

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Gautier
3336 Hwy 90, Gautier, Ms. 39553

2. List the date and population of the latest official U.S. Census or most recent official census:

2012 - 18,554

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

see attached

4. Period of time covered by this questionnaire:

From: 10/1/2012 To: 9/30/2013

5. Expiration date of current elected officials' term: 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|-----|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| · Board or council members (Sec. 21-17-5) | Y |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| · Municipal clerk (Section 21-15-38) | Y |
| · Deputy clerk (Section 21-15-23) | Y |
| · Chief of police (Section 21-21-1) | Y |
| · Deputy police (Section 45-5-9) (if hired under this law) | N/A |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y |

IV-B1

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) N/a

- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
- 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
- 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) n/a
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) n/a
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) y
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) y
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) y
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) y
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) y
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) N
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) y

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2013

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gautier, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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

ORDER NUMBER 280-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to accept maintenance agreement with the City and South Mississippi Business Machines (SMBM) for the maintenance and supplies of the Sharp copier MX-M550U Serial #75005953 in the amount of \$1,245.00

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: October 9, 2013
Subject: Maintenance Agreement for SMBM (South Mississippi Business Machines)

REQUEST:

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and SMBM (South Mississippi Business Machines) for the maintenance and supplies of the Sharp copier MX-M550U Serial # 75005953 in the amount of One thousand two hundred forty five dollars (\$1,245.00).

BACKGROUND:

The cost of the agreement is set per 20,000 per QTR. Overage rate will be .018. The maintenance agreement covers all parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers.

RECOMMENDATION:

Based on the attached information from SMBM (South Mississippi Business Machines) City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Sharp MX-M550U. in the amount of one thousand two hundred forty five dollars (\$1,245.00).

FINANCIAL:

The cost of the maintenance agreement is funded though the Police Department budget 001-100-699.

ATTACHMENT(S):

SMBM (South Mississippi Business Machines)



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COPIER SERVICE AGREEMENT

Account # 043300 Customer Name CITY OF GAUTIER
 Mach ID# 6941 Address or Location POLICE DEPT. 3330 HWY 90
 Contract # MC 13590 City, State, Zip GAUTIER, MS 39553 Phone # 497-8007 SHANNON
 Install Date 7-9-2007 Model # SHARP MX-M550U Serial # 75005953

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$115.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 64,800 black copies. Any toner used above these limits will be chargeable at current SMBM rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing. See note below for any exceptions to these terms.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 09-29-13 Contract Type: Monthly Quarterly Semi-Annually Annually
 Black Base Rate \$ 1,245.00 Copy Allowance 20,000 QTR Overage Rate .018 CPC Rate _____

Exceptions to this Agreement: _____

Printed Name: _____ Purchase Order # _____ Beginning Meter: _____

Signature: _____ Title: _____ Date _____

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

ORDER NUMBER 281-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to waive Administration Fees in the amount of \$1,200.00 for water installation at the Gautier High School Football Field House pursuant to the city's Comprehensive Fee Schedule adopted April 16, 2013.

IT IS FURTHER ORDERED that the waiver is necessary for expansion of Recreation Facilities for the Gautier student body.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.



City of Gautier
 Utilities Department
 P O Box 670
 Gautier, Ms 39553



Request for Water and/or Sewer Installation

Date: 11-1-13 Work Order # 74055
 Name: Nadim Rouse (Gautier High School Football Field House)
 Telephone: 828-5630 Work: _____ Cell: _____ Fax: _____
 Location: 4307 Gautier Vancleave
 Lot # _____ Subdivision: _____

Type of installation:

- Single dwelling residence (House)
- Commercial type of business
- Townhouse, Restaurants, Apartments

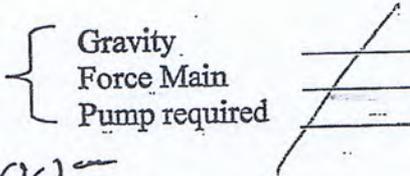
3/4 inch meter

3 inch water line

(All commercial, townhouses, apartments, etc., must provide the City of Gautier with drawings and specifications that will be reviewed by the water and sewer manager before a quote is provided.)

Meter size requested: 3"

Sewer size requested: 1 1/4"



Administration Fee (Water) \$ 1,200.-
 Administration Fee (Sewer) \$ 0
 Tap Fees:
 Water & Sewer Tap \$ 0
 2nd Water Meter \$ _____
 Meter Deposit \$ _____
 Sales Tax \$ _____
 Total Charges \$ _____

Sewer Inspection \$ 15.00 0
 Connection Fee \$ 30.00 0
 Additional Charges \$ _____

Estimated number of working days to install: _____
 Received by: _____
 Quote given by: Ju Shust
 Customer contacted by: _____

Date: _____
 Date: 11-1-13
 Date: _____

Comments: Contractor Provides all parts and labor for the water line.