEAR END BALANCE</b> | \$ | 11,500.00    | \$ | -            |
| <b>BALANCE</b>          | \$ | 1,338,000.00 | \$ | 1,305,000.00 |

**EPA BROWNFIELDS ASSESSMENT GRANT: FUND 409****REVENUES**

|                                              |    |             |    |          |
|----------------------------------------------|----|-------------|----|----------|
| Balance at Beginning of Year                 | \$ | (64,550.00) | \$ | -        |
| Grant                                        | \$ | 288,249.85  | \$ | 7,693.90 |
| Total available cash and anticipated revenue | \$ | 223,699.85  | \$ | 7,693.90 |

**EXPENDITURES**

|                          |    |            |    |          |
|--------------------------|----|------------|----|----------|
| Personnel Services       | \$ | 20,045.00  | \$ | -        |
| Supplies                 | \$ | 333.52     | \$ | -        |
| Other Services & Charges | \$ | 203,321.33 | \$ | 7,693.90 |

**TOTAL EXPENDITURES**

|                         |    |            |    |          |
|-------------------------|----|------------|----|----------|
|                         | \$ | 223,699.85 | \$ | 7,693.90 |
| <b>YEAR END BALANCE</b> | \$ | -          | \$ | -        |
| <b>BALANCE</b>          | \$ | 223,699.85 | \$ | 7,693.90 |

**MSB - WATER IONIZATION PROJECT: FUND 421****REVENUES**

|                                              |    |            |    |           |
|----------------------------------------------|----|------------|----|-----------|
| Balance at beginning of year                 | \$ | 141,813.04 | \$ | 55,131.74 |
| Loan Proceeds                                | \$ | -          | \$ | -         |
| Total available cash and anticipated revenue | \$ | 141,813.04 | \$ | 55,131.74 |

**EXPENDITURES**

|                           |    |            |    |           |
|---------------------------|----|------------|----|-----------|
| Capital Outlay            | \$ | 141,813.04 | \$ | 55,131.74 |
| <b>TOTAL EXPENDITURES</b> | \$ | 141,813.04 | \$ | 55,131.74 |
| <b>YEAR END BALANCE</b>   | \$ | -          | \$ | -         |
| <b>BALANCE</b>            | \$ | 141,813.04 | \$ | 55,131.74 |

**RESERVE FUND: 2012 GUD BOND REFINANCE: FUND 495****REVENUES**

|                                              |    |            |    |            |
|----------------------------------------------|----|------------|----|------------|
| Balance at Beginning of Year                 | \$ | 486,716.00 | \$ | 486,716.00 |
| Miscellaneous - Interest                     | \$ | 700.00     | \$ | 1,000.00   |
| Total available cash and anticipated revenue | \$ | 487,416.00 | \$ | 487,716.00 |

**EXPENDITURES**

|                            |    |            |    |            |
|----------------------------|----|------------|----|------------|
| Other Services and Charges | \$ | -          | \$ | -          |
| <b>TOTAL EXPENDITURES</b>  | \$ | -          | \$ | -          |
| <b>YEAR END BALANCE</b>    | \$ | 487,416.00 | \$ | 487,716.00 |
| <b>BALANCE</b>             | \$ | 487,416.00 | \$ | 487,716.00 |

**GUD BOND ESCROW FUND 602 - RESTRICTED DEBT SERVICE****REVENUES**

|                                              |    |              |    |              |
|----------------------------------------------|----|--------------|----|--------------|
| Cash at Beginning of Year                    | \$ | 823,458.00   | \$ | 825,500.00   |
| Miscellaneous - Interest                     | \$ | 1,000.00     | \$ | 1,000.00     |
| Transfers from Enterprise Fund               | \$ | 1,398,200.00 | \$ | 1,396,350.00 |
| Total available cash and anticipated revenue | \$ | 2,222,658.00 | \$ | 2,222,850.00 |

**EXPENDITURES**

|                           |    |              |    |              |
|---------------------------|----|--------------|----|--------------|
| Bonds Payable             | \$ | 1,398,200.00 | \$ | 1,396,350.00 |
| <b>TOTAL EXPENDITURES</b> | \$ | 1,398,200.00 | \$ | 1,396,350.00 |
| <b>YEAR END BALANCE</b>   | \$ | 824,458.00   | \$ | 826,500.00   |
| <b>BALANCE</b>            | \$ | 2,222,658.00 | \$ | 2,222,850.00 |

**NOTICE OF FAILURE TO FILE  
FY 2017 Audited Financial Statements  
City of Gautier, Mississippi (the “City”)**

**NOTICE IS HEREBY PROVIDED that the City’s Audited Financial Statements and/or its unaudited financial information for Fiscal Year 2017 are unavailable for filing at this time. The financial statements will be filed upon availability thereof.**



## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Monday, March 05, 2018 3:46 PM  
**To:** Pamela Wilder  
**Subject:** FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure   Emailing:  
Submission Preview Print

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Submission ID:ES866848  
03/05/2018 16:45:27

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure, for the year ended 09/30/2017

---

### Documents

Financial Operating Filing [Options](#) ↓ ↑

└─FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure .pdf posted 03/05/2018 [Options](#) ↓ ↑

□  
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---

### The following issuers are associated with this continuing disclosure submission:

| CUSIP-6 | State | Issuer Name                        |
|---------|-------|------------------------------------|
| 368069  | MS    | GAUTIER MISS                       |
| 36806P  | MS    | GAUTIER MISS COMBINED UTIL SYS REV |
| 60534T  | MS    | MISSISSIPPI DEV BK SPL OBLIG       |

---

The following 40 securities have been published with this continuing disclosure submission:

| CUSIP-9   | Maturity Date |
|-----------|---------------|
| 368069AA8 | 08/01/2011    |
| 368069AB6 | 08/01/2012    |
| 368069AC4 | 08/01/2013    |
| 368069AD2 | 08/01/2014    |
| 368069AE0 | 08/01/2015    |
| 368069AF7 | 08/01/2016    |
| 368069AG5 | 08/01/2017    |
| 368069AH3 | 08/01/2018    |
| 368069AJ9 | 08/01/2019    |
| 368069AK6 | 08/01/2020    |
| 368069AL4 | 08/01/2021    |
| 368069AM2 | 08/01/2022    |
| 368069AN0 | 08/01/2023    |
| 368069AP5 | 08/01/2024    |
| 368069AQ3 | 08/01/2025    |
| 368069AR1 | 08/01/2026    |
| 368069AS9 | 08/01/2027    |
| 368069AT7 | 08/01/2028    |
| 368069AU4 | 08/01/2029    |
| 368069AV2 | 08/01/2030    |
| 36806PAA2 | 03/01/2013    |
| 36806PAB0 | 03/01/2014    |
| 36806PAC8 | 03/01/2015    |
| 36806PAD6 | 03/01/2016    |
| 36806PAE4 | 03/01/2017    |
| 36806PAF1 | 03/01/2018    |
| 36806PAG9 | 03/01/2019    |
| 60534TQZ1 | 07/01/2014    |
| 60534TRA5 | 07/01/2015    |
| 60534TRB3 | 07/01/2016    |
| 60534TRC1 | 07/01/2017    |
| 60534TRD9 | 07/01/2018    |
| 60534TRE7 | 07/01/2019    |
| 60534TRF4 | 07/01/2020    |
| 60534TRG2 | 07/01/2021    |
| 60534TRH0 | 07/01/2022    |
| 60534TRJ6 | 07/01/2023    |
| 60534TRK3 | 07/01/2026    |

|           |            |
|-----------|------------|
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

---

**Submitter's Contact Information**

**Company:** Butler Snow LLP  
**Name:** PAMELA WILDER  
**Address:** P. O. BOX 6010  
**City, State Zip:** RIDGELAND, MS 39158  
**Phone Number:** 6019854335  
**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Monday, March 05, 2018 3:43 PM  
**To:** Pamela Wilder  
**Subject:** FY 2017 Appendix B System Information - Gautier, MS - Emailing: Submission Preview Print

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Submission ID:ES866845  
03/05/2018 16:42:53

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Appendix B System Information - Gautier, MS, for the year ended 09/30/2017

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### Documents

 Financial Operating Filing [Options](#) ↓ ↑

└─FY 2017 Appendix B System Information - Gautier, MS.pdf posted 03/05/2018 [Options](#) ↓ ↑

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The following issuers are associated with this continuing disclosure submission:

| CUSIP-6 | State | Issuer Name                        |
|---------|-------|------------------------------------|
| 368069  | MS    | GAUTIER MISS                       |
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| 60534T  | MS    | MISSISSIPPI DEV BK SPL OBLIG       |

---

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| 368069AC4 | 08/01/2013    |
| 368069AD2 | 08/01/2014    |
| 368069AE0 | 08/01/2015    |
| 368069AF7 | 08/01/2016    |
| 368069AG5 | 08/01/2017    |
| 368069AH3 | 08/01/2018    |
| 368069AJ9 | 08/01/2019    |
| 368069AK6 | 08/01/2020    |
| 368069AL4 | 08/01/2021    |
| 368069AM2 | 08/01/2022    |
| 368069AN0 | 08/01/2023    |
| 368069AP5 | 08/01/2024    |
| 368069AQ3 | 08/01/2025    |
| 368069AR1 | 08/01/2026    |
| 368069AS9 | 08/01/2027    |
| 368069AT7 | 08/01/2028    |
| 368069AU4 | 08/01/2029    |
| 368069AV2 | 08/01/2030    |
| 36806PAA2 | 03/01/2013    |
| 36806PAB0 | 03/01/2014    |
| 36806PAC8 | 03/01/2015    |
| 36806PAD6 | 03/01/2016    |
| 36806PAE4 | 03/01/2017    |
| 36806PAF1 | 03/01/2018    |
| 36806PAG9 | 03/01/2019    |
| 60534TQZ1 | 07/01/2014    |
| 60534TRA5 | 07/01/2015    |
| 60534TRB3 | 07/01/2016    |
| 60534TRC1 | 07/01/2017    |
| 60534TRD9 | 07/01/2018    |
| 60534TRE7 | 07/01/2019    |
| 60534TRF4 | 07/01/2020    |
| 60534TRG2 | 07/01/2021    |
| 60534TRH0 | 07/01/2022    |
| 60534TRJ6 | 07/01/2023    |
| 60534TRK3 | 07/01/2026    |

|           |            |
|-----------|------------|
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

---

**Submitter's Contact Information**

**Company:** Butler Snow LLP  
**Name:** PAMELA WILDER  
**Address:** P. O. BOX 6010  
**City, State Zip:** RIDGELAND, MS 39158  
**Phone Number:** 6019854335  
**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Tuesday, March 13, 2018 3:52 PM  
**To:** Pamela Wilder  
**Subject:** FY 2018 Budget - City of Gautier, MS - Emailing: Submission Preview Print



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Submission ID:ES869677  
03/13/2018 16:51:04

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Voluntary Disclosure

Budget: FY 2018 Budget - City of Gautier, MS, for the year ended 09/30/2017

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#### Documents

Financial Operating Filing [Options](#) ↓↑

FY 2018 Budget - City of Gautier, MS.pdf posted 03/13/2018 [Options](#) ↓↑

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The following issuers are associated with this continuing disclosure submission:

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| 60534T  | MS    | MISSISSIPPI DEV BK SPL OBLIG       |



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| 368069AD2 | 08/01/2014    |
| 368069AE0 | 08/01/2015    |
| 368069AF7 | 08/01/2016    |
| 368069AG5 | 08/01/2017    |
| 368069AH3 | 08/01/2018    |
| 368069AJ9 | 08/01/2019    |
| 368069AK6 | 08/01/2020    |
| 368069AL4 | 08/01/2021    |
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| 368069AN0 | 08/01/2023    |
| 368069AP5 | 08/01/2024    |
| 368069AQ3 | 08/01/2025    |
| 368069AR1 | 08/01/2026    |
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| 368069AU4 | 08/01/2029    |
| 368069AV2 | 08/01/2030    |
| 36806PAA2 | 03/01/2013    |
| 36806PAB0 | 03/01/2014    |
| 36806PAC8 | 03/01/2015    |
| 36806PAD6 | 03/01/2016    |
| 36806PAE4 | 03/01/2017    |
| 36806PAF1 | 03/01/2018    |
| 36806PAG9 | 03/01/2019    |
| 60534TQZ1 | 07/01/2014    |
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| 60534TRF4 | 07/01/2020    |
| 60534TRG2 | 07/01/2021    |
| 60534TRH0 | 07/01/2022    |
| 60534TRJ6 | 07/01/2023    |
| 60534TRK3 | 07/01/2026    |

|           |            |
|-----------|------------|
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

---

**Submitter's Contact Information**

**Company:** Butler Snow LLP  
**Name:** PAMELA WILDER  
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**City, State Zip:** RIDGELAND, MS 39158  
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**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Monday, March 05, 2018 5:39 PM  
**To:** Pamela Wilder  
**Subject:** Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS



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Submission ID:ES866921  
03/05/2018 18:38:07

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Rule 15c2-12 Disclosure

Failure to Provide Annual Financial Information: Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS, for the year ended 09/30/2017

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#### Documents

Financial Operating Filing [Options](#) ↓ ↑

Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS.pdf posted 03/05/2018 [Options](#) ↓ ↑

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| 368069AD2 | 08/01/2014    |
| 368069AE0 | 08/01/2015    |
| 368069AF7 | 08/01/2016    |
| 368069AG5 | 08/01/2017    |
| 368069AH3 | 08/01/2018    |
| 368069AJ9 | 08/01/2019    |
| 368069AK6 | 08/01/2020    |
| 368069AL4 | 08/01/2021    |
| 368069AM2 | 08/01/2022    |
| 368069AN0 | 08/01/2023    |
| 368069AP5 | 08/01/2024    |
| 368069AQ3 | 08/01/2025    |
| 368069AR1 | 08/01/2026    |
| 368069AS9 | 08/01/2027    |
| 368069AT7 | 08/01/2028    |
| 368069AU4 | 08/01/2029    |
| 368069AV2 | 08/01/2030    |
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| 36806PAE4 | 03/01/2017    |
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| 60534TRD9 | 07/01/2018    |
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| 60534TRF4 | 07/01/2020    |
| 60534TRG2 | 07/01/2021    |
| 60534TRH0 | 07/01/2022    |
| 60534TRJ6 | 07/01/2023    |
| 60534TRK3 | 07/01/2026    |

|           |            |
|-----------|------------|
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

---

**Submitter's Contact Information**

**Company:** Butler Snow LLP  
**Name:** PAMELA WILDER  
**Address:** P. O. BOX 6010  
**City, State Zip:** RIDGELAND, MS 39158  
**Phone Number:** 6019854335  
**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Monday, September 25, 2017 3:18 PM  
**To:** crussell@gautier-ms.gov; pyancey@gautier-ms.gov  
**Cc:** Lindsey.Rea@raymondjames.com; Pamela Wilder  
**Subject:** FY 2016 Audit Posted - City of Gautier, MS - Emailing: Submission Preview Print

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Submission ID:ER847742  
09/25/2017 16:17:00

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Rule 15c2-12 Disclosure

Audited Financial Statements or CAFR: FY 2016 Audited Financial Statements - City of Gautier, MS, for the year ended 09/30/2017

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### Documents

Financial Operating Filing [Options](#) ↓ ↑

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| 368069  | MS    | GAUTIER MISS                       |
| 36806P  | MS    | GAUTIER MISS COMBINED UTIL SYS REV |
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| 368069AC4 | 08/01/2013    |
| 368069AD2 | 08/01/2014    |
| 368069AE0 | 08/01/2015    |
| 368069AF7 | 08/01/2016    |
| 368069AG5 | 08/01/2017    |
| 368069AH3 | 08/01/2018    |
| 368069AJ9 | 08/01/2019    |
| 368069AK6 | 08/01/2020    |
| 368069AL4 | 08/01/2021    |
| 368069AM2 | 08/01/2022    |
| 368069AN0 | 08/01/2023    |
| 368069AP5 | 08/01/2024    |
| 368069AQ3 | 08/01/2025    |
| 368069AR1 | 08/01/2026    |
| 368069AS9 | 08/01/2027    |
| 368069AT7 | 08/01/2028    |
| 368069AU4 | 08/01/2029    |
| 368069AV2 | 08/01/2030    |
| 36806PAA2 | 03/01/2013    |
| 36806PAB0 | 03/01/2014    |
| 36806PAC8 | 03/01/2015    |
| 36806PAD6 | 03/01/2016    |
| 36806PAE4 | 03/01/2017    |
| 36806PAF1 | 03/01/2018    |
| 36806PAG9 | 03/01/2019    |
| 60534TQZ1 | 07/01/2014    |
| 60534TRA5 | 07/01/2015    |
| 60534TRB3 | 07/01/2016    |
| 60534TRC1 | 07/01/2017    |
| 60534TRD9 | 07/01/2018    |
| 60534TRE7 | 07/01/2019    |
| 60534TRF4 | 07/01/2020    |
| 60534TRG2 | 07/01/2021    |
| 60534TRH0 | 07/01/2022    |
| 60534TRJ6 | 07/01/2023    |
| 60534TRK3 | 07/01/2026    |

|           |            |
|-----------|------------|
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

---

**Submitter's Contact Information**

**Company:** Butler Snow LLP  
**Name:** PAMELA WILDER  
**Address:** P. O. BOX 6010  
**City, State Zip:** RIDGELAND, MS 39158  
**Phone Number:** 6019854335  
**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)



## Pamela Wilder

---

**From:** Pamela Wilder  
**Sent:** Friday, April 20, 2018 3:16 PM  
**To:** Troy Johnston; Adam Parker  
**Cc:** Pamela Wilder  
**Subject:** FY 2017 Supplement to Appendix A Information - City of Gautier, MSEmailing: Submission Preview Print  
**Attachments:** FY 2017 Supplement to Appendix A Information - City of Gautier, MS.pdf



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Submission ID:ES887819  
04/20/2018 16:15:00

---

### CONTINUING DISCLOSURE (Submission Status: Published)

#### FINANCIAL/OPERATING FILING (CUSIP-9 Based)

##### Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Supplement to Appendix A Information - City of Gautier, MS, for the year ended 09/30/2017

---

#### Documents

Financial Operating Filing [Options](#) ↓↑

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The following issuers are associated with this continuing disclosure submission:

| CUSIP-6 | State | Issuer Name                        |
|---------|-------|------------------------------------|
| 368069  | MS    | GAUTIER MISS                       |
| 36806P  | MS    | GAUTIER MISS COMBINED UTIL SYS REV |

|        |    |                              |
|--------|----|------------------------------|
| 60534T | MS | MISSISSIPPI DEV BK SPL OBLIG |
|--------|----|------------------------------|

**The following 40 securities have been published with this continuing disclosure submission:**

| <b>CUSIP-9</b> | <b>Maturity Date</b> |
|----------------|----------------------|
| 368069AA8      | 08/01/2011           |
| 368069AB6      | 08/01/2012           |
| 368069AC4      | 08/01/2013           |
| 368069AD2      | 08/01/2014           |
| 368069AE0      | 08/01/2015           |
| 368069AF7      | 08/01/2016           |
| 368069AG5      | 08/01/2017           |
| 368069AH3      | 08/01/2018           |
| 368069AJ9      | 08/01/2019           |
| 368069AK6      | 08/01/2020           |
| 368069AL4      | 08/01/2021           |
| 368069AM2      | 08/01/2022           |
| 368069AN0      | 08/01/2023           |
| 368069AP5      | 08/01/2024           |
| 368069AQ3      | 08/01/2025           |
| 368069AR1      | 08/01/2026           |
| 368069AS9      | 08/01/2027           |
| 368069AT7      | 08/01/2028           |
| 368069AU4      | 08/01/2029           |
| 368069AV2      | 08/01/2030           |
| 36806PAA2      | 03/01/2013           |
| 36806PAB0      | 03/01/2014           |
| 36806PAC8      | 03/01/2015           |
| 36806PAD6      | 03/01/2016           |
| 36806PAE4      | 03/01/2017           |
| 36806PAF1      | 03/01/2018           |
| 36806PAG9      | 03/01/2019           |
| 60534TQZ1      | 07/01/2014           |
| 60534TRA5      | 07/01/2015           |
| 60534TRB3      | 07/01/2016           |
| 60534TRC1      | 07/01/2017           |
| 60534TRD9      | 07/01/2018           |
| 60534TRE7      | 07/01/2019           |
| 60534TRF4      | 07/01/2020           |
| 60534TRG2      | 07/01/2021           |
| 60534TRH0      | 07/01/2022           |
| 60534TRJ6      | 07/01/2023           |

|           |            |
|-----------|------------|
| 60534TRK3 | 07/01/2026 |
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

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## Submitter's Contact Information

**Company:** Butler Snow LLP

**Name:** PAMELA WILDER

**Address:** P. O. BOX 6010

**City, State Zip:** RIDGELAND, MS 39158

**Phone Number:** 6019854335

**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

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## Pamela Wilder

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**From:** Pamela Wilder  
**Sent:** Friday, April 20, 2018 3:18 PM  
**To:** Troy Johnston; Adam Parker  
**Cc:** Pamela Wilder  
**Subject:** FY 2017 Supplement to Appendix B Information - City of Gautier, MS - Emailing: Submission Preview Print  
**Attachments:** FY 2017 Supplement to Appendix B - System Information - City of Gautier, MS.pdf

**Troy & Adam – please disregard previous email – the Subject line was incorrect. Thanks!**

**From:** Pamela Wilder  
**Sent:** Friday, April 20, 2018 3:12 PM  
**To:** Adam Parker; Troy Johnston  
**Cc:** Pamela Wilder  
**Subject:** FY 2017 Supplement to Appendix A Information - City of Gautier, MS - Emailing: Submission Preview Print



[Print](#) [Close](#)

Submission ID:ES887815  
04/20/2018 16:11:37

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CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

### Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Supplement to Appendix B Information - City of Gautier, MS, for the year ended 09/30/2017

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## Documents

Financial Operating Filing [Options](#) ↓↑

FY 2017 Supplement to Appendix B - System Information - City of Gautier, MS.pdf posted 04/20/2018 [Options](#) [View](#) ↓↑

[Yes](#) [Cancel](#)

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**The following issuers are associated with this continuing disclosure submission:**

| <b>CUSIP-6</b> | <b>State</b> | <b>Issuer Name</b>                 |
|----------------|--------------|------------------------------------|
| 368069         | MS           | GAUTIER MISS                       |
| 36806P         | MS           | GAUTIER MISS COMBINED UTIL SYS REV |
| 60534T         | MS           | MISSISSIPPI DEV BK SPL OBLIG       |

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|----------------|----------------------|
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| 368069AF7      | 08/01/2016           |
| 368069AG5      | 08/01/2017           |
| 368069AH3      | 08/01/2018           |
| 368069AJ9      | 08/01/2019           |
| 368069AK6      | 08/01/2020           |
| 368069AL4      | 08/01/2021           |
| 368069AM2      | 08/01/2022           |
| 368069AN0      | 08/01/2023           |
| 368069AP5      | 08/01/2024           |
| 368069AQ3      | 08/01/2025           |
| 368069AR1      | 08/01/2026           |
| 368069AS9      | 08/01/2027           |
| 368069AT7      | 08/01/2028           |
| 368069AU4      | 08/01/2029           |
| 368069AV2      | 08/01/2030           |
| 36806PAA2      | 03/01/2013           |
| 36806PAB0      | 03/01/2014           |
| 36806PAC8      | 03/01/2015           |
| 36806PAD6      | 03/01/2016           |
| 36806PAE4      | 03/01/2017           |
| 36806PAF1      | 03/01/2018           |
| 36806PAG9      | 03/01/2019           |
| 60534TQZ1      | 07/01/2014           |
| 60534TRA5      | 07/01/2015           |
| 60534TRB3      | 07/01/2016           |

|           |            |
|-----------|------------|
| 60534TRC1 | 07/01/2017 |
| 60534TRD9 | 07/01/2018 |
| 60534TRE7 | 07/01/2019 |
| 60534TRF4 | 07/01/2020 |
| 60534TRG2 | 07/01/2021 |
| 60534TRH0 | 07/01/2022 |
| 60534TRJ6 | 07/01/2023 |
| 60534TRK3 | 07/01/2026 |
| 60534TRL1 | 07/01/2029 |
| 60534TRM9 | 07/01/2033 |

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## Submitter's Contact Information

**Company:** Butler Snow LLP

**Name:** PAMELA WILDER

**Address:** P. O. BOX 6010

**City, State Zip:** RIDGELAND, MS 39158

**Phone Number:** 6019854335

**Email:** [pamela.wilder@butlersnow.com](mailto:pamela.wilder@butlersnow.com)

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**CITY OF GAUTIER**  
**Consent Agenda Item #8**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**July 17, 2018**  
**Receive May 2018 Finance Report**

**Introduced by:**  
**Contact Person/Telephone**

**Teresa Montgomery 497-8000**

---

**Summary Explanation: Receive May 2018 Finance Report.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

| Motion Made by: |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|-----------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Torjusen        | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |

|                 |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|-----------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Second Made by: |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
| Torjusen        | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 May 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 July 17, 2018.



## MAY 2018 Ending Cash Balances

### GENERAL DEPOSITORY

| Fund Name                                  |                    | Account #   | Balance        |
|--------------------------------------------|--------------------|-------------|----------------|
| General Fund                               | Depository Account | 001-000-001 | \$2,809,869.62 |
| 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 | (\$43,611.70)  |
| Martin Bluff Road Improvements             | Depository Account | 128-000-001 | \$102,012.64   |
| U S Justice Equitable Sharing              | Depository Account | 157-000-001 | \$495,324.22   |
| Fire Protection Fund                       | Depository Account | 160-000-001 | \$171,132.27   |
| Tidelands Grant                            | Depository Account | 171-000-001 | (\$1,010.72)   |
| Library Support Fund                       | Depository Account | 172-000-001 | \$3,292.08     |
| MSWFP Recreation Trails Grant              | Depository Account | 175-000-001 |                |
| Shepard State Park Fund                    | Depository Account | 176-000-001 | \$44,415.54    |
| USDA NRCS EWP Program                      | Depository Account | 300-000-001 | \$120,437.00   |
| Solid Waste Fund                           | Depository Account | 404-000-001 | \$82,215.26    |
| EPA: Brownfields Assessment                | Depository Account | 409-000-001 |                |
| General Ledger Cash Balance                |                    |             | \$3,770,976.39 |
| General Depository Reconciled Cash Balance |                    |             | \$3,770,165.93 |

### ENTERPRISE FUND

| Fund Name                          |                            | Account #   | Balance        |
|------------------------------------|----------------------------|-------------|----------------|
| Elevated Water Tank                | Enterprise Account-Hancock | 350-000-002 |                |
| Bemis Sewer Project                | Enterprise Account-Hancock | 351-000-002 | (\$3,500.00)   |
| Water & Sewer Utility              | Enterprise Account-Hancock | 400-000-002 | \$2,457,692.09 |
| 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        |                            |             | \$2,511,319.61 |
| Enterprise Reconciled Cash Balance |                            |             | \$2,507,316.85 |

**MAY 2018  
YEAR TO DATE TOTALS**

**General Fund Totals**

|                                          | BUDGET<br>FY 2018   | MAY 2018            | Balance             | 66.66%<br>% to date |
|------------------------------------------|---------------------|---------------------|---------------------|---------------------|
| <b>General Fund Revenues</b>             | <b>9,505,817.00</b> | <b>7,179,110.22</b> | <b>2,326,706.78</b> | <b>75.5%</b>        |
| Expenditures:                            |                     |                     |                     |                     |
| 001 Legislative                          | 129,212.00          | 83,652.99           | 45,559.01           | 64.7%               |
| 010 City Court                           | 323,366.00          | 205,434.84          | 117,931.16          | 63.5%               |
| 021 City Manager                         | 261,856.00          | 165,895.63          | 95,960.37           | 63.3%               |
| 022 Human Resources                      | 141,050.00          | 97,458.48           | 43,591.52           | 69.0%               |
| 040 City Clerk                           | 272,355.00          | 171,845.42          | 100,509.58          | 63.0%               |
| 045 Finance                              | 185,611.00          | 123,242.04          | 62,368.96           | 66.3%               |
| 060 City Attorney                        | 105,000.00          | 66,120.14           | 38,879.86           | 62.9%               |
| 090 Economic Dev - Planning              | 313,473.00          | 204,620.42          | 108,852.58          | 65.2%               |
| 092 Building & General Expenses          | 524,700.00          | 383,799.05          | 140,900.95          | 73.1%               |
| 094 Grants & Project Admin               | 137,127.00          | 91,485.29           | 45,641.71           | 66.7%               |
| 100 Police                               | 3,161,397.00        | 2,034,771.96        | 1,126,625.04        | 64.3%               |
| 161 Fire                                 | 2,382,157.00        | 1,623,053.95        | 759,103.05          | 68.1%               |
| 170 Recreation                           | 488,360.00          | 288,339.76          | 200,020.24          | 59.0%               |
| 201 PW: Streets                          | 265,000.00          | 99,152.33           | 165,847.67          | 37.4%               |
| 205 PW: Maintenance                      | 234,530.00          | 153,362.92          | 81,167.08           | 65.3%               |
| 900 Interfund Transfers                  | 1,055,982.00        | 523,557.09          | 532,424.91          | 49.5%               |
| <b>General Fund Expenditures</b>         | <b>9,981,176.00</b> | <b>6,315,792.31</b> | <b>3,665,383.69</b> | <b>63.2%</b>        |
| <i>Total Operating Expenditures</i>      | <b>8,736,952.00</b> | <b>5,763,767.20</b> | <b>2,973,184.80</b> |                     |
| <i>Total Capital Outlay Expenditures</i> | <b>124,266.00</b>   | <b>28,468.02</b>    | <b>95,797.98</b>    |                     |
| <i>Total Debt Service</i>                | <b>63,976.00</b>    | <b>0.00</b>         | <b>63,976.00</b>    |                     |
| <i>Total Transfers Out</i>               | <b>1,055,982.00</b> | <b>523,557.09</b>   | <b>532,424.91</b>   |                     |
| <i>Total Unappropriated</i>              | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         |                     |
| <i>Check Total</i>                       | <b>9,981,176.00</b> | <b>6,315,792.31</b> | <b>3,665,383.69</b> |                     |
| <i>Personnel</i>                         | <b>6,777,455.00</b> | <b>4,629,986.16</b> | <b>2,147,468.84</b> |                     |
| <i>Supplies</i>                          | <b>487,231.00</b>   | <b>254,266.14</b>   | <b>232,964.86</b>   |                     |
| <i>Other Services</i>                    | <b>1,472,266.00</b> | <b>879,514.90</b>   | <b>592,751.10</b>   |                     |
| <i>Capital Outlay</i>                    | <b>124,266.00</b>   | <b>28,468.02</b>    | <b>95,797.98</b>    |                     |
| <i>Debt Service</i>                      | <b>63,976.00</b>    | <b>0.00</b>         | <b>63,976.00</b>    |                     |
| <i>Interfund Transfers for DS</i>        | <b>1,055,982.00</b> | <b>523,557.09</b>   | <b>532,424.91</b>   |                     |
| <i>Unappropriated</i>                    | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>         |                     |
| <i>Check Total</i>                       | <b>9,981,176.00</b> | <b>6,315,792.31</b> | <b>3,665,383.69</b> |                     |

**MAY 2018  
YEAR TO DATE TOTALS**

| <b>General Depository Special Funds</b>        | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>MAY 2018</b> | <b>Balance</b> | <b>66.66%<br/>% to date</b> |
|------------------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>007 MS Dev 2.36M Katrina Bonds</b>          |                           |                           |                |                             |
| Revenues                                       | 279,229.00                | 268,713.75                | 10,515.25      | 96.2%                       |
| Expenditures                                   | 279,229.00                | 269,313.75                | 9,915.25       | 96.4%                       |
| <b>013 TE-Downtown Revitalization</b>          |                           |                           |                |                             |
| Revenues                                       | 40,971.45                 | 0.00                      | 40,971.45      |                             |
| Expenditures                                   | 54,603.12                 | 0.00                      | 54,603.12      |                             |
| <b>020 Allen Road Widening</b>                 |                           |                           |                |                             |
| Revenues                                       | 14,434.00                 | 14,433.34                 | 0.66           | 99.9%                       |
| Expenditures                                   | 46,324.00                 | 46,323.96                 | 0.04           | 99.9%                       |
| <b>029 MDOT Safe Routes to School</b>          |                           |                           |                |                             |
| Revenues                                       | 59,938.88                 | 0.00                      | 59,938.88      |                             |
| Expenditures                                   | 23,380.33                 | 268.09                    | 23,112.24      | 1.1%                        |
| <b>030 MDAH 2014 Community Heritage</b>        |                           |                           |                |                             |
| Revenues                                       |                           |                           |                |                             |
| <b>050 MDMR City Park Boat Launch Imps</b>     |                           |                           |                |                             |
| Revenues                                       | 269,128.00                | 239,641.26                | 29,486.74      | 89.0%                       |
| Expenditures                                   | 178,291.47                | 192,416.43                | (14,124.96)    | 107.9%                      |
| <b>128 Martin Bluff Road Project</b>           |                           |                           |                |                             |
| Expenditures                                   | 102,012.64                | 0.00                      | 102,012.64     |                             |
| <b>130 \$7M GO Bond - Capital Improvements</b> |                           |                           |                |                             |
| Revenues                                       | 4,114,562.21              | 443,419.74                | 3,671,142.47   | 10.7%                       |
| Expenditures                                   | 4,401,062.21              | 243,243.33                | 4,157,818.88   | 5.5%                        |
| <b>157 US Justice Equitable Sharing</b>        |                           |                           |                |                             |
| Revenues                                       | 0.00                      | 232,418.20                | (232,418.20)   |                             |
| Expenditures                                   | 50,000.00                 | 156,633.82                | (106,633.82)   | 313.2%                      |
| <b>160 Fire Protection Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 103,000.00                | 0.00                      | 103,000.00     |                             |
| Expenditures                                   | 195,635.85                | 106,441.01                | 89,194.84      | 54.4%                       |
| <b>171 Combined Tidelands Grant</b>            |                           |                           |                |                             |
| Revenues                                       | 713,797.29                | 179,840.73                | 533,956.56     | 25.1%                       |
| Expenditures                                   | 632,264.74                | 131,408.16                | 500,856.58     | 20.7%                       |
| <b>172 Library Support Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 109,578.00                | 96,897.78                 | 12,680.22      | 88.4%                       |
| Expenditures                                   | 109,578.00                | 93,605.70                 | 15,972.30      | 85.4%                       |

**MAY 2018  
YEAR TO DATE TOTALS**

| <i>General Depository Special Funds</i>         | <b>BUDGET<br/>FY 2017</b> | <b>As of<br/>MAY 2018</b> | <b>Balance</b> | <b>66.66%<br/>% to date</b> |
|-------------------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>176 Shepard State Park</b>                   |                           |                           |                |                             |
| Revenues                                        | 99,500.00                 | 74,478.00                 | 25,022.00      | 74.8%                       |
| Expenditures                                    | 134,623.00                | 82,108.38                 | 52,514.62      | 60.9%                       |
| <b>300 USDA-NRCS EWP</b>                        |                           |                           |                |                             |
| Revenues                                        | 486,453.00                | 0.00                      | 486,453.00     |                             |
| Expenditures                                    | 664,840.00                | 57,950.00                 | 606,890.00     | 8.7%                        |
| <b>350 Elevated Water Tank</b>                  |                           |                           |                |                             |
| Revenues                                        | 1,122,500.00              | 36,000.00                 | 1,086,500.00   | 3.2%                        |
| Expenditures                                    | 1,122,500.00              | 39,500.00                 | 1,083,000.00   | 3.5%                        |
| <b>351 Bemis Sewer Project</b>                  |                           |                           |                |                             |
| Revenues                                        | 1,200,000.00              | 0.00                      | 1,200,000.00   |                             |
| Expenditures                                    | 1,200,000.00              | 0.00                      | 1,200,000.00   |                             |
| <b>352 2018 Bond General Construction/Admin</b> |                           |                           |                |                             |
| Revenues                                        | 0.00                      | 80,017.75                 | (80,017.75)    |                             |
| Expenditures                                    | 0.00                      | 0.00                      | 0.00           |                             |
| <b>404 Solid Waste Fund</b>                     |                           |                           |                |                             |
| Revenues                                        | 1,220,605.00              | 822,010.52                | 398,594.48     | 67.3%                       |
| Expenditures                                    | 1,241,605.00              | 764,733.11                | 476,871.89     | 61.5%                       |
| <b>409 EPA: Brownfields Assessment</b>          |                           |                           |                |                             |
| Revenues                                        | 0.00                      | 0.00                      | 0.00           |                             |
| Expenditures                                    | 0.00                      | 0.00                      | 0.00           |                             |



**MAY 2018  
YEAR TO DATE TOTALS**

**ENTERPRISE FUND (400)**

|                                          | BUDGET<br>FY 2018     | MAY 2018              | Balance              | 66.66%<br>% to date |
|------------------------------------------|-----------------------|-----------------------|----------------------|---------------------|
| <b>Utility Fund Revenues</b>             | <b>8,959,318.00</b>   | <b>6,107,150.63</b>   | <b>2,852,167.37</b>  | <b>68.1%</b>        |
| Administration                           | 2,856,276.00          | 1,903,035.44          | 953,240.56           | 66.6%               |
| Water & Sewer O & M                      | 2,920,884.00          | 1,750,889.65          | 1,169,994.35         | 59.9%               |
| Debt Service                             | 2,476,684.00          | 1,630,769.44          | 845,914.56           | 65.8%               |
| Transfers                                | 536,000.00            | 286,000.00            | 250,000.00           | 53.3%               |
| Contingencies                            | 200,000.00            | 0.00                  | 200,000.00           |                     |
| <b>Utility Fund Expenditures</b>         | <b>8,989,844.00</b>   | <b>5,570,694.53</b>   | <b>3,419,149.47</b>  | <b>61.9%</b>        |
| <i>Total Operating Expenditures</i>      | <i>5,658,160.00</i>   | <i>3,623,516.62</i>   | <i>2,034,643.38</i>  |                     |
| <i>Total Capital Outlay Expenditures</i> | <i>119,000.00</i>     | <i>30,408.47</i>      | <i>88,591.53</i>     |                     |
| <i>Total Debt Service</i>                | <i>2,476,684.00</i>   | <i>1,630,769.44</i>   | <i>845,914.56</i>    |                     |
| <i>Total Interfund Transfers</i>         | <i>536,000.00</i>     | <i>286,000.00</i>     | <i>250,000.00</i>    |                     |
| <i>Total Contingency Expenditures</i>    | <i>200,000.00</i>     | <i>0.00</i>           | <i>200,000.00</i>    |                     |
| <i>Check Total</i>                       | <i>8,989,844.00</i>   | <i>5,570,694.53</i>   | <i>3,419,149.47</i>  |                     |
| <br><i>Personnel</i>                     | <br><i>221,133.00</i> | <br><i>148,064.30</i> | <br><i>73,068.70</i> |                     |
| <i>Supplies</i>                          | <i>330,000.00</i>     | <i>145,535.99</i>     | <i>184,464.01</i>    |                     |
| <i>Other Services</i>                    | <i>5,107,027.00</i>   | <i>3,329,916.33</i>   | <i>1,777,110.67</i>  |                     |
| <i>Capital Outlay</i>                    | <i>119,000.00</i>     | <i>30,408.47</i>      | <i>88,591.53</i>     |                     |
| <i>Debt Service</i>                      | <i>2,476,684.00</i>   | <i>1,630,769.44</i>   | <i>845,914.56</i>    |                     |
| <i>Interfund Transfers</i>               | <i>536,000.00</i>     | <i>286,000.00</i>     | <i>250,000.00</i>    |                     |
| <i>Contingencies</i>                     | <i>200,000.00</i>     | <i>0.00</i>           | <i>200,000.00</i>    |                     |
| <i>Check Total</i>                       | <i>8,989,844.00</i>   | <i>5,570,694.53</i>   | <i>3,419,149.47</i>  |                     |

**Enterprise Special Funds**

|                                           | BUDGET<br>FY 2018 | MAY 2018 | Balance   | 66.66% |
|-------------------------------------------|-------------------|----------|-----------|--------|
| <b>421 MSB - Water Ionization Project</b> |                   |          |           |        |
| Capital Outlay                            | 55,131.74         | 3,704.22 | 51,427.52 | 6.7%   |

|                                         | BUDGET<br>FY 2018 | MAY 2018     | Balance    | 66.66% |
|-----------------------------------------|-------------------|--------------|------------|--------|
| <b>602 DS FUND: 2012 BOND REFINANCE</b> |                   |              |            |        |
| Revenue                                 | 1,397,350.00      | 933,030.65   | 464,319.35 | 66.7%  |
| Bonds Payable                           | 1,396,350.00      | 1,382,450.00 | 13,900.00  | 99.0%  |

**CITY OF GAUTIER**  
**Consent Agenda Item #9**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

July 17, 2018  
Approval of minutes from Recessed Council Meeting  
held June 19, 2018 and Regular Council Meeting held  
July 3, 2018

**Introduced by:**  
**Contact Person/Telephone**

Cynthia Russell 497-8000 Ext. 302

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**Summary Explanation: Approval of minutes from Recessed Council Meeting held June 19, 2018  
and Regular Council Meeting held July 3, 2018**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input checked="" type="checkbox"/> |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                 |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|-----------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Motion Made by: |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
| Torjusen        | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |

|                 |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|-----------------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Second Made by: |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
| Torjusen        | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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 Recessed Council Meeting held June 19, 2018 and Regular Council Meeting held July 3, 2018 are 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:**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**Tuesday  
June 19, 2018  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held June 19, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

**Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; and City Attorney Josh Danos and other concerned citizens.**

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**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.**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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.

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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)

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

6. Approval of minutes from Regular Meeting held June 5, 2018.

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

7. Approval of Docket of Claims

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**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, 2017 at 6:30 PM

[www.gautier-ms.gov](http://www.gautier-ms.gov)

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**Councilwoman Martin** made the motion to approve the agenda order with the following revisions:

1. Add Exhibit C to Business Agenda Item #3 – Approval of a Professional Service Agreement with Seymour Engineering for engineering services relating to the Robert Hiram Bridge repair.
2. Add Correction to the June 5<sup>th</sup> council meeting minutes to reflect Councilman Colledge recusing himself from Business Agenda Item #3- Professional Services Agreement with Michael Baker International.
3. Remove Consent Agenda Item #5- Appointment of Gautier Planning Commission member

**Councilman Jackson** seconded the motion and the vote carried unanimously.

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## ANNOUNCEMENTS

1. Gautier's Farmers Market (2<sup>nd</sup> 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 4<sup>th</sup>
  3. Gautier Senior Center Membership Drive July 18<sup>th</sup> 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
- 

## **PRESENTATION**

NONE

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*Nature's Playground*

# 2nd Saturday

# Farmers MARKET



MAY — OCTOBER  
2<sup>ND</sup> 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 5<sup>th</sup> 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](mailto: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.

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To register, please visit:

Gautier City Hall

3330 Hwy 90

Contact Chassity or Rachel at 228-497-8000 ext. 317 [cbilbo@gautier-ms.gov](mailto:cbilbo@gautier-ms.gov) or [rhonea@gautier-ms.gov](mailto:rhonea@gautier-ms.gov)



Councilman Colledge made the motion to approve the 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, as presented. Councilwoman Martin seconded the motion.

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

**RESOLUTION NUMBER 035-2018**

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

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

**NAYS:** None

**ATTEST:**

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**MAYOR**

---

**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

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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

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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 | <u>yes</u>    |
| Supervisor Harris  | <u>yes</u>    |
| Supervisor Taylor  | <u>yes</u>    |
| Supervisor Ross    | <u>absent</u> |
| Supervisor Bosarge | <u>yes</u>    |

RESOLVED, this the 4<sup>th</sup> day of June, 2018.

ATTEST:

BOARD OF SUPERVISORS:

Josh Elmhurst  
Clerk of the Board

Bosarge  
President



Councilwoman Martin made the motion to approve the Resolution between Jackson County, Mississippi and the City of Gautier regarding reimbursement of costs associated with Pine Cone Drive Spillway Road repair and Robert Hiram Bridge Repair, as presented. Councilman Anderson seconded the motion.

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

**RESOLUTION NUMBER 036-2018**

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

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

**NAYS:**           **None**

**ATTEST:**

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**MAYOR**

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**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 [Signature]  
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**

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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 4<sup>th</sup> 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

Councilwoman Martin made the motion to approve the Professional Service Agreement with Seymour Engineering for engineering services relating to the Robert Hiram Bridge repair, as presented. Councilman Vaughan seconded the motion.

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

**ORDER NUMBER 110-2018**

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

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

**NAYS:**        **None**

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MAYOR

ATTEST:

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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.

**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.

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**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

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**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

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### **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.

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- 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.



**EXHIBIT C  
PAYMENTS TO ENGINEER**

**PROPOSAL FOR  
ENGINEERING SERVICES  
ROBERT HIRAM BRIDGE-SHEET PILE REPAIR  
CITY OF GAUTIER**

**I. SURVEYING**

**A. Topographic Survey**

Conduct a topographic survey of the project area locating underground utilities, sheet pile dimensions, and elevation cross-sections of the roadway embankment.

**COST: LUMP SUM \$1,200.00**

**II. ENVIRONMENTAL PERMITTING**

Work with the U.S. Army Corps of Engineers, Mississippi Department of Marine Resources, and other government agencies to obtain appropriate approvals and permitting for repairs.

**COST: LUMP SUM \$2,500.00**

**III. ENGINEERING PLANS AND SPECIFICATIONS**

A. Work with the Owner in developing final plans and specifications for the Civil Engineering Package. Plans will include the following:

**ENGINEERING CONSTRUCTION DOCUMENTS**

1. Title Sheet
2. Topographic Survey
3. Site Plan
4. Sheet Pile Dimensions and Elevation Cross-Sections
5. Construction Details
6. Stormwater Pollution Prevention Plan

**SPECIFICATIONS**

7. Contract Documents
8. Technical Specifications

**COST: LUMP SUM \$5,400.00**

#### **IV. CONSTRUCTION PHASE**

##### **A. BIDDING PHASE**

ENGINEER shall:

Assist OWNER in advertising for and obtaining bids with a prime contractor for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Proposal for Engineering Services

Bidding Documents have been issued.

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

Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

Assist OWNER in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.

**COST: LUMP SUM \$1,500.00**

##### **B. CONSTRUCTION ADMINISTRATION**

General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative.

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.

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.

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

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).

Payment Requests. Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values.

**COST: LUMP SUM \$2,500.00**

### **C. RESIDENT PROJECT REPRESENTATIVE**

Work with the Owner throughout the construction period relating to supervision of the site Contractor.

Periodic site visits (approximately 2 per week) at intervals appropriate to the various stages of construction as necessary in order to observe the progress and quality of the various aspects of Contractor's work.

Defective Work. During periodic site visits and on the basis of such observations, the Resident Project Representative may disapprove of or reject Contractor's work while it is in progress if the Resident Project Representative 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.

**COST: LUMP SUM \$4,500.00**

We appreciate the opportunity to provide you with this proposal and look forward to working with you. If you find this proposal acceptable, please sign the signature block below and return this form.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

**SEYMOUR ENGINEERING**

BY: \_\_\_\_\_  
Mark M. Seymour, Jr. P.E.  
Principal

BY: \_\_\_\_\_  
Paula Yancey, City Manager  
City of Gautier

ACCEPTED: \_\_\_\_\_, 2018



**SEYMOUR ENGINEERING**  
**Robert Hiram Bridge-Sheet Pile Repair**  
**Opinion of Probable Repair Cost 3-13-18**

| NO.                                                                         | ITEM                                                                                                                                                               | UNIT | UNIT PRICE | QUANTITY   | TOTAL PRICE         |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|------------|---------------------|
| <b>1</b>                                                                    | <b><u>Investigation Phase:</u></b>                                                                                                                                 |      |            |            |                     |
| 1-A                                                                         | Locate Existing Underground Utilities                                                                                                                              | LS   | 1          | \$500.00   | \$ 500.00           |
| 1-B                                                                         | Investigate Tieback Geometry and Locate them                                                                                                                       | LS   | 1          | \$2,000.00 | \$ 2,000.00         |
| 1-C                                                                         | Determine Length of existing Sheet Piles (OLD DRAWINGS?)                                                                                                           | LS   | 1          | \$500.00   | \$ 500.00           |
| 1-D                                                                         | Remove approximately 8' of concrete cap and determine if rebar is present                                                                                          | CY   | 0.5        | \$750.00   | \$ 375.00           |
| 1-E                                                                         | Determine Vinyl or FRP Sheet Pile Manufacturer and Member size                                                                                                     | LS   | 1          | \$2,000.00 | \$ 2,000.00         |
| <b>Total Investigation Phase</b>                                            |                                                                                                                                                                    |      |            |            | <b>\$ 5,375.00</b>  |
| <b>2</b>                                                                    | <b><u>Repair Phase:</u></b>                                                                                                                                        |      |            |            |                     |
| 2-A                                                                         | Order Replacement Sheet Pile and Corner Fitting                                                                                                                    | SF   | 82.5       | \$10       | \$ 825.00           |
| 2-B                                                                         | Erosion Control                                                                                                                                                    | LS   | 1          | \$2,000    | \$ 2,000.00         |
| 2-C                                                                         | Mobilize / Demobilize                                                                                                                                              | LS   | 1          | \$3,000    | \$ 3,000.00         |
| 2-D                                                                         | Traffic Control (Keep one Lane Open)                                                                                                                               | LS   | 1          | \$5,000    | \$ 5,000.00         |
| 2-E                                                                         | Drive Temporary Steel Sheet Piles a little at a time with items 2-D and 2-E at edge of Asphalt                                                                     | LF   | 65         | \$125      | \$ 8,125.00         |
| 2-F                                                                         | Disconnect assumed cross road and helical tiebacks a little at a time, weld N wall tiebacks Temporarily to Temporary Steel Sheet piles to maintain N wall tiebacks | EA   | 12         | \$1,000    | \$ 12,000.00        |
| 2-G                                                                         | Remove backfill from South SP wall to take pressure off of it and temporarily support steel pipe as needed                                                         | CY   | 97         | \$4        | \$ 387.11           |
| 2-H                                                                         | Temporarily weld temporary tiebacks to Steel SP wall and pull S wall back into position                                                                            | LS   | 1          | \$3,000    | \$ 3,000.00         |
| 2-I                                                                         | Pull Old corner FRP sheet piles and replace with new sheets and corner piece                                                                                       | SF   | 82.5       | \$40       | \$ 3,300.00         |
| 2-J                                                                         | Form up and pour Concrete Cap replacement with continuous rebar at corner if present                                                                               | CY   | 0.5        | \$1,000    | \$ 500.00           |
| 2-K                                                                         | If rebar in item 1-D and 2-H is not present work a tieback rod across to N wall under bridge. Hand Remove and Replace Rip Rap                                      | LS   | 1          | \$2,000    | \$ 2,000.00         |
| 2-L                                                                         | Relocate Steel pipe and repair hangars at bridge                                                                                                                   | LS   | 1          | \$2,500    | \$ 2,500.00         |
| 2-M                                                                         | After Concrete Cap is sufficiently Cured backfill                                                                                                                  | CY   | 97         | \$20       | \$ 1,935.56         |
| 2-N                                                                         | Remove Temporary Steel Sheet Pile and replace tiebacks across road and helicals                                                                                    | LF   | 65         | \$50       | \$ 3,250.00         |
| 2-O                                                                         | Restore Filter Fabric and 57 stone french drains and tie into existing drain ports through sheet pile                                                              | CY   | 2.4        | \$55       | \$ 132.41           |
| 2-P                                                                         | Repair Asphalt Roadway                                                                                                                                             | TONS | 19.6       | \$100      | \$ 1,963.54         |
| 2-Q                                                                         | Remove Traffic Control Devices                                                                                                                                     | LS   | 1          | \$500      | \$ 500.00           |
| <b>Total Repair Phase</b>                                                   |                                                                                                                                                                    |      |            |            | <b>\$ 50,418.62</b> |
| <b>SUBTOTAL</b>                                                             |                                                                                                                                                                    |      |            |            | <b>\$ 55,793.62</b> |
| <b>CONSTRUCTION CONTINGENCY = 15.00%</b>                                    |                                                                                                                                                                    |      |            |            | <b>\$ 8,369.04</b>  |
| <b>TOTAL CONSTRUCTION FOR INVESTIGATION AND REPAIR PHASES</b>               |                                                                                                                                                                    |      |            |            | <b>\$ 64,162.66</b> |
| <b>ENGINEERING FEES PER FEMA CURVE "B" = 14.68%</b>                         |                                                                                                                                                                    |      |            |            | <b>\$ 9,419.05</b>  |
| <b>ENVIRONMENTAL PERMITTING</b>                                             |                                                                                                                                                                    |      |            |            | <b>\$ 2,500.00</b>  |
| <b>PROJECT REPRESENTATIVE ( 2 hrs/day x 5 days/wk x 6 weeks x \$95/ hr)</b> |                                                                                                                                                                    |      |            |            | <b>\$ 5,700.00</b>  |
| <b>TOTAL</b>                                                                |                                                                                                                                                                    |      |            |            | <b>\$ 81,781.71</b> |

Councilman Colledge made the motion to approve the Professional Service Agreement with Seymour Engineering for engineering services relating to the structural repairs to the existing Pine Cone Drive Spillway, as presented. Councilwoman Martin seconded the motion.

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

**ORDER NUMBER 111-2018**

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**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.



**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

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**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 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 mandated 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.

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- 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:

\_\_\_\_\_  
DATE:

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

ADDRESS FOR GIVING NOTICES:

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

\_\_\_\_\_  
ENGINEER:

\_\_\_\_\_  
DATE:

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

ADDRESS FOR GIVING NOTICES:

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

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

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

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on 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.



EXHIBIT C  
PAYMENTS TO ENGINEER

PROPOSAL FOR  
ENGINEERING SERVICES  
PINE CONE DRIVE SPILLWAY  
CITY OF GAUTIER

**I. SURVEYING**

A. Topographic Survey

Conduct a topographic survey of the project area locating underground utilities, and elevation cross-sections of the roadway and spillway structures.

**COST: LUMP SUM \$1,600.00**

**II. ENGINEERING PLANS AND SPECIFICATIONS**

A. Work with the Owner in developing final plans and specifications for the Civil Engineering Package. Plans will include the following:

ENGINEERING CONSTRUCTION DOCUMENTS

1. Title Sheet
2. Topographic Survey
3. Site Plan
4. Spillway Elevation Cross-Sections
5. Construction Details
6. Stormwater Pollution Prevention Plan

SPECIFICATIONS

7. Contract Documents
8. Technical Specifications

**COST: LUMP SUM \$12,000.00**

**III. CONSTRUCTION PHASE**

A. BIDDING PHASE

ENGINEER shall:

Assist OWNER in advertising for and obtaining bids with a prime contractor for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued.

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

Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

Assist OWNER in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.

**COST: LUMP SUM \$2,500.00**

## **B. CONSTRUCTION ADMINISTRATION**

General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative.

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.

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.

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

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).

Payment Requests. Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values.

**COST: LUMP SUM \$3,200.00**

### C. RESIDENT PROJECT REPRESENTATIVE

Work with the Owner throughout the construction period relating to supervision of the site Contractor.

Periodic site visits (approximately 2 per week) at intervals appropriate to the various stages of construction as necessary in order to observe the progress and quality of the various aspects of Contractor's work.

Defective Work. During periodic site visits and on the basis of such observations, the Resident Project Representative may disapprove of or reject Contractor's work while it is in progress if the Resident Project Representative 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.

**COST: LUMP SUM \$7,500.00**

We appreciate the opportunity to provide you with this proposal and look forward to working with you. If you find this proposal acceptable, please sign the signature block below and return this form.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

**SEYMOUR ENGINEERING**

BY: \_\_\_\_\_  
Mark M. Seymour, Jr. P.E.  
Principal

BY: \_\_\_\_\_  
Paula Yancey, City Manager  
City of Gautier

ACCEPTED: \_\_\_\_\_, 2018





**OPINION OF PROBABLE COST**  
**PINE CONE DRIVE SPILLWAY REPAIR**  
**THE CITY OF GAUTIER**  
**4/2/2018**

| ITEM NO.          | DESCRIPTION                      | QUANTITY | UNIT | UNIT PRICE  | COST          |
|-------------------|----------------------------------|----------|------|-------------|---------------|
| 1                 | FRP Sheetpiles for Dewatering    | 2,000    | SF   | \$ 15.00    | \$ 30,000.00  |
| 2                 | Dewatering                       | 1        | LS   | \$ 7,000.00 | \$ 7,000.00   |
| 3                 | Clearing                         | 0.20     | AC   | \$ 3,000.00 | \$ 600.00     |
| 4                 | Removal of Ex. Concrete Spillway | 10       | CY   | \$ 800.00   | \$ 8,000.00   |
| 5                 | Removal of Asphalt               | 10       | SY   | \$ 150.00   | \$ 1,500.00   |
| 6                 | Removal of Ex. Timbers           | 1        | LS   | \$ 3,000.00 | \$ 3,000.00   |
| 7                 | Removal of Ex. Piles             | 15       | EA   | \$ 500.00   | \$ 7,500.00   |
| 8                 | Muck Excavation                  | 1,000    | CY   | \$ 10.00    | \$ 10,000.00  |
| 9                 | Borrow Excavation (Clean Sand)   | 300      | CY   | \$ 20.00    | \$ 6,000.00   |
| 10                | Borrow Excavation (Fill)         | 300      | CY   | \$ 15.00    | \$ 4,500.00   |
| 11                | Crushed Limestone (610 Stone)    | 400      | CY   | \$ 75.00    | \$ 30,000.00  |
| 12                | Reinforced Concrete              | 10       | CY   | \$ 1,000.00 | \$ 10,000.00  |
| 13                | Asphalt Approaches               | 75       | TON  | \$ 80.00    | \$ 6,000.00   |
| COST              |                                  |          |      |             | \$ 124,100.00 |
| CONTINGENCY (20%) |                                  |          |      |             | \$ 24,820.00  |
| SUBTOTAL PART "A" |                                  |          |      |             | \$ 148,920.00 |

| PART B: ENGINEERING FEES |                                                                     |              |
|--------------------------|---------------------------------------------------------------------|--------------|
| 1                        | Engineering Design, Survey, & Resident Project Representative @ 18% | \$ 26,805.60 |
| SUBTOTAL PART "B"        |                                                                     | \$ 26,805.60 |

|                              |               |
|------------------------------|---------------|
| TOTAL ESTIMATED PROJECT COST | \$ 175,725.60 |
|------------------------------|---------------|

Councilman Vaughan made the motion to approve the consideration of an Operating Permit for a landfill expansion by Applewhite Recycling Systems, LLC at 4205 Beasley Road (GPC Case No. 17-01-CU)  
Councilman Anderson seconded the motion.

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After further discussion by Council, Councilman Vaughan made the motion to table until next Council Meeting. Councilwoman Martin seconded the motion. Vote carried unanimously.

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Councilman Colledge made the motion for approval of minutes from Regular Meeting held June 5, 2018, as presented. Councilwoman Martin seconded the motion.

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

**ORDER NUMBER 112-2018**

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

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

**NAYS:**        **None**

**ABSTAIN:**   **Casey Vaughan**

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**MAYOR**

**ATTEST:**

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**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.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman George seconded the motion.

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

**ORDER NUMBER 113-2018**

**WHEREAS**, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**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.

| 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  | SYSCON 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       |              |                      |





| 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<br>Account Number<br>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<br>Account Number<br>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<br>Account Number<br>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<br>Account Number<br>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           |

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<br>Account Number 172-350-650 | 182166  | 06/19/2018   | 06/09/2018         |                 |              | 3,292.08     |                      |
|            | LIBRARY SUPPORT                                               |         |              | Invoice # MAY 2018 | Date 05/18/2018 | P.O.         | Amount       | 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                 |

| 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           |

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 |
|--------------------------|----------------------------|---------------------------|--------------|------------------|--------------|--------------|--------------|----------------------|
| 404                      | DELTA SANITATION OF MS LLC | 182120                    | 06/19/2018   | 06/05/2018       |              |              | 80,632.07    |                      |
|                          | Account Number 404-677-693 | Description               |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                          |                            | MAY 2018 RES GARBAGE SERV |              | 0000932660       | 05/31/2018   |              |              | 80,632.07            |
| 404                      | APPLEWHITE INDUSTRIES INC  | 182163                    | 06/19/2018   | 06/08/2018       |              |              | 336.00       |                      |
|                          | Account Number 404-677-695 | Description               |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                          |                            | MAY 2018 112 @ 3          |              | 3377             | 05/31/2018   |              |              | 336.00               |
| FUND TOTAL 404 Claims to |                            | Checks                    | 2 Total      | 80,968.07 Manual |              | Held         | Total        | 80,968.07            |



|                     |     |        |    |        |    |       |            |        |      |       |            |
|---------------------|-----|--------|----|--------|----|-------|------------|--------|------|-------|------------|
| 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 |

Councilman Colledge requested for Consent Agenda Item #5 to be pulled.

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

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

**ORDER NUMBER 114-2018**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 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**  
                  **Casey Vaughan**  
                  **Rusty Anderson**  
                  **Adam Colledge**

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

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

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

**ORDER NUMBER 115-2018**

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** 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**

|                                          | <b>BUDGET<br/>FY 2018</b> | <b>APR 2018</b>     | <b>Balance</b>      | <b>50.00%<br/>% to date</b> |
|------------------------------------------|---------------------------|---------------------|---------------------|-----------------------------|
| <b>General Fund Revenues</b>             | <b>9,592,488.00</b>       | <b>6,710,724.22</b> | <b>2,881,763.78</b> | <b>69.9%</b>                |
| 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%                       |
| <b>General Fund Expenditures</b>         | <b>10,067,847.00</b>      | <b>5,430,991.60</b> | <b>4,636,855.40</b> | <b>53.9%</b>                |
| <i>Total Operating Expenditures</i>      | <b>8,873,297.00</b>       | <b>4,881,770.49</b> | <b>3,991,526.51</b> |                             |
| <i>Total Capital Outlay Expenditures</i> | <b>84,592.00</b>          | <b>25,664.02</b>    | <b>58,927.98</b>    |                             |
| <i>Total Debt Service</i>                | <b>63,976.00</b>          | <b>0.00</b>         | <b>63,976.00</b>    |                             |
| <i>Total Transfers Out</i>               | <b>1,045,982.00</b>       | <b>523,557.09</b>   | <b>522,424.91</b>   |                             |
| <i>Total Unappropriated</i>              | <b>0.00</b>               | <b>0.00</b>         | <b>0.00</b>         |                             |
| <i>Check Total</i>                       | <b>10,067,847.00</b>      | <b>5,430,991.60</b> | <b>4,636,855.40</b> |                             |
| <i>Personnel</i>                         | <b>6,914,250.00</b>       | <b>3,874,684.07</b> | <b>3,039,565.93</b> |                             |
| <i>Supplies</i>                          | <b>456,517.00</b>         | <b>204,786.25</b>   | <b>251,730.75</b>   |                             |
| <i>Other Services</i>                    | <b>1,502,530.00</b>       | <b>802,300.17</b>   | <b>700,229.83</b>   |                             |
| <i>Capital Outlay</i>                    | <b>84,592.00</b>          | <b>25,664.02</b>    | <b>58,927.98</b>    |                             |
| <i>Debt Service</i>                      | <b>63,976.00</b>          | <b>0.00</b>         | <b>63,976.00</b>    |                             |
| <i>Interfund Transfers for DS</i>        | <b>1,045,982.00</b>       | <b>523,557.09</b>   | <b>522,424.91</b>   |                             |
| <i>Unappropriated</i>                    | <b>0.00</b>               | <b>0.00</b>         | <b>0.00</b>         |                             |
| <i>Check Total</i>                       | <b>10,067,847.00</b>      | <b>5,430,991.60</b> | <b>4,636,855.40</b> |                             |

**APRIL 2018  
YEAR TO DATE TOTALS**

| <b>General Depository Special Funds</b>        | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>APR 2018</b> | <b>Balance</b> | <b>58.33%<br/>% to date</b> |
|------------------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>007 MS Dev 2.36M Katrina Bonds</b>          |                           |                           |                |                             |
| Revenues                                       | 279,229.00                | 268,713.75                | 10,515.25      | 96.2%                       |
| Expenditures                                   | 279,229.00                | 269,313.75                | 9,915.25       | 96.4%                       |
| <b>013 TE-Downtown Revitalization</b>          |                           |                           |                |                             |
| Revenues                                       | 40,971.45                 | 0.00                      | 40,971.45      |                             |
| Expenditures                                   | 54,603.12                 | 0.00                      | 54,603.12      |                             |
| <b>020 Allen Road Widening</b>                 |                           |                           |                |                             |
| Revenues                                       | 14,434.00                 | 14,433.34                 | 0.66           | 99.9%                       |
| Expenditures                                   | 46,324.00                 | 46,323.96                 | 0.04           | 99.9%                       |
| <b>029 MDOT Safe Routes to School</b>          |                           |                           |                |                             |
| Revenues                                       | 59,938.88                 | 0.00                      | 59,938.88      |                             |
| Expenditures                                   | 23,380.33                 | 268.09                    | 23,112.24      | 1.1%                        |
| <b>030 MDAH 2014 Community Heritage</b>        |                           |                           |                |                             |
| Revenues                                       |                           |                           |                |                             |
| <b>050 MDMR City Park Boat Launch Imps</b>     |                           |                           |                |                             |
| Revenues                                       | 269,128.00                | 189,149.89                | 79,978.11      | 70.2%                       |
| Expenditures                                   | 178,291.47                | 192,416.43                | (14,124.96)    | 107.9%                      |
| <b>128 Martin Bluff Road Project</b>           |                           |                           |                |                             |
| Expenditures                                   | 102,012.64                | 0.00                      | 102,012.64     |                             |
| <b>130 \$7M GO Bond - Capital Improvements</b> |                           |                           |                |                             |
| 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%                        |
| <b>157 US Justice Equitable Sharing</b>        |                           |                           |                |                             |
| Revenues                                       | 0.00                      | 232,418.20                | (232,418.20)   |                             |
| Expenditures                                   | 50,000.00                 | 111,806.37                | (61,806.37)    | 223.6%                      |
| <b>160 Fire Protection Fund</b>                |                           |                           |                |                             |
| Revenues                                       | 103,000.00                | 0.00                      | 103,000.00     |                             |
| Expenditures                                   | 195,635.85                | 3,687.31                  | 191,948.54     | 1.8%                        |
| <b>171 Combined Tidelands Grant</b>            |                           |                           |                |                             |
| Revenues                                       | 713,797.29                | 136,229.03                | 577,568.26     | 19.0%                       |
| Expenditures                                   | 632,264.74                | 106,954.24                | 525,310.50     | 16.9%                       |
| <b>172 Library Support Fund</b>                |                           |                           |                |                             |
| 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**

| <b>General Depository Special Funds</b> | <b>BUDGET<br/>FY 2017</b> | <b>As of<br/>APR 2018</b> | <b>Balance</b> | <b>58.33%<br/>% to date</b> |
|-----------------------------------------|---------------------------|---------------------------|----------------|-----------------------------|
| <b>176 Shepard State Park</b>           |                           |                           |                |                             |
| Revenues                                | 89,500.00                 | 67,201.00                 | 22,299.00      | 75.0%                       |
| Expenditures                            | 124,623.00                | 64,750.96                 | 59,872.04      | 51.9%                       |
| <b>300 USDA-NRCS EWP</b>                |                           |                           |                |                             |
| Revenues                                | 486,453.00                | 0.00                      | 486,453.00     |                             |
| Expenditures                            | 664,840.00                | 35,900.00                 | 628,940.00     | 5.3%                        |
| <b>350 Elevated Water Tank</b>          |                           |                           |                |                             |
| 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%                        |
| <b>351 Bemis Sewer Project</b>          |                           |                           |                |                             |
| Revenues                                | 1,200,000.00              | 0.00                      | 1,200,000.00   |                             |
| Expenditures                            | 1,200,000.00              | 0.00                      | 1,200,000.00   |                             |
| <b>404 Solid Waste Fund</b>             |                           |                           |                |                             |
| 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%                       |
| <b>409 EPA: Brownfields Assessment</b>  |                           |                           |                |                             |
| 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<br>FY 2018   | APR 2018            | Balance             | 58.33%<br>% to date |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Utility Fund Revenues</b>     | <b>8,943,818.00</b> | <b>5,331,277.66</b> | <b>3,612,540.34</b> | <b>59.6%</b>        |
| 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          |                     |
| <b>Utility Fund Expenditures</b> | <b>8,974,344.00</b> | <b>4,900,502.38</b> | <b>4,073,841.62</b> | <b>54.6%</b>        |

|                                          |                     |                     |                     |  |
|------------------------------------------|---------------------|---------------------|---------------------|--|
| <i>Total Operating Expenditures</i>      | <b>5,607,660.00</b> | <b>3,122,829.08</b> | <b>2,484,830.92</b> |  |
| <i>Total Capital Outlay Expenditures</i> | <b>154,000.00</b>   | <b>20,693.47</b>    | <b>133,306.53</b>   |  |
| <i>Total Debt Service</i>                | <b>2,476,684.00</b> | <b>1,470,979.83</b> | <b>1,005,704.17</b> |  |
| <i>Total Interfund Transfers</i>         | <b>536,000.00</b>   | <b>286,000.00</b>   | <b>250,000.00</b>   |  |
| <i>Total Contingency Expenditures</i>    | <b>200,000.00</b>   | <b>0.00</b>         | <b>200,000.00</b>   |  |
| <i>Check Total</i>                       | <b>8,974,344.00</b> | <b>4,900,502.38</b> | <b>4,073,841.62</b> |  |

|                            |                     |                     |                     |  |
|----------------------------|---------------------|---------------------|---------------------|--|
| <i>Personnel</i>           | <b>249,133.00</b>   | <b>120,225.71</b>   | <b>128,907.29</b>   |  |
| <i>Supplies</i>            | <b>330,000.00</b>   | <b>119,550.23</b>   | <b>210,449.77</b>   |  |
| <i>Other Services</i>      | <b>5,028,527.00</b> | <b>2,883,053.14</b> | <b>2,145,473.86</b> |  |
| <i>Capital Outlay</i>      | <b>154,000.00</b>   | <b>20,693.47</b>    | <b>133,306.53</b>   |  |
| <i>Debt Service</i>        | <b>2,476,684.00</b> | <b>1,470,979.83</b> | <b>1,005,704.17</b> |  |
| <i>Interfund Transfers</i> | <b>536,000.00</b>   | <b>286,000.00</b>   | <b>250,000.00</b>   |  |
| <i>Contingencies</i>       | <b>200,000.00</b>   | <b>0.00</b>         | <b>200,000.00</b>   |  |
| <i>Check Total</i>         | <b>8,974,344.00</b> | <b>4,900,502.38</b> | <b>4,073,841.62</b> |  |

**Enterprise Special Funds**

|                                           | BUDGET<br>FY 2018 | APR 2018 | Balance   | 58.33% |
|-------------------------------------------|-------------------|----------|-----------|--------|
| <b>421 MSB - Water Ionization Project</b> |                   |          |           |        |
| Capital Outlay                            | 55,131.74         | 3,704.22 | 51,427.52 | 6.7%   |

|                                        | BUDGET<br>FY 2018 | APR 2018     | Balance    | 58.33% |
|----------------------------------------|-------------------|--------------|------------|--------|
| <b>602 DEBT SERVICE: 2012 GUD BOND</b> |                   |              |            |        |
| 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%  |

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

**ORDER NUMBER 116-2018**

**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.

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

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

**NAYS:**       **None**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

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

**RESOLUTION NUMBER 037-2018**

**WHEREAS**, the Indian Point RV Resort has expressed the desire to have a fireworks show within the Gautier city 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; 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows, to-wit:

The Indian Point RV Resort is hereby authorized to have a fireworks show 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 the City Manager or City Clerk is authorized to execute any and all documents.

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

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**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.



## 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 4<sup>th</sup> 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 4<sup>th</sup> 2018.

Sincerely,

Derek McCoy

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

**ORDER NUMBER 117-2018**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of one or more applications to the Mississippi Department of Marine Resources for FY 2020 Tidelands Public Access funding is hereby authorized.

**IT IS FURTHER ORDERED** that Council determine which project (s) staff should include in an applications for FY 2020 Public Access funding. If more than one grant application is recommended, priorities must be included.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**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.

**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:**

**Councilman Anderson** made the motion to approve center line stripping on West Gate Parkway to define 2 lanes east and west, as it was originally in the roadway. **Councilman Colledge** seconded the motion. Vote was carried unanimously.

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**Councilman Colledge** made the motion to approve the amendment made to the RFP for Solid Waste Disposal. **Councilwoman Martin** seconded the motion. Vote was carried unanimously.

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# 2018 MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES

## AMENDMENT (June 21, 2018) TO REQUEST FOR PROPOSALS FOR MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES GAUTIER, MISSISSIPPI 2018 (ISSUED June 5, 2018)

This is an Amendment to the RFP issued on June 5, 2018. The amendments and changes below shall become part of the RFP as if fully incorporated therein.

### Page 2 – Table of Contents

1. Section II – Scope of Services
  - N. Emergency Plan - change to page 13
  - T. Monthly Report - change to page 14
2. Section III - Certifications – change to page 16
3. Section IV - Interruption of Service – change to page 16
4. Section X - Contract Documents and Amendments to RFP – change to page 20
5. Section XV - Assignment and Use of SubCONTRACTORS – change to page 24
6. Section XVII - Records Retention – change to page 25
7. Section XVIII – change from Glossary of Terms and Definitions page 26 to Indemnity page 25
8. Add Section XIX - Applicable Law page 26
9. Add Section XX - Glossary page 26

### Page 5 Section II, subsection A (5) ‘Commercial Establishments’ should read:

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~~ XX.

**Page 7 Section II, subsection G ‘Storm damage or natural disaster cleanup and disposal’, second paragraph** “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.” Should read:

The Contractor shall provide copies of documentation for the CITY to submit to FEMA or other necessary outside agencies, for reimbursement or any other purpose, if requested by CITY.

**Page 31 Exhibit B, where it states Customer Service Office, under “Frequency” Should read:**

Regular contracted negotiated office hours (Monday through Saturday) and on call Basis; Seven Day/ Week; 24 hours. Emergency Telephone number must be provided.

**Page 13 Section II, subsection M, fifth paragraph it states “No vehicles, other than those identified and submitted to the City, shall be allowed or authorized to dispose in the City.” Should read:**

No vehicles, other than those identified and submitted to the City, shall be allowed or authorized to be used by CONTRACTOR within the City



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**Councilman Vaughan** made the motion to authorize the registration and attendance for the MML conference in Biloxi, MS. **Councilwoman Martin** seconded the motion. Vote was carried unanimously.

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**Councilwoman Martin** made the motion to adjourn until July 3, 2018 at 6:30PM. Motion seconded by **Councilman Jackson** and unanimously carried.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**Tuesday  
July 3, 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 July 3, 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, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens. Absent was Cynthia Russell, City Clerk.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
July 3, 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  
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. Streetscape Phase III Final Pay App and Closeout Documents**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**2. Consideration of all Solid Waste Collection and Disposal proposals**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**3. Authorization to revise and submit request for proposals for Solid Waste Collection and Disposal services, and authorization to advertise for same**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**4. Approval of Docket of Claims**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

- 1. Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of June 2018.**
- 2. Authorization for City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC**

**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 July 17, 2018 @ 6:30 PM**  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

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**Councilwoman Martin** made the motion to approve the agenda order.

**Councilman Colledge** seconded the motion and the vote carried unanimously.

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## **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.

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## **PRESENTATION**

None

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*Nature's Playground*

# 2nd Saturday



# Farmers MARKET



MAY — OCTOBER  
2<sup>ND</sup> 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 5<sup>th</sup> 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*





# 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](mailto: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.

---

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To register, please visit:

Gautier City Hall

3330 Hwy 90

Contact Chassity or Rachel at 228-497-8000 ext. 317 [cbilbo@gautier-ms.gov](mailto:cbilbo@gautier-ms.gov) or [rhonea@gautier-ms.gov](mailto:rhonea@gautier-ms.gov)



Councilwoman Martin made the motion to approve the authorization for the final payment and approve associated close-out documentation, indicating final completion and acceptance of the project by Gulf Breeze Landscaping, LLC, as presented. Councilman Vaughan seconded the motion.

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

**ORDER NUMBER 118-2018**

**WHEREAS**, a contract was entered between the City of Gautier and Gulf Breeze Landscaping, LLC for the Streetscape Phase III Project on March 5, 2015; and

**WHEREAS**, The Grants and Projects Department request authorization to process the final payment and approve associated close-out documentation, indicating final completion and acceptance of the project; and

**WHEREAS**, upon satisfactory completion of the work, the final pay application and supporting close-out documents are presented for approval; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the final payment to Gulf Breeze Landscaping, LLC for the Streetscape Phase III project and associated close-out documentation, indicating final completion and acceptance of the 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 **Councilwoman Martin** seconded by **Councilman Vaughan** 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:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 3, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 06/27/2018  
**Subject:** Streetscape Phase III Final Pay App and Closeout Documents

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**REQUEST:**

The Grants and Projects Department requests authorization to process the final payment to Gulf Breeze Landscaping, LLC for the Streetscape Phase III project and approve associated close-out documentation, indicating final completion and acceptance of the project.

**BACKGROUND:**

Gulf Breeze Landscaping, LLC entered into a contract with the City of Gautier on March 5, 2015 for the construction of this federal aid project.

**DISCUSSION:**

Upon satisfactory completion of the work, this final pay application and supporting close-out documents (consent of surety, contractor's release of liens, contractor's payment of debts and claims, and contractor's consent to final payment) are presented for approval.

**RECOMMENDATION:**

The Grants and Projects Director recommends that City Council authorize the processing of the final payment to Gulf Breeze Landscaping, LLC, for the Streetscape Phase III project and approve associated close-out documentation.

The City Council may:

- 1) Authorize the processing of the final payment and acceptance of close-out documentation as presented above; or
- 2) Not authorize the processing of the final payment and acceptance of close-out documentation as presented above.

**ATTACHMENTS:**

1. Contractor's Payment of Debts and Claims
2. Contractor's Release of Liens
3. Payment Application #5
4. Consent of Surety
5. Contractor's Consent to Final Payment



# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)*

Gautier Streetscape Improvement  
Gautier, MS

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:**

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

**TO OWNER:** *(Name and address)*

City of Gautier  
3330 Hwy 90  
Gautier, MS 39553

**CONTRACT DATED:** 3/5/2015

SURETY ☐

OTHER ☐

**STATE OF:** MS

**COUNTY OF:** Jackson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

### SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707<sup>™</sup>, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A<sup>™</sup>).

**CONTRACTOR:** *(Name and address)*

Gulf Breeze Landscaping, LLC  
P.O. Box 347  
Gautier, MS 39553

**BY:**

  
(Signature of authorized representative)

Ted M Battley, Owner  
(Printed name and title)

Subscribed and sworn to before me  
on this date: June 19, 2018

Notary Public: Lauren Merrill  
My Commission Expires:

May 27, 2022







# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)*

Gautier Streetscape Improvement  
Gautier, MS

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:**

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

**TO OWNER:** *(Name and address)*

City of Gautier  
3330 Hwy 90  
Gautier, MS 39553

**CONTRACT DATED:** 3/5/2015

SURETY ☐

OTHER ☐

**STATE OF:** MS

**COUNTY OF:** Jackson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Gulf Breeze Landscaping, LLC  
P.O. Box 347  
Gautier, MS 39553

**BY:**

*(Signature of authorized representative)*

Ted M Battley, Owner  
*(Printed name and title)*

Subscribed and sworn to before me  
on this date: June 12, 2018

Notary Public

My Commission Expires:

May 27, 2022





**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: City of Gautier

PROJECT NAME:

Gautier Streetscape Improvements - Phase 3  
Jackson County, MS

APPLICATION NUMBER: 5

Distribution to:

FROM: Gulf Breeze Landscaping, L.L.C.

Project Number:

STP-0494-00(008)LPA

PERIOD:

2/16/2018

(x) OWNER

CONTRACT DATE:

3/5/2015

() CONTRACTOR

**PERCENT COMPLETE**

COST 105%

TIME 100%

**CONTRACTOR'S APPLICATION FOR PAYMENT****CHANGE ORDER SUMMARY**

| Change Orders approved in previous months by Owner |               | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|---------------|-----------|------------|
| TOTAL                                              |               | \$0       | \$0        |
| Approved this Month                                |               |           |            |
| Number                                             | Date Approved |           |            |
| QA #1                                              |               |           | \$16,300   |
| QA #2                                              |               | \$41,857  |            |
| TOTALS                                             |               | \$41,857  | \$16,300   |
| Net change by Change Orders                        |               | \$25,557  |            |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for the previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gulf Breeze Landscaping, LLC

By:

Date:

6/18/2018

**Neel-Schaffer, Inc. (PROJECT ENGINEER) CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, Neel-Schaffer certifies to the owner that to the best of Neel-Schaffer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

|                                                   |               |
|---------------------------------------------------|---------------|
| 1. ORIGINAL CONTRACT SUM .....                    | \$438,433.43  |
| 2. Net Change by Change Orders .....              | \$25,556.75   |
| 3. CONTRACT SUM TO DATE .....                     | \$463,990.18  |
| 4. TOTAL COMPLETED AND STORED TO DATE .....       | \$459,069.02  |
| (Column G on continuation sheet)                  |               |
| 5. RETAINAGE:                                     |               |
| a. 0 % of Completed Work .....                    | \$ -          |
| (Col. D+E on continuation sheet)                  |               |
| b. 0 % of Stored Material .....                   | \$ -          |
| (Col. F on continuation sheet)                    |               |
| Total retainage (Line 5a+5b or                    |               |
| total in column I of continuation sheet.) .....   |               |
|                                                   | \$0.00        |
| 6. TOTAL EARNED LESS RETAINAGE .....              | \$459,069.02  |
| (Line 4 less Line 5 Total)                        |               |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....   | \$ 402,639.81 |
| (Line 6 from prior Certificate)                   |               |
| 7a. LESS LIQUIDATED DAMAGES (\$400 PER DAY) ..... | \$0.00        |
| 8. CURRENT PAYMENT DUE .....                      | \$56,429.21   |
| 9. BALANCE TO FINISH, PLUS RETAINAGE .....        | \$4,921.16    |
| (Line 3 less Line 6)                              |               |

AMOUNT CERTIFIED.....

\$ 56,429.21

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Neel-Schaffer (PROJECT ENGINEER)

By:

Date:

6-22-18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.




**AIA® Document G707™ – 1994**
**Consent of Surety to Final Payment****PROJECT:** *(Name and address)*

Gautier Streetscape Improvements Phase 3

Gautier, MS

Gautier, MS 39553

**TO OWNER:** *(Name and address)*

City of Gautier

3330 Hwy 90

Gautier, MS 39553

**ARCHITECT'S PROJECT NUMBER:**OWNER ☐**CONTRACT FOR:**ARCHITECT ☐CONTRACTOR ☐**CONTRACT DATED:**SURETY ☐OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, TX 77040

on bond of

*(Insert name and address of Contractor)*

Gulf Breeze Landscaping, LLC

P.O. Box 347

Gautier, MS 39553

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve  
 the Surety of any of its obligations to

*(Insert name and address of Owner)*

City of Gautier

3330 Hwy 90

Gautier, MS 39553

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 18, 2018

*(Insert in writing the month followed by the numeric date and year.)*

U.S. Specialty Insurance Company

*(Surety)*

*(Signature of authorized representative)*
 Attest:   
*(Seal)*

Kathleen B. Scarborough, Attorney-in-Fact, MS Resident Agent

*(Printed name and title)*

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040511 ACD44



# POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,  
Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

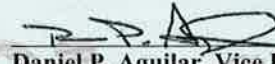
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

  
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature



(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of June, 2018

Corporate Seals

Bond No. 1001043694

Agency No. 17033



  
Kio Lo, Assistant Secretary



*Mayor  
Phil Forjusen*

***City of Gautier  
Gautier, Mississippi***

*City Manager  
Paula Yancey*

*City Clerk  
Cynthia Russell*

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



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

June 18, 2018

Gulf Breeze Landscaping, LLC

Dear Sir/Madam:

Based on the attached final estimate, we are prepared to issue final payment in the amount of \$56,429.21.

For project: STP-0494-00(008)LPA/106378-701000 City of Gautier

If you agree that this is the correct amount for Full and Final Settlement of all amounts due or claims under or arising out of the contract, please have an officer of your company authorized with us to sign contracts to provide their signature and one witness signature below:

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

Please return this completed document for further processing the address below:

**707 Watts Avenue, Suite C  
Pascagoula, MS 39567**

Once received, we will process the final estimate to our Financial Management Division for payment in the amount of \$56,429.21. If you have any questions, please contact me at 228-497-8000.

Sincerely,

Paula Yancey  
City Manager  
City of Gautier

Cc:  
State LPA Engineer – MDOT 77-01

*"Nature's Playground!"*

Councilman Colledge made the motion to approve the Consideration of all Solid Waste Collection and Disposal Properties, as presented. Councilman Vaughan seconded the motion. Vote was carried unanimously.

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Councilman Colledge made the motion to approve the Authorization to revise and submit request for proposals for Solid Waste Collection and Disposal services, and authorization to advertise for same, as presented. Councilman Vaughan seconded the motion. Vote was carried unanimously.

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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.

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

**ORDER NUMBER 119-2018**

**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**  
                  **Casey Vaughan**  
                  **Rusty Anderson**  
                  **Adam Colledge**

**NAYS:**       **None**

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 3, 2018.

| Fund | Name of Claimant                     | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | CABLE ONE INC                        | 182235                        | 07/03/2018   | 06/13/2018 |              |              | 65.19        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                          | JUN CABLE BOX: #118476316     |              | 06012018   | 06/08/2018   |              |              | 65.19                |
| 001  | CABLE ONE INC                        | 182236                        | 07/03/2018   | 06/13/2018 |              |              | 213.05       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                          | JUN 2018: #107718371          |              | 06012018   | 06/08/2018   |              |              | 213.05               |
| 001  | CABLE ONE INC                        | 182237                        | 07/03/2018   | 06/13/2018 |              |              | 98.56        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                          | JUN 2018 SUBSTN: #107718827   |              | 06012018   | 06/08/2018   |              |              | 98.56                |
| 001  | AT&T                                 | 182267                        | 07/03/2018   | 06/20/2018 |              |              | 169.92       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                          | MONTHLY SERVICE               |              | 2284972172 | 06/14/2018   |              |              | 169.92               |
| 001  | AT&T                                 | 182268                        | 07/03/2018   | 06/20/2018 |              |              | 96.60        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                          | MONTHLY SERVICE               |              | 2284977070 | 06/14/2018   |              |              | 96.60                |
| 001  | AT&T                                 | 182269                        | 07/03/2018   | 06/20/2018 |              |              | 31.12        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                          | NCIC TELECOM SERVS            |              | 2284970262 | 06/14/2018   |              |              | 31.12                |
| 001  | TIMOTHY P JONES                      | 182274                        | 07/03/2018   | 06/21/2018 |              |              | 72.00        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                          | PER DIEM: ROPE RESCUE         |              | 07162018   | 05/04/2018   |              |              | 72.00                |
| 001  | ROY ODOM JR                          | 182275                        | 07/03/2018   | 06/21/2018 |              |              | 72.00        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                          | PER DIEM: PUBLIC INFO OFFICER |              | 07162018   | 01/04/2018   |              |              | 72.00                |
| 001  | HANCOCK WHITNEY CORPORATE OPERATIONS | 182276                        | 07/03/2018   | 06/21/2018 |              |              | 54,725.27    |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-815                          | LEASE 076390: PATROL UNITS    |              | 207957     | 06/12/2018   |              |              | 54,725.27            |
| 001  | PITNEY BOWES GLOBAL FINANCIAL SERVS  | 182277                        | 07/03/2018   | 06/21/2018 |              |              | 422.97       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                          | LEASE PMT: POSTAGE MACHINE    |              | 3306303369 | 06/06/2018   |              |              | 422.97               |
| 001  | MS MUNICIPAL COURT CLERK ASSOCIATION | 182278                        | 07/03/2018   | 06/21/2018 |              |              | 10.00        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-682                          | 2018 DUES: M STEWARD          |              | 06152018   | 06/15/2018   |              |              | 10.00                |
| 001  | SCOTT ANKERSON, CUSTODIAN            | 182279                        | 07/03/2018   | 06/21/2018 |              |              | 74.07        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-689                          | ALCOHOL, HYD PEROXIDE, PURELL |              | 04052018   | 06/21/2018   |              |              | 10.98                |
|      | 001-090-500                          | POST IT NOTES                 |              | 05062018   | 06/21/2018   |              |              | 6.96                 |
|      | 001-090-689                          | SALINE FOR TRANQ GUN          |              | 02072018   | 06/21/2018   |              |              | 2.00                 |
|      | 001-090-559                          | FLOWERS-LARRY MORAN AWARD     |              | 06072018   | 06/21/2018   |              |              | 30.00                |



| Fund | Name of Claimant                      | Trans #                      | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------------------------|------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SCOTT ANKERSON, CUSTODIAN             | 182279                       | 07/03/2018   | 06/21/2018 |              |              | 74.07        | (CONTINUED)          |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-689                           | CHICKEN FEED                 |              | 06192018   | 06/21/2018   |              | 5.99         |                      |
|      | 001-090-561                           | BADGE HOLDER-CODE ENF        |              | 06202018   | 06/21/2018   |              | 18.14        |                      |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER | 182280                       | 07/03/2018   | 06/21/2018 |              |              | 10,045.00    |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                           | MAY 2018 ADC CHGS            |              | 05312018   | 06/21/2018   |              | 10,045.00    |                      |
| 001  | MS DEPT OF FINANCE & ADMIN            | 182282                       | 07/03/2018   | 06/21/2018 |              |              | 25,791.75    |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                           | MAY 2018 COURT ASSESSMENTS   |              | 05312018   | 06/18/2018   |              | 25,791.75    |                      |
| 001  | MS DEPT OF PUBLIC SAFETY              | 182283                       | 07/03/2018   | 06/21/2018 |              |              | 1,740.00     |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                           | MAY 2018 SPECIAL ASSESSMENTS |              | 05312018   | 06/18/2018   |              | 1,740.00     |                      |
| 001  | FUELMAN                               | 182285                       | 07/03/2018   | 06/21/2018 |              |              | 3,164.28     |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-525                           | UNL FUEL                     |              | NP53529592 | 06/18/2018   |              | 48.73        |                      |
|      | 001-100-525                           | UNL FUEL                     |              | NP53529592 | 06/18/2018   |              | 2,269.35     |                      |
|      | 001-161-525                           | UNL & DSL FUEL               |              | NP53529592 | 06/18/2018   |              | 526.26       |                      |
|      | 001-170-525                           | UNL & DSL FUEL               |              | NP53529592 | 06/18/2018   |              | 263.81       |                      |
|      | 001-205-525                           | DSL FUEL                     |              | NP53529592 | 06/18/2018   |              | 56.13        |                      |
| 001  | GLOBALSTAR                            | 182293                       | 07/03/2018   | 06/21/2018 |              |              | 82.80        |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                           | MONTHLY SERVICE              |              | 9428487    | 06/16/2018   |              | 82.80        |                      |
| 001  | AT&T                                  | 182303                       | 07/03/2018   | 06/25/2018 |              |              | 2,824.40     |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                           | MONTHLY SERVICE              |              | 2284978000 | 06/14/2018   |              | 2,824.40     |                      |
| 001  | C SPIRE WIRELESS                      | 182305                       | 07/03/2018   | 06/25/2018 |              |              | 580.49       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-605                           | POLICE CELLS                 |              | 0032680896 | 05/12/2018   |              | 580.49       |                      |
| 001  | DELTA COMPUTER SYSTEMS INC            | 182306                       | 07/03/2018   | 06/25/2018 |              |              | 455.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                           | ACCTG SOFTWARE MAINT         |              | MN129921   | 06/15/2018   |              | 315.00       |                      |
|      | 001-092-698                           | VOTER REG SOFTWARE MAINT     |              | MN129921   | 06/15/2018   |              | 20.00        |                      |
|      | 001-092-698                           | PRIV LICENSE SOFTWARE MAINT  |              | MN129922   | 06/15/2018   |              | 120.00       |                      |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE    | 182307                       | 07/03/2018   | 06/26/2018 |              |              | 891.32       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-631                           | BROWN FD 95237002            |              | 06152018   | 06/22/2018   |              | 402.96       |                      |
|      | 001-161-631                           | MARTIN BLUFF FD 58380001     |              | 06162018   | 06/25/2018   |              | 203.14       |                      |
|      | 001-201-629                           | SIGNAL LIGHTS 17546          |              | 06162018   | 06/25/2018   |              | 33.08        |                      |
|      | 001-092-631                           | CITY LIMIT SIGN 17546        |              | 06162018   | 06/25/2018   |              | 24.90        |                      |
|      | 001-100-631                           | MBLUFF SUB STN 58521002      |              | 06162018   | 06/25/2018   |              | 227.24       |                      |

| Fund | Name of Claimant            | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-----------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | THE SUN HERALD              | 182321                         | 07/03/2018   | 06/27/2018 |              |              | 317.20       |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-559                 | ANNUAL SUBSCRIPTION 2003375    |              | 7DAYDB     | 06/18/2018   |              |              | 317.20               |
| 001  | FAMILY FROZEN FOODS         | 182322                         | 07/03/2018   | 06/27/2018 |              |              | 71.85        |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-513                 | PLEIN AIR:CKN SALAD,PHYLLO SHL |              | 101165     | 06/13/2018   |              |              | 71.85                |
| 001  | FUELMAN                     | 182323                         | 07/03/2018   | 06/27/2018 |              |              | 3,741.72     |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                 | UNL FUEL                       |              | NP53569896 | 06/25/2018   |              |              | 46.81                |
|      | 001-092-525                 | UNL FUEL                       |              | NP53569896 | 06/25/2018   |              |              | 32.28                |
|      | 001-100-525                 | UNL FUEL                       |              | NP53569896 | 06/25/2018   |              |              | 2,535.50             |
|      | 001-100-525                 | FRAUDULENT CHGS: DIESEL        |              | NP53569896 | 06/25/2018   |              |              | 548.87               |
|      | 001-161-525                 | DSL FUEL                       |              | NP53569896 | 06/25/2018   |              |              | 307.85               |
|      | 001-170-525                 | UNL FUEL                       |              | NP53569896 | 06/25/2018   |              |              | 148.56               |
|      | 001-205-525                 | UNL & DSL FUEL                 |              | NP53569896 | 06/25/2018   |              |              | 121.85               |
| 001  | ALABAMA MEDIA GROUP         | 182328                         | 07/03/2018   | 06/27/2018 |              |              | 234.00       |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-615                 | AD: SOLID WASTE PROPOSALS RFP  |              | 0008665685 | 06/17/2018   | 180908       |              | 216.48               |
|      | 001-090-615                 | PUBLIC NOTICE: GPC #18-11-CU   |              | 0008672267 | 06/17/2018   | 180921       |              | 17.52                |
| 001  | GALLS LLC                   | 182330                         | 07/03/2018   | 06/27/2018 |              |              | 1,473.42     |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-561                 | BADGE: CODE ENFORCEMENT        |              | BC0613504  | 06/05/2018   | 180790       |              | 94.99                |
|      | 001-090-561                 | BLACKINGTON DURA UC NI RHD     |              | BC0613504  | 06/05/2018   | 180790       |              | 2.50                 |
|      | 001-090-561                 | FULL COLOR STATE SEAL          |              | BC0613504  | 06/05/2018   | 180790       |              | 2.50                 |
|      | 001-090-561                 | SHIPPING                       |              | BC0613504  | 06/05/2018   | 180790       |              | 10.95                |
|      | 001-100-559                 | GALLS GEAR SAM BROWNE BELT     |              | BC0618309  | 06/13/2018   | 180838       |              | 36.99                |
|      | 001-100-559                 | GALLS GEAR SAM BROWNE BELT     |              | BC0618309  | 06/13/2018   | 180838       |              | 36.99                |
|      | 001-100-559                 | SF BUCKLELESS INNER BELT (2)   |              | BC0618309  | 06/13/2018   | 180838       |              | 67.98                |
|      | 001-100-559                 | SF MKIII DEFENSE SPRAY CS (4)  |              | BC0618309  | 06/13/2018   | 180838       |              | 119.96               |
|      | 001-100-559                 | EXPANDABLE BATON HOLDER (4)    |              | BC0618309  | 06/13/2018   | 180838       |              | 119.96               |
|      | 001-100-559                 | GALLS GEAR CLOSED TOP CASE (6) |              | BC0618309  | 06/13/2018   | 180838       |              | 137.94               |
|      | 001-100-559                 | GALLS ADJUSTABLE HOLDER (3)    |              | BC0618309  | 06/13/2018   | 180838       |              | 56.97                |
|      | 001-100-559                 | LEATHER BASKETWEAVE (4)        |              | BC0618309  | 06/13/2018   | 180838       |              | 39.96                |
|      | 001-100-559                 | K FORCE DOUBLE MAG (3)         |              | BC0618309  | 06/13/2018   | 180838       |              | 128.97               |
|      | 001-100-559                 | 2 SNAP BELT KEEPERS (4)        |              | BC0618309  | 06/13/2018   | 180838       |              | 91.96                |
|      | 001-100-559                 | CHAIN HANDCUFFS (6)            |              | BC0618309  | 06/13/2018   | 180838       |              | 113.94               |
|      | 001-100-559                 | M PARDUE AUTOMATIC KNIFE (2)   |              | BC0618309  | 06/13/2018   | 180838       |              | 345.98               |
|      | 001-100-559                 | SHIPPING                       |              | BC0618309  | 06/13/2018   | 180838       |              | 64.88                |
| 001  | TEAM ONE COMMUNICATIONS INC | 182331                         | 07/03/2018   | 06/27/2018 |              |              | 553.00       |                      |
|      | Account Number              | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-559                 | 4 INCH MPOWER BLUE (6)         |              | 1730000331 | 06/15/2018   | 180896       |              | 528.00               |
|      | 001-100-559                 | LICENSE PLATE BRACKET          |              | 1730000331 | 06/15/2018   | 180896       |              | 25.00                |

| Fund | Name of Claimant                  | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-----------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | REYNOLDS WHOLESALE CO             | 182333                        | 07/03/2018   | 06/27/2018 |              |              | 307.85       |                      |
|      | Account Number                    | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-559                       | CS 100CT 38X58 CAN LINER (4)  | 59701        | 06/19/2018 | 180943       |              | 131.80       |                      |
|      | 001-170-559                       | CS 4/1 GAL ODO BAN (2)        | 59701        | 06/19/2018 | 180943       |              | 103.60       |                      |
|      | 001-170-559                       | CS 6/1 GAL VB BLEACH (2)      | 59701        | 06/19/2018 | 180943       |              | 23.00        |                      |
|      | 001-170-559                       | CS 12 #9525 8" BROWN TOWEL    | 59701        | 06/19/2018 | 180943       |              | 23.95        |                      |
|      | 001-170-559                       | CS 12 GEN 202 JUMBO JR TISSUE | 59701        | 06/19/2018 | 180943       |              | 25.50        |                      |
| 001  | MID SOUTH UNIFORM & SUPPLY INC    | 182334                        | 07/03/2018   | 06/27/2018 |              |              | 704.20       |                      |
|      | Account Number                    | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                       | NAVY SS SHIRT (6)             | 578702       | 06/13/2018 | 180865       |              | 267.54       |                      |
|      | 001-100-535                       | NAVY LS SHIRT (2)             | 578702       | 06/13/2018 | 180865       |              | 94.92        |                      |
|      | 001-100-535                       | NAVY PANTS W/BLEU STRIPE (6)  | 578702       | 06/13/2018 | 180865       |              | 261.24       |                      |
|      | 001-100-535                       | CLIP ON TIE (3)               | 578702       | 06/13/2018 | 180865       |              | 13.50        |                      |
|      | 001-100-535                       | SEW ON PATCH (16)             | 578702       | 06/13/2018 | 180865       |              | 16.00        |                      |
|      | 001-100-535                       | NAVY BRAID (6)                | 578702       | 06/13/2018 | 180865       |              | 25.50        |                      |
|      | 001-100-535                       | LT BLUE BRAID (6)             | 578702       | 06/13/2018 | 180865       |              | 25.50        |                      |
| 001  | GULF COAST BUSINESS SUPPLY CO     | 182335                        | 07/03/2018   | 06/27/2018 |              |              | 219.07       |                      |
|      | Account Number                    | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-510                       | WOODEN MOP HANDLE (3)         | 170148       | 06/11/2018 | 180912       |              | 16.77        |                      |
|      | 001-092-510                       | 12/CT MOP HEAD                | 170148       | 06/11/2018 | 180912       |              | 39.81        |                      |
|      | 001-092-510                       | CS 4/1 GAL PINE CLEANER (4)   | 170148       | 06/11/2018 | 180912       |              | 21.32        |                      |
|      | 001-161-500                       | COMPACT PERSONAL PAPER CUTTER | 170148       | 06/11/2018 | 180912       |              | 23.99        |                      |
|      | 001-161-559                       | ALUMINUM CLIPBOARD            | 170378       | 06/14/2018 | 180926       |              | 29.57        |                      |
|      | 001-161-500                       | 12/PK 5X8 WRITING PAD         | 170378       | 06/14/2018 | 180926       |              | 5.99         |                      |
|      | 001-092-510                       | 13OZ LYSOL SPRAY (10)         | 170378       | 06/14/2018 | 180926       |              | 23.40        |                      |
|      | 001-092-510                       | CS BROWN MF TOWELS            | 170378       | 06/14/2018 | 180926       |              | 19.21        |                      |
|      | 001-092-510                       | 8/CT DAWN DISH DETERGENT      | 170378       | 06/14/2018 | 180926       |              | 37.16        |                      |
|      | 001-161-500                       | ROLL DS PERMANENT MOUNT TAPE  | 170378       | 06/14/2018 | 180926       |              | 4.19         |                      |
|      | 001-092-510                       | CDT RTN: 13OZ LYSOL SPRAY     | 11813CM      | 06/15/2018 | 180926       |              | -2.34        |                      |
| 001  | CUSTOM PRODUCTS CORPORATION       | 182336                        | 07/03/2018   | 06/27/2018 |              |              | 1,324.13     |                      |
|      | Account Number                    | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-201-565                       | 18X96 GAUTIER HIGH SCHOOL     | 305894       | 06/19/2018 | 180918       |              | 189.46       |                      |
|      | 001-201-565                       | SKID CHARGE                   | 305894       | 06/19/2018 | 180918       |              | 80.00        |                      |
|      | 001-201-565                       | 12X18 NEIGHBORHOOD CW (3)     | 305894       | 06/19/2018 | 180918       |              | 43.41        |                      |
|      | 001-201-565                       | 12X18 NO FISHING (4)          | 305894       | 06/19/2018 | 180918       |              | 119.24       |                      |
|      | 001-201-565                       | 30X30 DEAD END (2)            | 305894       | 06/19/2018 | 180918       |              | 96.28        |                      |
|      | 001-201-565                       | 30X30 ROAD MAY FLOOD (4)      | 305894       | 06/19/2018 | 180918       |              | 192.56       |                      |
|      | 001-201-565                       | ASSRT STREET NAME SIGN (5)    | 305894       | 06/19/2018 | 180918       |              | 153.45       |                      |
|      | 001-201-565                       | BOLT CARRIAGE HEAD (300)      | 305894       | 06/19/2018 | 180918       |              | 117.00       |                      |
|      | 001-201-565                       | WASHER NYLON (300)            | 305894       | 06/19/2018 | 180918       |              | 33.00        |                      |
|      | 001-201-565                       | NUT/VANDAL RESISTANT (300)    | 305894       | 06/19/2018 | 180918       |              | 210.00       |                      |
|      | 001-201-565                       | FREIGHT                       | 305894       | 06/19/2018 | 180918       |              | 89.73        |                      |
| 001  | HAYGOODS INDUSTRIAL ENGRAVERS INC | 182337                        | 07/03/2018   | 06/27/2018 |              |              | 87.50        |                      |
|      | Account Number                    | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-513                       | 5X7 PLAQUE (3): PLEIN AIR     | 25709        | 06/12/2018 | 180922       |              | 37.50        |                      |
|      | 001-170-513                       | ACRYLIC TROPHY: PLEIN AIR     | 25709        | 06/12/2018 | 180922       |              | 50.00        |                      |



| Fund | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | DUNAWAY SIGNS INC                   | 182338                         | 07/03/2018   | 06/27/2018 |              |              | 1,375.00     |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-565                         | REPR ENTRANCE SIGN: HWY 57     |              | 26301      | 05/17/2018   | 180818       |              | 1,375.00             |
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 182342                         | 07/03/2018   | 06/27/2018 |              |              | 563.54       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-500                         | MS WIRED KEYBOARD 4000         |              | 3380396480 | 06/06/2018   | 180883       |              | 24.25                |
|      | 001-040-500                         | AVERY TAB INSERT DIVIDER (3)   |              | 3380396481 | 06/06/2018   | 180883       |              | 8.97                 |
|      | 001-040-500                         | CREST CERTIFICATION HOLDER PK  |              | 3380396482 | 06/06/2018   | 180891       |              | 6.99                 |
|      | 001-040-500                         | 10/PK EXPAND WALLET 10X15      |              | 3380396482 | 06/06/2018   | 180891       |              | 29.88                |
|      | 001-040-500                         | BIC ROUND BALLPOINT PENS PK    |              | 3380396482 | 06/06/2018   | 180891       |              | 5.51                 |
|      | 001-040-500                         | 3X3 STICKY NOTES ASSRT DZ      |              | 3380396482 | 06/06/2018   | 180891       |              | 10.55                |
|      | 001-040-500                         | RM PASTEL PAPER 8.5X11 (5)     |              | 3380396482 | 06/06/2018   | 180891       |              | 25.60                |
|      | 001-040-500                         | BOX STOR-ALL LEGAL 12/CT       |              | 3380396482 | 06/06/2018   | 180891       |              | 74.19                |
|      | 001-040-500                         | CS/10 COPY PAPER 8.5X11        |              | 3380993533 | 06/14/2018   | 180927       |              | 377.60               |
| 001  | CUPIT SIGNS INC                     | 182344                         | 07/03/2018   | 06/27/2018 |              |              | 479.80       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-565                         | 12"X18" ALUM SIGN-PARKS (20)   |              | 30020      | 06/19/2018   | 180905       |              | 479.80               |
| 001  | MISSISSIPPI LAW RESEARCH INSTITUTE  | 182347                         | 07/03/2018   | 06/27/2018 |              |              | 506.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-620                         | MOTOR VEH/TRAF REG BOOK (40)   |              | 4346       | 06/21/2018   | 180847       |              | 506.00               |
| 001  | UNIFORM WAREHOUSE INC               | 182349                         | 07/03/2018   | 06/27/2018 |              |              | 61.96        |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-535                         | POLY TWO TONE SS SHIRT         |              | 657404     | 06/07/2018   | 180897       |              | 9.99                 |
|      | 001-100-535                         | POLY TWILL WEAVE SLACKS        |              | 657404     | 06/07/2018   | 180897       |              | 15.99                |
|      | 001-100-535                         | POLY TWILL WEAVE SLACKS        |              | 657404     | 06/07/2018   | 180897       |              | 15.99                |
|      | 001-100-535                         | SHIPPING: GP EXPLORERS         |              | 657404     | 06/07/2018   | 180897       |              | 19.99                |
| 001  | BAILEY LUMBER & SUPPLY CO.          | 182350                         | 07/03/2018   | 06/27/2018 |              |              | 199.16       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-596                         | TREATED PINE 4X6X16 #2 (3)     |              | 02689102   | 06/26/2018   | 180954       |              | 115.62               |
|      | 001-170-596                         | TREATED PINE 1X6X16 #2 (2)     |              | 02689102   | 06/26/2018   | 180954       |              | 26.78                |
|      | 001-170-596                         | TREATED PINE 1X4X16 #2 (6)     |              | 02689102   | 06/26/2018   | 180954       |              | 56.76                |
| 001  | STERLING PETROLEUM PRODUCTS INC     | 182352                         | 07/03/2018   | 06/27/2018 |              |              | 625.90       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-570                         | PG SYN BLEND 5W20 BULK (55)    |              | 58410      | 06/12/2018   | 180898       |              | 312.95               |
|      | 001-100-570                         | PG PREMIUM 10W30 BULK (55)     |              | 58410      | 06/12/2018   | 180898       |              | 312.95               |
| 001  | SOUTHERN TIRE MART LLC              | 182353                         | 07/03/2018   | 06/27/2018 |              |              | 189.00       |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-638                         | FRONT END ALIGNMENT: E4        |              | 12377320   | 06/14/2018   | 180925       |              | 189.00               |
| 001  | MISSISSIPPI PRISON INDUSTRIES CORP  | 182354                         | 07/03/2018   | 06/27/2018 |              |              | 1,804.00     |                      |
|      | Account Number                      | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-701                         | 6' STEEL PICNIC TABLE BRONZE   |              | 112192     | 06/22/2018   | 180814       |              | 538.00               |
|      | 001-170-701                         | 6' METAL PARK BENCH BRONZE (3) |              | 112192     | 06/22/2018   | 180814       |              | 966.00               |

| Fund       | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number      | Check Number | Claim Amount | Approved/Disapproved |
|------------|------------------------------------|--------------------------------|--------------|------------|-------------------|--------------|--------------|----------------------|
| 001        | MISSISSIPPI PRISON INDUSTRIES CORP | 182354                         | 07/03/2018   | 06/27/2018 |                   |              | 1,804.00     | (CONTINUED)          |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-170-701                        | FREIGHT                        |              | 112192     | 06/22/2018        | 180814       |              | 300.00               |
| 001        | AUDIOWAVE INC                      | 182357                         | 07/03/2018   | 06/27/2018 |                   |              | 1,826.50     |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-161-638                        | ADD WINDSHIELD STRIP: FD 50    |              | A49287     | 05/18/2018        | 180841       |              | 36.50                |
|            | 001-100-638                        | WINDOW TINT: U #17768 & 10724  |              | A49386     | 06/21/2018        | 180936       |              | 550.00               |
|            | 001-100-638                        | INSTALL EQUIP:U #17768 & 10724 |              | A48841     | 06/26/2018        | 180911       |              | 1,140.00             |
|            | 001-100-638                        | SHOP SUPPLIES                  |              | A48841     | 06/26/2018        | 180911       |              | 100.00               |
| 001        | RED RIVER SPECIALTIES INC          | 182358                         | 07/03/2018   | 06/27/2018 |                   |              | 1,189.94     |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-170-577                        | RANGER PRO 2X2.5 GA (50)       |              | 638954     | 06/19/2018        | 180940       |              | 800.00               |
|            | 001-170-577                        | RRSI NIS 2X2.5 GA (20)         |              | 638954     | 06/19/2018        | 180940       |              | 240.00               |
|            | 001-170-577                        | FREIGHT                        |              | 638954     | 06/19/2018        | 180940       |              | 149.94               |
| 001        | DONNA K DAVIS                      | 182367                         | 07/03/2018   | 06/28/2018 |                   |              | 50.00        |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-010-682                        | REIMB MMCCA DUES PD @ MML CONF |              | 06252018   | 06/25/2018        |              |              | 50.00                |
| 001        | SINGING RIVER ELECTRIC COOPERATIVE | 182369                         | 07/03/2018   | 06/28/2018 |                   |              | 2,469.15     |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-100-631                        | POLICE STATION 66298004        |              | 06182018   | 06/26/2018        |              |              | 1,669.45             |
|            | 001-201-629                        | SIGNAL LIGHT 89113001          |              | 06182018   | 06/26/2018        |              |              | 55.42                |
|            | 001-170-631                        | CITY PARK RESTRMS 89912001     |              | 06182018   | 06/26/2018        |              |              | 297.41               |
|            | 001-201-633                        | STREET LIGHTS 90345002         |              | 06182018   | 06/26/2018        |              |              | 198.57               |
|            | 001-092-631                        | RECORDS BLDG 90790001          |              | 06182018   | 06/26/2018        |              |              | 212.72               |
|            | 001-170-631                        | FRAZIER RESTRMS 98546001       |              | 06182018   | 06/26/2018        |              |              | 35.58                |
| 001        | SINGING RIVER ELECTRIC COOPERATIVE | 182370                         | 07/03/2018   | 06/28/2018 |                   |              | 1,054.59     |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-201-633                        | DOLPHIN ST 94987002            |              | 06182018   | 06/26/2018        |              |              | 110.69               |
|            | 001-201-633                        | DOLPHIN ST 94988002            |              | 06182018   | 06/26/2018        |              |              | 100.01               |
|            | 001-201-633                        | DOLPHIN ST 94989002            |              | 06182018   | 06/26/2018        |              |              | 102.01               |
|            | 001-201-633                        | DOLPHIN ST 94990002            |              | 06182018   | 06/26/2018        |              |              | 453.17               |
|            | 001-201-633                        | WM PAYNE 100244001             |              | 06182018   | 06/26/2018        |              |              | 98.72                |
|            | 001-201-633                        | WM PAYNE 100245001             |              | 06182018   | 06/26/2018        |              |              | 189.99               |
| 001        | SINGING RIVER ELECTRIC COOPERATIVE | 182372                         | 07/03/2018   | 06/28/2018 |                   |              | 8,589.80     |                      |
|            | Account Number                     | Description                    |              | Invoice #  | Date              | P.O.         | Amount       |                      |
|            | 001-201-633                        | STREET LIGHTING 10054          |              | 06182018   | 06/26/2018        |              |              | 5,207.19             |
|            | 001-201-629                        | SIGNAL LIGHTS 10054            |              | 06182018   | 06/26/2018        |              |              | 747.24               |
|            | 001-092-631                        | CITY HALL 10054                |              | 06182018   | 06/26/2018        |              |              | 1,027.78             |
|            | 001-170-631                        | FRAZIER PARK 10054             |              | 06182018   | 06/26/2018        |              |              | 48.30                |
|            | 001-170-631                        | SENIOR BLDG 10054              |              | 06182018   | 06/26/2018        |              |              | 611.10               |
|            | 001-161-631                        | CENTRAL FD 10054               |              | 06182018   | 06/26/2018        |              |              | 483.57               |
|            | 001-170-631                        | CITY PARK 10054                |              | 06182018   | 06/26/2018        |              |              | 105.17               |
|            | 001-092-631                        | PUBLIC WORKS 10054             |              | 06182018   | 06/26/2018        |              |              | 330.16               |
|            | 001-092-631                        | HWY 90 SIGN 10054              |              | 06182018   | 06/26/2018        |              |              | 29.29                |
| FUND TOTAL | 1 Claims                           | to                             | Checks       | 47 Total   | 131,644.07 Manual | Held         | Total        | 131,644.07           |

| Fund                  | Name of Claimant                         | Trans #                       | Release Date | Claim Date | Claim Number     | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------------|-------------------------------|--------------|------------|------------------|--------------|--------------|----------------------|
| 157                   | ESTABROOK MOTOR CO INC                   | 182329                        | 07/03/2018   | 06/27/2018 |                  |              | 59,438.00    |                      |
|                       | Account Number                           | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|                       | 157-100-799                              | 2018 FORD EXPLORER #67768     |              | #95727     | 06/13/2018       | 180518       |              | 29,719.00            |
|                       | 157-100-799                              | 2018 FORD EXPLORER #80724     |              | #95807     | 06/13/2018       | 180518       |              | 29,719.00            |
| 157                   | TEAM ONE COMMUNICATIONS INC              | 182332                        | 07/03/2018   | 06/27/2018 |                  |              | 480.00       |                      |
|                       | Account Number                           | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|                       | 157-100-799                              | XTS 2500/1500 BATT IMPRES (6) |              | 9020015151 | 06/21/2018       | 180934       |              | 480.00               |
| 157                   | ANDAX INDUSTRIES LLC                     | 182346                        | 07/03/2018   | 06/27/2018 |                  |              | 442.98       |                      |
|                       | Account Number                           | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|                       | 157-100-799                              | PELICAN LED FLASHLIGHT (6)    |              | 135318     | 06/14/2018       | 180931       |              | 442.98               |
| 157                   | SOUTHEASTERN LAW ENFORCEMENT EXPLORER AC | 182356                        | 07/03/2018   | 06/27/2018 |                  |              | 825.00       |                      |
|                       | Account Number                           | Description                   |              | Invoice #  | Date             | P.O.         | Amount       |                      |
|                       | 157-100-799                              | 2018 SLEEA CADET: HOLTER, L   |              | 08         | 06/14/2018       | 180930       |              | 165.00               |
|                       | 157-100-799                              | 2018 SLEEA CADET: PADGET, A   |              | 08         | 06/14/2018       | 180930       |              | 165.00               |
|                       | 157-100-799                              | 2018 SLEEA CADET: HUGHES, A   |              | 08         | 06/14/2018       | 180930       |              | 165.00               |
|                       | 157-100-799                              | 2018 SLEEA CADET: EVERETTE, L |              | 08         | 06/14/2018       | 180930       |              | 165.00               |
|                       | 157-100-799                              | 2018 SLEEA CADET: SELF, J     |              | 08         | 06/14/2018       | 180930       |              | 165.00               |
| FUND TOTAL 157 Claims |                                          | to                            | Checks       | 4 Total    | 61,185.98 Manual | Held         | Total        | 61,185.98            |

| Fund                  | Name of Claimant                    | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-------------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 160                   | MERCHANTS & MARINE BANK             | 182318                          | 07/03/2018   | 06/27/2018 |              |              | 17,814.82    |                      |
|                       | Account Number                      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 160-161-815                         | COMMAND VEHICLE PMT 5           |              | 320218     | 06/21/2018   |              |              | 17,498.38            |
|                       | 160-161-815                         | FINAL INTEREST DUE              |              | 320218     | 06/21/2018   |              |              | 316.44               |
| 160                   | THE FIRE STORE                      | 182343                          | 07/03/2018   | 06/27/2018 |              |              | 300.93       |                      |
|                       | Account Number                      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 160-161-702                         | 6' SHIELD FS6502 (7)            |              | 1858685002 | 06/01/2018   | 180514       |              | 300.93               |
| 160                   | DELTA INDUSTRIAL SERVICE AND SUPPLY | 182355                          | 07/03/2018   | 06/27/2018 |              |              | 148.20       |                      |
|                       | Account Number                      | Description                     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 160-161-702                         | BUNKER JACKET NFPA INSPECTION   |              | 65574      | 06/06/2018   | 180513       |              | 36.00                |
|                       | 160-161-702                         | REPL EXISTING ZIPPER, CLOSURE   |              | 65574      | 06/06/2018   | 180513       |              | 43.20                |
|                       | 160-161-702                         | REPLV&REPL SHELL, PANEL, HOOK   |              | 65574      | 06/06/2018   | 180513       |              | 34.50                |
|                       | 160-161-702                         | REPLV&REPL SHELL, CLOSURE, HOOK |              | 65574      | 06/06/2018   | 180513       |              | 21.60                |
|                       | 160-161-702                         | SHIPPING                        |              | 65574      | 06/06/2018   | 180513       |              | 12.90                |
| FUND TOTAL 160 Claims | to                                  | Checks                          | 3 Total      | 18,263.95  | Manual       | Held         | Total        | 18,263.95            |



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Release date from 07/03/2018 thru 07/03/2018

| Fund                  | Name of Claimant                | Trans #         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|---------------------------------|-----------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 172                   | JACKSON-GEORGE REGIONAL LIBRARY | 182286          | 07/03/2018   | 06/21/2018 |              |              | 4,567.45     |                      |
|                       | Account Number                  | Description     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 172-350-650                     | LIBRARY SUPPORT |              | JUN 2018   | 06/18/2018   |              |              | 4,567.45             |
| FUND TOTAL 172 Claims | to                              | Checks          | 1 Total      | 4,567.45   | Manual       | Held         | Total        | 4,567.45             |

| Fund                  | Name of Claimant | Trans #                    | Release Date | Claim Date    | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------|----------------------------|--------------|---------------|--------------|--------------|--------------|----------------------|
| 176                   | AD2 INC          | 182255                     | 07/03/2018   | 06/18/2018    |              |              | 151.50       |                      |
|                       | Account Number   | Description                |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 176-170-699      | HOSTING FEE JUL 2018       |              | 3278          | 06/15/2018   |              |              | 36.50                |
|                       | 176-170-699      | SHOPPING CART FEE JUL 2018 |              | 3278          | 06/15/2018   |              |              | 115.00               |
| 176                   | AT&T             | 182270                     | 07/03/2018   | 06/20/2018    |              |              | 92.03        |                      |
|                       | Account Number   | Description                |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 176-170-605      | MONTHLY SERVICE            |              | 2284972244    | 06/14/2018   |              |              | 92.03                |
| 176                   | AT&T             | 182304                     | 07/03/2018   | 06/25/2018    |              |              | 42.05        |                      |
|                       | Account Number   | Description                |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 176-170-605      | JUN 2018: SSP INTERNET     |              | 285615432     | 06/11/2018   |              |              | 42.05                |
| 176                   | FUELMAN          | 182324                     | 07/03/2018   | 06/27/2018    |              |              | 31.90        |                      |
|                       | Account Number   | Description                |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 176-170-525      | UNL FUEL                   |              | NP53569896    | 06/25/2018   |              |              | 31.90                |
| FUND TOTAL 176 Claims | to               | Checks                     | 4 Total      | 317.48 Manual |              | Held         | Total        | 317.48               |

| Fund                  | Name of Claimant                                            | Trans # | Release Date | Claim Date        | Claim Number       | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-------------------------------------------------------------|---------|--------------|-------------------|--------------------|--------------|--------------|----------------------|
| 300                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>300-600-603   | 182272  | 07/03/2018   | 06/21/2018        |                    |              | 5,175.00     |                      |
|                       | Description<br>SERVICES: CONST ADMIN 30%                    |         |              | Invoice #<br>6667 | Date<br>06/20/2018 | P.O.         | Amount       | 5,175.00             |
| 300                   | JE TALLEY CONSTRUCTION INC<br>Account Number<br>300-600-683 | 182327  | 07/03/2018   | 06/27/2018        |                    |              | 144,566.21   |                      |
|                       | Description<br>DEBRIS REMVL: AREA 2,3,6,7                   |         |              | Invoice #<br>1    | Date<br>06/26/2018 | P.O.         | Amount       | 144,566.21           |
| FUND TOTAL 300 Claims | to                                                          | Checks  | 2 Total      | 149,741.21        | Manual             |              | Held         | Total 149,741.21     |



| Fund | Name of Claimant               | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | CITY OF GAUTIER                | 182245                        | 07/03/2018   | 06/15/2018 |              |              | 43,427.11    |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-680-821                    | ST LNS #3 90/57 SWR           | 06112018     | 06/11/2018 |              | 7,877.45     |              |                      |
|      | 400-680-822                    | ST LNS #4 90/57 WTR           | 06112018     | 06/11/2018 |              | 10,948.67    |              |                      |
|      | 400-680-822                    | ST LNS #4 90/57 SWR           | 06112018     | 06/11/2018 |              | 9,019.22     |              |                      |
|      | 400-680-823                    | ST LNS #5 ALLEN RD            | 06112018     | 06/11/2018 |              | 2,149.95     |              |                      |
|      | 400-680-824                    | ST LNS #6 OLD SPAN TR         | 06112018     | 06/11/2018 |              | 3,765.83     |              |                      |
|      | 400-680-825                    | ST LNS #7 OLD SPAN TR         | 06112018     | 06/11/2018 |              | 9,665.99     |              |                      |
| 400  | IRBY'S ANSWERING SERVICE       | 182257                        | 07/03/2018   | 06/18/2018 |              |              | 351.33       |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-650-698                    | 39 CALL OUTS: 5/16 - 6/12/18  | 277-061318   | 06/13/2018 |              | 18.33        |              |                      |
|      | 400-650-698                    | 438 AGENT MTS: 5/16 - 6/12/18 | 277-061318   | 06/13/2018 |              | 56.00        |              |                      |
|      | 400-650-698                    | BASE RATE: 6/13 - 7/10/18     | 277-061318   | 06/13/2018 |              | 277.00       |              |                      |
| 400  | AT&T                           | 182271                        | 07/03/2018   | 06/20/2018 |              |              | 112.12       |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-650-605                    | MONTHLY SERVICE               | 2284974594   | 06/14/2018 |              | 112.12       |              |                      |
| 400  | MSC 7511                       | 182281                        | 07/03/2018   | 06/21/2018 |              |              | 324.74       |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-650-698                    | FGYJ00-01 RENTAL FEE          | INV2524038   | 06/09/2018 |              | 166.49       |              |                      |
|      | 400-650-698                    | MPC4504 USAGE:B/W             | INV2524038   | 06/09/2018 |              | 25.63        |              |                      |
|      | 400-650-698                    | MPC4504 USAGE:COLOR           | INV2524038   | 06/09/2018 |              | 132.62       |              |                      |
| 400  | 2012 GUD BONDS DEBT SERVICE    | 182287                        | 07/03/2018   | 06/21/2018 |              |              | 116,362.50   |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-680-816                    | JUL 2018 PRN PMT              | 07012018     | 06/30/2018 |              | 112,916.67   |              |                      |
|      | 400-680-817                    | JUL 2018 INT PMT              | 07012018     | 06/30/2018 |              | 3,445.83     |              |                      |
| 400  | ARISTA INFORMATION SYSTEMS INC | 182288                        | 07/03/2018   | 06/21/2018 |              |              | 4,147.20     |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-650-698                    | MAY 2018 STATEMENTS           | 25550        | 06/14/2018 |              | 1,147.20     |              |                      |
|      | 400-650-698                    | MAY 2018 POSTAGE              | 1425201806   | 06/14/2018 |              | 3,000.00     |              |                      |
| 400  | FEDERAL EXPRESS                | 182289                        | 07/03/2018   | 06/21/2018 |              |              | 187.07       |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-651-581                    | SHIP PRIMEX LOAD REACTOR      | 4462524695   | 06/12/2018 |              | 187.07       |              |                      |
| 400  | MISSION COMMUNICATIONS LLC     | 182290                        | 07/03/2018   | 06/21/2018 |              |              | 1,690.20     |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-651-698                    | RENEWAL: GLEN HEATH           | 1021005      | 06/08/2018 |              | 563.40       |              |                      |
|      | 400-651-698                    | RENEWAL: 15MIS16790           | 1021006      | 06/08/2018 |              | 563.40       |              |                      |
|      | 400-651-698                    | RENEWAL: ION PLANT            | 1021006      | 06/08/2018 |              | 563.40       |              |                      |
| 400  | AT&T                           | 182291                        | 07/03/2018   | 06/21/2018 |              |              | 56.97        |                      |
|      | Account Number                 | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 400-650-605                    | MONTHLY SERVICE               | 2284972276   | 06/06/2018 |              | 56.97        |              |                      |

| Fund | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | AT&T                               | 182292                        | 07/03/2018   | 06/21/2018 |              |              | 151.12       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                        | MONTHLY SERVICE               |              | 2284975234 | 06/14/2018   |              |              | 151.12               |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE | 182309                        | 07/03/2018   | 06/26/2018 |              |              | 2,281.51     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                        | LIFT STATIONS 20649           |              | 06152018   | 06/22/2018   |              |              | 1,103.07             |
|      | 400-651-631                        | LIFT STATIONS 28779           |              | 06152018   | 06/22/2018   |              |              | 88.55                |
|      | 400-651-631                        | SCHOONER WELL 20688           |              | 06112018   | 06/20/2018   |              |              | 907.50               |
|      | 400-651-631                        | LIFT STATIONS 20688           |              | 06112018   | 06/20/2018   |              |              | 182.39               |
| 400  | COAST CONCRETE CO INC              | 182315                        | 07/03/2018   | 06/27/2018 |              |              | 926.00       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-585                        | REPAIRS AFTER WATER SYS WORK  |              | 139202     | 06/19/2018   |              |              | 926.00               |
| 400  | FUELMAN                            | 182325                        | 07/03/2018   | 06/27/2018 |              |              | 46.87        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                        | UNL FUEL                      |              | NP53569896 | 06/25/2018   |              |              | 46.87                |
| 400  | CONSOLIDATED PIPE & SUPPLY         | 182339                        | 07/03/2018   | 06/27/2018 |              |              | 105.00       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                        | 6 X 4 CID MJ RED              |              | 3781552000 | 06/14/2018   | 180913       |              | 35.00                |
|      | 400-651-581                        | 6 TYLER S1500 DUAL WEDGE      |              | 3781552000 | 06/14/2018   | 180913       |              | 38.00                |
|      | 400-651-581                        | 4 TYLER S1500 DUAL WEDGE      |              | 3781552000 | 06/14/2018   | 180913       |              | 32.00                |
| 400  | C & M ELECTRIC MOTOR SERVICE INC   | 182340                        | 07/03/2018   | 06/27/2018 |              |              | 3,285.90     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-584                        | 10HP SUB PUMP: TIMBERLANE LS  |              | 12034      | 06/13/2018   | 180938       |              | 1,798.00             |
|      | 400-651-584                        | 5HP SUB PUMP: FISH HAWK LS    |              | 12034      | 06/13/2018   | 180938       |              | 1,487.90             |
| 400  | SOUTHERN WATERWORKS SUPPLY INC     | 182341                        | 07/03/2018   | 06/27/2018 |              |              | 47.43        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                        | #4 LOCK KEY (3)               |              | 74630      | 04/09/2018   | 180662       |              | 47.43                |
| 400  | CUPIT SIGNS INC                    | 182345                        | 07/03/2018   | 06/27/2018 |              |              | 33.98        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-500                        | 12" CIRCLE DECAL (2):CITY VAN |              | 180862     | 06/14/2018   | 180862       |              | 33.98                |
| 400  | MUELLER CO LLC                     | 182351                        | 07/03/2018   | 06/27/2018 |              |              | 107.94       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                        | AHR ANTENNA WHIPS-2           |              | 3801581    | 06/15/2018   | 180914       |              | 95.25                |
|      | 400-651-581                        | FREIGHT                       |              | 3801581    | 06/15/2018   | 180914       |              | 12.69                |
| 400  | J H WRIGHT & ASSOCIATES INC        | 182359                        | 07/03/2018   | 06/27/2018 |              |              | 6,120.00     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-584                        | GOULDS MDL 3SD52F1EA PUMP (2) |              | 407637     | 06/08/2018   | 180793       |              | 5,400.00             |
|      | 400-651-584                        | SHIPPING: LS #28              |              | 407637     | 06/08/2018   | 180793       |              | 200.00               |
|      | 400-651-581                        | M472S PRESSURE TRANSDUCER     |              | 407670     | 06/08/2018   | 180919       |              | 200.00               |
|      | 400-651-581                        | SHIPPING: MALL WELL           |              | 407670     | 06/08/2018   | 180919       |              | 20.00                |
|      | 400-651-584                        | REPAIRS CONTROL PANEL: LS #28 |              | 407449     | 05/31/2018   | 180944       |              | 300.00               |



| Fund                  | Name of Claimant                   | Trans #                   | Release Date | Claim Date        | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|---------------------------|--------------|-------------------|--------------|--------------|--------------|----------------------|
| 400                   | SINGING RIVER ELECTRIC COOPERATIVE | 182368                    | 07/03/2018   | 06/28/2018        |              |              | 5,411.37     |                      |
|                       | Account Number                     | Description               |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-651-631                        | LIFT STNS 89627001        |              | 06162018          | 06/25/2018   |              | 70.41        |                      |
|                       | 400-651-631                        | LIFT STNS 89702001        |              | 06162018          | 06/25/2018   |              | 34.37        |                      |
|                       | 400-651-631                        | LIFT STNS 17881           |              | 06162018          | 06/25/2018   |              | 2,076.27     |                      |
|                       | 400-651-631                        | WATER WELLS 17881         |              | 06162018          | 06/25/2018   |              | 3,230.32     |                      |
| 400                   | SINGING RIVER ELECTRIC COOPERATIVE | 182371                    | 07/03/2018   | 06/28/2018        |              |              | 7,416.16     |                      |
|                       | Account Number                     | Description               |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                       | 400-651-631                        | IONIZATION PLANT 99216002 |              | 06182018          | 06/26/2018   |              | 329.37       |                      |
|                       | 400-651-631                        | LIFT STATIONS 17882       |              | 06182018          | 06/26/2018   |              | 2,619.96     |                      |
|                       | 400-651-631                        | WATER WELLS 17882         |              | 06182018          | 06/26/2018   |              | 3,304.81     |                      |
|                       | 400-651-631                        | CITY HALL SOUTH 17882     |              | 06182018          | 06/26/2018   |              | 1,162.02     |                      |
| FUND TOTAL 400 Claims | to                                 | Checks                    | 21 Total     | 192,592.52 Manual |              | Held         | Total        | 192,592.52           |



SUMMARY OF ALL FUNDS

|                     |    |        |                 |                   |      |       |            |
|---------------------|----|--------|-----------------|-------------------|------|-------|------------|
| FUND 1 Claims       | to | Checks | 47 Total        | 131,644.07 Manual | Held | Total | 131,644.07 |
| FUND 157 Claims     | to | Checks | 4 Total         | 61,185.98 Manual  | Held | Total | 61,185.98  |
| FUND 160 Claims     | to | Checks | 3 Total         | 18,263.95 Manual  | Held | Total | 18,263.95  |
| FUND 171 Claims     | to | Checks | 2 Total         | 2,510.00 Manual   | Held | Total | 2,510.00   |
| FUND 172 Claims     | to | Checks | 1 Total         | 4,567.45 Manual   | Held | Total | 4,567.45   |
| FUND 176 Claims     | to | Checks | 4 Total         | 317.48 Manual     | Held | Total | 317.48     |
| FUND 300 Claims     | to | Checks | 2 Total         | 149,741.21 Manual | Held | Total | 149,741.21 |
| FUND 350 Claims     | to | Checks | 1 Total         | 13,000.00 Manual  | Held | Total | 13,000.00  |
| FUND 400 Claims     | to | Checks | 21 Total        | 192,592.52 Manual | Held | Total | 192,592.52 |
| Total for all Funds |    |        | Checks 85 Total | 573,822.66 Manual | Held | Total | 573,822.66 |

Councilwoman Martin made the motion to approve Consent Agenda Items 1-2, as presented. Councilman Colledge seconded the motion.

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

**ORDER NUMBER 120-2018**

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

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

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

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

**NAYS:**       **None**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 3, 2018.

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

**RESOLUTION NUMBER 038-2018**

**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 June 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 218 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 Colledge** and the following vote was recorded:

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

**NAYS:** None

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 3, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 06/26/2018  
**Subject:** Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of June 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 June, Mayor Phil Torjusen traveled along the Gulf Coast, MS for the purpose of meetings with JCEDF, Coast Mayors, Gulf Coast Business Council, dinners with MM, the 87th Annual MML Conference and other performances of his official duties using his personal vehicle and traveling 335 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:**

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

**ORDER NUMBER 121-2018**

**WHEREAS**, the City entered into a contract with Garner Russell and Associates on February 20, 2018 for professional services; and

**WHEREAS**, the City has determined that these services are no longer required from Garner Russell and Associates, Inc., and as such, termination of that agreement is in the best interest of the City; and

**WHEREAS**, pursuant to the terms of that contract, the City may terminate the agreement at its convenience, effective upon receipt of notice of termination;

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Garner Russell and Associates, Inc. contract is hereby authorized; and

**IT IS FURTHER ORDERED** that written notice of such termination be provided to Garner Russell and Associates, Inc. immediately; and

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

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

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

**NAYS:**       **None**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 3, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 06/27/2018  
**Subject:** Authorization for City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC

---

**REQUEST:**

The Recreation Department requests City Council authorization for the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC associated with work for renovations and upgrades to Bacot Park Complex and other engineering services.

**BACKGROUND:**

February 20, 2018 the City of Gautier entered into Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC for Bacot Park.

**DISCUSSION:**

The suspension and termination clause is indicated below:

6.06 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

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

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days as a result of Owner's action or inaction which results in a material breach of this agreement or task order, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
  - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



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

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

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

F. Payments Upon Termination:

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

**RECOMMENDATION:**

The Recreation Department recommends that City Council authorize the City Manager to terminate a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC.

City Council May:

1. Approve the termination of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC.

2. Not approve the termination of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC.

**ATTACHMENTS:**

1. Garner Russell Contract (approved)

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

Prepared by



Issued and Published Jointly by



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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date of the Agreement”) between  
\_\_\_\_\_  
**CITY OF GAUTIER, MISSISSIPPI** (“Owner”) and  
\_\_\_\_\_  
**A. GARNER RUSSELL & ASSOCIATES, INC.** (“Engineer”).

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

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

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01**    *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

**1.02**    *Task Order Procedure*

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

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished

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

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01    *Invoices***

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

### **4.02    *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01    *Opinions of Probable Construction Cost***

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

## 5.02 *Designing to Construction Cost Limit*

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

## 5.03 *Opinions of Total Project Costs*

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

# ARTICLE 6 – GENERAL CONSIDERATIONS

## 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:



- a. changes after the Effective Date of the Task Order to Laws and Regulations;
  - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
  - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

## 6.02 *Design Without Construction Phase Services*

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

## 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk; (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

## 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from

those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

#### 6.06 *Suspension and Termination*

##### A. *Suspension*

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

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
  3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
  2. By Engineer:
    - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days as a result of Owner's action or inaction which results in a material breach of this agreement or task order, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
    - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*

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

#### 6.07 *Controlling Law*

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

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

## 6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
  2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
  3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
  4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
  5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
  6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

## 6.11 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

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

#### 6.12 *Records Retention*

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

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- F. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

### **ARTICLE 7 – DEFINITIONS**

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.



13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Suggested Form of Task Order***

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

### **8.02 *Exhibits Included*:**

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- F. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

#### 8.03 *Total Agreement*

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

#### 8.04 *Designated Representatives*

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

#### 8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER: CITY OF GAUTIER, MISSISSIPPI

ENGINEER: A. GARNER RUSSELL & ASSOCIATES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Paula Yancey

Print Name: Scott Burge, PE

Title: City Manager

Title: President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required): 9550

State of : Mississippi

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

3330 Highway 90, Gautier, MS 39503

520 33<sup>rd</sup> Street, Gulfport, MS 39507

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

Paula Yancey

Chad N. Jordan, PE

Title: City Manager

Title: Project Manager

Phone Number: 228-497-8000

Phone Number: 251-421-3437

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

E-Mail Address: chad.jordan@garnerrussell.com

**ATTACHMENT 1  
SUGGESTED FORM OF  
TASK ORDER**

|                                                                |
|----------------------------------------------------------------|
| This is Task Order<br>No. _____, consisting of<br>_____ pages. |
|----------------------------------------------------------------|

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**Task Order**

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

**1. Background Data**

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

**2. Services of Engineer**

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

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

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

- B. Resident Project Representative (RPR) Services

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

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**Task Order Form**

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and American Society of Civil Engineers. All rights reserved.

C. Other Services

Engineer shall also provide the following services:

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

### 3. Additional Services

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

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

### 4. Owner's Responsibilities

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

### 5. Task Order Schedule

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

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

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

## 6. Payments to Engineer

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

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

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

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

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

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

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

## 8. Other Modifications to Agreement and Exhibits:

## 9. Attachments:

## 10. Other Documents Incorporated by Reference:

## 11. Terms and Conditions

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

The Effective Date of this Task Order is [ ].

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Engineer License or Firm's

Certificate No. (if required): \_\_\_\_\_

State of: \_\_\_\_\_

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DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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**Engineer's Services for Task Order**

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**PART 1—BASIC SERVICES**

**A1.01 Study and Report Phase Services**

**A. As Basic Services, Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

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

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
  9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
  11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

## A1.02 Preliminary Design Phase

### A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

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

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

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

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

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

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

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guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

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

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  - 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  - 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

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**Exhibit A – Engineer's Services**

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

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

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

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

## **PART 2—ADDITIONAL SERVICES**

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

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

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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**Exhibit A – Engineer's Services**

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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**Exhibit A – Engineer's Services**

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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

## **Owner's Responsibilities**

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

### **B2.01 *Specific Responsibilities***

#### **A. Owner shall:**

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

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#### **Exhibit B– Owner's Responsibilities**

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- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B– Owner's Responsibilities**

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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**Exhibit B– Owner's Responsibilities**

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Perform or provide the following:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_.

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## **Payments to Engineer for Services and Reimbursable Expenses**

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

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### **C2.01 Basis of Compensation**

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

#### **C2.02 Explanation of Compensation Methods**

##### **A. Lump Sum**

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January, 2018) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

#### C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and**



### Reimbursable Expenses Schedule

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Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

|                                                   |                                                    |
|---------------------------------------------------|----------------------------------------------------|
| Letter, Legal or Tabloid Copies                   | \$0.20/page, black and white<br>\$0.50/page, color |
| Copies of Drawings                                | \$2.00/sheet, 24" x 36"<br>\$3.00/sheet, 30" x 42" |
| Mileage (auto-outside 3 coastal county area)      | \$0.55/mile                                        |
| Meals and Lodging (outside 3 coastal county area) | at cost                                            |

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### **Standard Hourly Rates Schedule**

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The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

| <b><u>Position</u></b>                    | <b><u>Hourly Rate</u></b> |
|-------------------------------------------|---------------------------|
| Principal .....                           | \$165.00                  |
| Professional Engineer V .....             | \$155.00                  |
| Professional Engineer IV .....            | \$145.00                  |
| Professional Engineer III .....           | \$135.00                  |
| Professional Engineer II .....            | \$125.00                  |
| Professional Engineer I .....             | \$115.00                  |
| Engineer Intern III .....                 | \$115.00                  |
| Engineer Intern II .....                  | \$95.00                   |
| Engineer Intern I .....                   | \$85.00                   |
| Professional Land Surveyor .....          | \$110.00                  |
| Senior Project Manager .....              | \$115.00                  |
| Sr. Survey Crew Chief .....               | \$85.00                   |
| Sr. Resident Project Representative ..... | \$85.00                   |
| Engineering Technician III .....          | \$80.00                   |
| Engineering Technician II .....           | \$75.00                   |
| Engineering Technician I .....            | \$65.00                   |
| CADD Technician III .....                 | \$90.00                   |
| CADD Technician II .....                  | \$80.00                   |
| CADD Technician I .....                   | \$70.00                   |
| Project Technician .....                  | \$70.00                   |
| Administrative/Clerical .....             | \$65.00                   |
| Surveys with RTK GPS Equipment .....      | \$15.00                   |

This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_.

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### **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

## Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

- A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

|                                                               |                    |
|---------------------------------------------------------------|--------------------|
| a. Workers' Compensation                                      | Statutory          |
| b. Employer's Liability -                                     |                    |
| 1. Each Accident:                                             | \$ 100,000         |
| 2. Disease, Policy Limit:                                     | \$ 500,000         |
| 3. Disease, Each Employee:                                    | \$ 100,000         |
| c. General Liability -                                        |                    |
| 1. Each Occurrence (Bodily Injury and Property Damage):       | \$ 1,000,000       |
| 2. General Aggregate:                                         | \$ 2,000,000       |
| d. Excess or Umbrella Liability -                             |                    |
| 1. Each Occurrence:                                           | NONE               |
| 2. General Aggregate:                                         | NONE               |
| e. Automobile Injury -                                        |                    |
| 1. Bodily Injury:                                             |                    |
| a. Each Accident                                              | N/A                |
| 2. Property Damage:                                           |                    |
| a. Each Accident                                              | N/A                |
| (OR)                                                          |                    |
| 1. Combined Single Limit (Bodily Injury and Property Damage): | \$ 1,000,000       |
| Each Accident                                                 |                    |
| f. Other (specify):                                           |                    |
| _____ N/A _____                                               | \$ _____ N/A _____ |

---

### Exhibit G - Insurance

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.



2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ \_\_\_\_\_
  - 2) Bodily injury by disease, each employee \$ \_\_\_\_\_
  - 3) Bodily injury/disease, aggregate \$ \_\_\_\_\_
- c. General Liability –
- 1) General Aggregate: \$ \_\_\_\_\_
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$ \_\_\_\_\_
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ \_\_\_\_\_
  - 2) General Aggregate: \$ \_\_\_\_\_
- e. Automobile Liability –
- 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$ \_\_\_\_\_
- f. Other (specify): \$ \_\_\_\_\_

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as an additional insured.

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Exhibit G - Insurance

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_.

**Amendment To Task Order No.** \_\_\_\_\_

---

**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

***[List other Attachments, if any]***

### 3. Task Order Summary (Reference only)

- |    |                                  |       |
|----|----------------------------------|-------|
| a. | Original Task Order amount:      | \$[ ] |
| b. | Net change for prior amendments: | \$[ ] |
| c. | This amendment amount:           | \$[ ] |
| d. | Adjusted Task Order amount:      | \$[ ] |

---

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

**Councilman Colledge** made the motion to enter closed session to determine whether or not to enter executive session.

**Councilwoman Martin** seconded the motion. Vote was carried unanimously.

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**Councilman Colledge** made the motion to enter executive session to discuss proposed property acquisition.

**Councilwoman Martin** seconded the motion. Vote was carried unanimously.

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**Councilman Colledge** left executive session at 6:48 PM.

---

**Councilman Vaughan** made the motion to go back into open session.

**Councilwoman Martin** seconded the motion. Vote was carried unanimously.

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**Councilman Vaughan** made the motion to recess until July 17, 2018 at 6:30PM. Motion seconded by **Councilwoman Martin** and unanimously carried.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER  
Consent Agenda Item #10  
Fact Sheet**

**Council Meeting:**  
**Title:**

**July 17, 2018  
Receive May & June 2018 Privilege License  
Reports**

**Introduced by:**  
**Contact Person/Telephone**

**Cynthia Russell 497-8000 ext. 302**

---

**Summary Explanation: Receive May & June 2018 Privilege License Reports.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

|          |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Torjusen | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|

**Second Made by:**

|          |                          |        |                          |        |                          |         |                          |         |                          |          |                          |          |                          |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|
| Torjusen | <input type="checkbox"/> | Martin | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Vaughan | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Colledge | <input type="checkbox"/> |
|----------|--------------------------|--------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|----------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Torjusen</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Martin</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2018**

**WHEREAS**, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for May & June 2018 is hereby received.

**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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

|                        |                         |                                   |                      |                      |
|------------------------|-------------------------|-----------------------------------|----------------------|----------------------|
|                        |                         | <b>City of Gautier</b>            |                      |                      |
|                        |                         | <b>Business Registry</b>          |                      |                      |
|                        |                         | <b>May 2018</b>                   |                      |                      |
| <b><u>ACCOUNT#</u></b> | <b><u>LICENSE #</u></b> | <b><u>BUSINESS NAME/OWNER</u></b> | <b><u>AMOUNT</u></b> | <b><u>STATUS</u></b> |
| 1367                   | 2019-05-0005882         | Gautier Little Ceasers            | \$60.00              | Current              |
| 498                    | 2019-05-0005883         | Mary Walker Marina                | \$35.00              | Current              |
| 1481                   | 2019-05-0005884         | Extreme Auto                      | \$20.00              | New                  |
| 433                    | 2019-05-0005885         | Tucei's                           | \$35.00              | Delinquent           |
| 484                    | 2019-05-0005886         | Auto Air of Gautier               | \$20.00              | Current              |
| 397                    | 2018-04-0005887         | Dr. Edward R. Cohen               | \$30.00              | Delinquent           |
| 843                    | 2019-05-0005888         | All Washed Up                     | \$20.00              | Current              |
| 506                    | 2019-05-0005889         | Economy Boots                     | \$20.00              | Current              |
| 979                    | 2019-05-0005890         | D&S Marine                        | \$49.00              | Delinquent           |
| 1074                   | 2019-05-0005891         | Shay Collins                      | \$30.00              | Current              |
| 1188                   | 2018-11-0005892         | Gautier Senior Care Center        | \$23.00              | Delinquent           |
| 1425                   | 2019-04-0005894         | Domino's Pizza                    | \$30.00              | Delinquent           |
| 220                    | 2019-05-0005895         | Noble Realty                      | \$20.00              | Current              |
| 481                    | 2019-05-0005896         | Shell Landing Golf Club           | \$45.00              | Current              |
| 1411                   | 2019-03-0005897         | Tenesha & Company                 | \$22.20              | Delinquent           |
| 1478                   | 2019-04-0005898         | Dollar General #18932             | \$97.50              | New                  |
| 1148                   | 2019-05-0005899         | RedBox Automated Retail           | \$45.00              | Current              |
| 496                    | 2019-05-0005900         | Family Dollar                     | \$97.50              | Current              |
| 1368                   | 2019-05-0005901         | Brock Services, LLC               | \$20.00              | Current              |
| 1482                   | 2019-05-0005902         | T&T Rents, LLC                    | \$20.00              | New                  |
| 760                    | 2019-05-0005903         | Tobey L. Bartee                   | \$20.00              | Current              |
| 1429                   | 2019-05-0005904         | Big Dog Liquor Store              | \$20.00              | Current              |
| 841                    | 2019-05-0005905         | Trinity House                     | \$20.00              | Current              |
| 1483                   | 2019-05-0005906         | Guardian Halo Health Care, LLC    | \$20.00              | New                  |
| 913                    | 2019-05-0005907         | Volunteer In Medicine Gautier     | \$20.00              | Current              |
| 494                    | 2019-05-0005908         | Chuck Stevens Automotive          | \$96.00              | Current              |
| 1484                   | 2019-05-0005809         | Greater Home & Auto Insurance     | \$20.00              | New                  |
| 1269                   | 2019-06-0005910         | McCabe Orthodontics, PLLC         | \$30.00              | Current              |

|      |                 |                            |            |         |
|------|-----------------|----------------------------|------------|---------|
| 1319 | 2019-05-0005911 | Southern Hands Catering    | \$20.00    | Current |
|      |                 | <b>Total:</b>              | \$1,005.20 |         |
|      |                 |                            |            |         |
|      |                 |                            |            |         |
|      |                 |                            |            |         |
|      |                 | New Business               | 5          |         |
|      |                 | Slot Amusement             | 0          |         |
|      |                 | Due Refund                 | 0          |         |
|      |                 | Transient Vendor           | 0          |         |
|      |                 | Closed Business            | 0          |         |
|      |                 | Delinquent Renewals Issued | 6          |         |
|      |                 |                            |            |         |



# City of Gautier

## Business Registry

### June 2018

| <u>ACCOUNT#</u> | <u>LICENSE #</u> | <u>BUSINESS NAME/OWNER</u>       | <u>AMOUNT</u> | <u>STATUS</u> |
|-----------------|------------------|----------------------------------|---------------|---------------|
| 601             | 2019-05-0005912  | A&V Cleaning                     | \$20.00       | Delinquent    |
| 1046            | 2019-01-0005913  | Kuttin' Up                       | \$22.80       | Delinquent    |
| 501             | 2019-05-0005914  | Larry Bell Quality Food Service  | \$22.00       | Delinquent    |
| 995             | 2019-06-0005915  | Hickory Hills Pottery            | \$20.00       | Current       |
| 479             | 2019-05-0005916  | River Chase Village              | \$165.00      | Delinquent    |
| 504             | 2019-05-0005917  | Eco- Tours of South Mississippi  | \$20.00       | Delinquent    |
| 777             | 2019-06-0005918  | Larry's Pool & Handyman Service  | \$20.00       | Current       |
| 413             | 2019-04-0005919  | Magnolia State Construction Inc  | \$22.20       | Delinquent    |
| 1418            | 2019-04-0005920  | Southern Signs                   | \$22.20       | Delinquent    |
| 634             | 2019-06-0005921  | Robinson Realty, LLC             | \$20.00       | Current       |
| 453             | 2019-02-0005922  | Southern Cuts and Styles         | \$22.60       | Delinquent    |
| 1364            | 2019-04-0005923  | Amedisys Home Health Inc         | \$36.63       | Delinquent    |
| 605             | 2019-06-0005924  | Audio Wave                       | \$20.00       | Current       |
| 1485            | 2019-06-0005925  | Martin's Tire                    | \$20.00       | New           |
| 536             | 2019-06-0005926  | Lowe's                           | \$1,840.00    | Current       |
| 1486            | 2019-06-0005927  | 491 Dolphin Gautier Holdings, LL | \$30.00       | New           |
| 789             | 2019-06-0005928  | Quality Aero, Inc.               | \$20.00       | Current       |
| 1325            | 2019-06-0005929  | CVS Pharmacy                     | \$250.00      | Current       |
| 1487            | 2019-06-0005930  | Quality Home Repair By Lee       | \$20.00       | New           |
| 607             | 2019-06-0005931  | Cash Now # 208                   | \$20.00       | Current       |
| 1260            | 2019-04-0005932  | Certificataion Services Inc      | \$22.20       | Delinquent    |
| 1354            | 2019-02-0005933  | Possom Palaces LLC               | \$22.60       | Delinquent    |
| 618             | 2019-06-0005934  | Handy Lock Self Storage          | \$20.00       | Current       |
| 622             | 2019-06-0005935  | Handy Lock LLC                   | \$20.00       | Current       |
| 612             | 2019-06-0005936  | D&D Consulting                   | \$20.00       | Current       |
| 267             | 2019-06-0005937  | American Lube Fast               | \$30.00       | Current       |
| 769             | 2019-06-0005938  | Delta Sanitaiton LLC             | \$150.00      | Current       |
| 379             | 2019-05-0005941  | Bunny Bread Warehouse            | \$20.00       | Delinquent    |

|      |                 |                                |            |         |
|------|-----------------|--------------------------------|------------|---------|
| 1488 | 2019-06-0005942 | Studio 613 Tattoo and Piercing | \$20.00    | New     |
| 620  | 2019-06-0005943 | Dirt Cheap LLC                 | \$50.00    | Current |
| 616  | 2019-06-0005944 | Gautier Family Dentistry       | \$30.00    | Current |
| 626  | 2019-06-0005945 | Andersen- Wells LLC            | \$20.00    | Current |
| 985  | 2019-06-0005946 | Vivint, Inc                    | \$30.00    | Current |
| 615  | 2019-06-0005947 | G&S Construction Co.           | \$20.00    | Current |
| 1438 | 2019-07-0005948 | El Tapatio Mexican Restaurant  | \$45.00    | Current |
| 1152 | 2019-06-0005949 | R&R Lawn Care                  | \$20.00    | Current |
| 623  | 2019-06-0005950 | Joseph's Contracting LLC       | \$20.00    | Current |
|      |                 | <b>Total:</b>                  | \$3,173.23 |         |
|      |                 |                                |            |         |
|      |                 |                                |            |         |
|      |                 | New Business                   | 4          |         |
|      |                 | Slot Amusement                 | 0          |         |
|      |                 | Due Refund                     | 0          |         |
|      |                 | Transient Vendor               | 0          |         |
|      |                 | Closed Business                | 0          |         |
|      |                 | Delinquent Renewals Issued     |            |         |
|      |                 |                                |            |         |
|      |                 |                                |            |         |

**CITY OF GAUTIER, MISSISSIPPI  
STUDY AGENDA  
July 17, 2018**

**ITEM DESCRIPTION:**

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**Citizen Comments**

**City Council Comments**

**City Manager Comments**

**City Clerk Comments**

**City Attorney Comments**

**NOTES:**

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