

Tuesday
July 15, 2014
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 July 15, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Josh Danos and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 15, 2014 @ 6:30 PM**

- I. Call to Order
 - 1 Prayer
 - 2 Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
- IV. Presentation Agenda
 - 1 Recognition of the Gautier Historic Preservation Commission for receiving the 2014 Heritage Award for Distinguished Service
- V. Public Agenda
 - 1 Agenda Comments
- VI. Business Agenda
 - 1 Order approving a base bid from The Creel Company in the amount of \$2,168,154.30 for the 1MGD treatment facility for color removal using ion exchange, including piping, electrical, mechanical, etc., and related appurtenances.
 - 2 Consideration to utilize SportsConductor for online league registration and allow for credit card payments through Hancock Bank/First Data for the convenience of citizens.
 - 3 Order approving a submission of application to K-9 Crime Stoppers organization for a Police Department Service Dog Replacement.
 - 4 Order approving the acceptance of funding from the U.S. Department of Homeland Security – Federal Emergency Management Agency for FY 2013 Assistance to Firefighters Grant (AFG) funding.

- 5 Order approving Docket of Claims.
 - 6 Consideration of revisions to the Smokefree Ordinance (Rusty Anderson, Councilman).
 - 7 Discussion of Recreation Advisory Committee's next tasks and responsibilities.
- VII. Consent Agenda **(All items approved in one motion)**
- 1 Order receiving May and June 2014 Privilege License Report.
 - 2 Order approving Minutes from the July 1, 2014 Regular Council Meeting.
 - 3 Resolution approving the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice.
 - 4 Order approving the request from Pascagoula School District request to waive fees for Gautier High School Baseball and Softball Facilities in the amount of \$8,049.00.
 - 5 Order approving the revised Easement Agreement with Lowe's Home Centers, LLC to include a covenant to ensure Lowe's will properly maintain their stormwater SWPPP agreements.

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
July 15, 2014**

- 1 Discuss Citizen Comments
 - 1 Gilbert Ramsay representing the Adaptive Sports Program.
 - 2 Donald B. Pope discussing ClearWater Solutions vehicle tags.
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss City Clerk Comments
- 5 Discuss City Attorney Comments

Adjourn until August 5, 2014 @ 6:30 PM
www.gautier-ms.gov

Motion made by Councilwoman Martin to move Business Item #6 – Consideration of revisions to the Smokefree Ordinance to Business Item #1 and approve the agenda order. Motion seconded by Councilman Hurley Ray Guillotte and unanimously carried.

Announcements – None

Presentation

- 1 Recognition of the Gautier Historic Preservation Commission for receiving the 2014 Heritage Award for Distinguished Service.

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

ORDINANCE NUMBER 221-2014

**ORDINANCE PROHIBITING SMOKING
IN CERTAIN PUBLIC PLACES AND PLACES OF EMPLOYMENT**

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 15 OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, PROHIBITING SMOKING IN CERTAIN VENUES OPEN TO THE PUBLIC AND PLACES OF EMPLOYMENT, BY ADDING AN EXCEPTION FOR BARS, AND AN EXCEPTION FOR RESTAURANTS AND BUSINESSES WITH ENCLOSED SMOKING ROOMS WITH PROPER VENTILATION; AND SETTING AN EFFECTIVE DATE OF AUGUST 15, 2014.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

- A. After the adoption of a comprehensive smoke-free ordinance that went into effect on July 4, 2014, the Gautier City Council received feedback from some bars and restaurants requesting exceptions to the smoking prohibition.
- A. In the interest of supporting local businesses, the City Council finds and declares that while the purpose of this ordinance is to protect the public health and welfare of the citizens of this community by prohibiting smoking in public places and places of employment as defined hereafter; some exceptions should be made for bars, and for restaurants and businesses that have enclosed smoking rooms with proper ventilation.

SECTION 2. Amendment of Chapter 15, Article III, Division 3, Section 15-54

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 15, Article III Tobacco Products, Division 3- Smoking Prohibitions, Section 15-54- Smoking Prohibited in Certain Public Places and Places of Employment is hereby amended by:

- a.17 deleting “bars” from the definition of a public place,
- c.3 deleting “bars” from the list of indoor places where smoking is prohibited,
- c.19 (# revised) adding to the smoking prohibition for Restaurants “with the exception of those rooms in a restaurant designated as enclosed smoking rooms with proper ventilation.”
- d.4 adding “Bars” as an exception to the smoking prohibition,
- d.5 adding as an exception to the smoking prohibition: “those rooms in restaurants and businesses designated as enclosed smoking rooms with proper ventilation.”

(Deletions are marked below with ~~strikethroughs~~ and additions are underlined. Sequences are also re-numbered as needed.)

ARTICLE III. TOBACCO PRODUCTS

Division 3. Smoking Prohibitions

Section 15-54. Smoking Prohibited in Certain Public Places and Places of Employment

a) Definitions

The following definitions shall apply in the construction and enforcement of this section:

- (1) *Bars.* Means any premises where non-alcoholic or alcoholic beverages are sold or consumed.
- (2) *Business.* Means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- (3) *Child Care Facility.* Means any state licensed child care facility including, but not limited to, licensed family day care or licensed group day care centers, licensed day camps, certified school-age programs and head start programs.
- (4) *City Buildings.* Means all City-owned and operated buildings and those portions of buildings leased and operated by the City.
- (5) *City Vehicles.* Means all automobiles, trucks, heavy equipment or motorized units owned, operated or leased by the City.
- (6) *Common Areas of Buildings.* Means all areas not part of a tenant's leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.
- (7) *Employee.* Means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full-time, part-time, temporary or contracted

for from a third party; employee also means any person who serves as a volunteer for a business or non-profit entity.

(8) *Employer.* Means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one or more individuals.

(9) *Enclosed Area.* Means all space between a floor and a ceiling which is enclosed on all sides by walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling.

(10) *Entrance.* Means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

(11) *Health Care Facility.* Means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms, wards and entrances in the health care facilities.

(12) *Hotel and Motel.* Means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

(13) *Mall.* Means any enclosed indoor area containing common areas and discreet businesses primarily devoted to the retail sale of goods and services.

(14) *Place of Employment.* Means an enclosed area controlled by the employer which employees normally frequent during the course of employment, including but not limited to, work areas, employee lounges and restrooms, conference rooms and class rooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators,

medical facilities, stairs, vehicles and all other enclosed facilities. A private residence is not a “place of employment” within the meaning of this section unless it used as a child care facility, adult day care, or health care facility.

(15) *Private Club.* Means a facility owned or operated by an associational corporation, which does not operate for a pecuniary gain or have regular employees. Affairs and management of the organization are typically conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and a constitution, or charter, to govern its activities. It is an organization that has been granted an exemption from the payment of federal income taxes as a “club” under 26 U.S.C. Section 501 of the Internal Revenue Code. Entry into and use of a private club is restricted to members only and the invited public.

(16) *Private Residence.* Means premises owned, rented or leased for permanent or semi-permanent habitation.

(17) *Public Place.* Means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, ~~bars~~, educational facilities, health care facilities, hotel and motel lobbies, laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a “public place” unless it used as a child care, adult day care, or health care facility.

(18) *Restaurant.* Means any eating establishment, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. This term also includes a bar area within the restaurant.

(19) *Retail Tobacco Store.* Means an establishment which is not required to possess a retail food permit, whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times,

and which maintains a valid permit for the retail sale of tobacco products. A retail tobacco store that permits smoking on the premises shall post in a clear and conspicuous manner a sign at each entrance warning persons entering the establishment that smoking may be present on the premises, and that persons under the age of 18 years may not enter the premises.

(20) *Service Line.* Means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

(21) *Smoking.* Means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form.

(22) *Sports Arena or Venue.* Means any sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller skating rinks and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sporting, cultural, recreational, or other events.

(23) *Tobacco Products.* Means cigars, cigarettes, chewing tobacco, snuff, or any other product in which tobacco is a primary ingredient and is either inhaled as in smoking, or chewed or dipped as in the use of chewing tobacco, or snuff.

(b) *City Property*

All City buildings, vehicles and sports arenas are subject to the provisions of this section and the use of tobacco products of any kind in such City buildings, vehicles or sports arenas is hereby prohibited.

(c) *Smoking Prohibited in Indoor Public Places*

Except as otherwise provided herein, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

(1) Aquariums, galleries, libraries and museums.

(2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices,

banks, laundromats, hotels and motels.

~~(2) Bars.~~

(3) Bingo facilities.

(4) Child care facilities.

(5) Common areas in bed and breakfast establishments, hotels and motels and common areas of buildings.

(6) Convention facilities.

(7) Educational facilities.

(8) Elevators and enclosed stairwells.

(9) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.

(10) Health care facilities.

(11) Hotel and motel lobbies.

(12) Indoor shopping malls.

(13) Lobbies, hallways and any other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.

(14) Polling places.

(15) Public forms of transportation, including but not limited to buses, taxicabs, or other public passenger vehicles.

(16) Public bus and transfer point shelters.

(17) Public places including parking garages and jails.

(18) Retail stores.

(19) Restaurants with the exception of those rooms in a restaurant designated as enclosed smoking rooms with proper ventilation.

(20) Restrooms, chambers, places of meeting or public assembly, including school buildings,

under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City.

(21) Self-service laundry facilities.

(22) Service lines.

(23) Service lobbies, waiting areas, and common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.

(24) Sports arenas and venues.

(25) Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist, optician, or other medical services provider.

(d) Exceptions

The following areas shall not be subject to the smoking restrictions of this section:

(1) Private residences except those being used for a child care, adult day care or health care facility.

(2) Retail tobacco stores as defined hereinabove.

(3) Private clubs.

(4) Bars.

(5) Those rooms in restaurants and businesses designated as enclosed smoking rooms with proper ventilation.

(e) Smoking prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas as follows:

(1) Within 10 feet immediately preceding the primary means of ingress and egress of an area where smoking is prohibited.

(2) Seating areas of outdoor sports arenas and venues.

(f) Signage

Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer, owner or other person in charge of the building. Signage shall include the international no smoking symbol and be no smaller than 6”x6”. It shall be unlawful for any person to remove, deface or destroy any sign required by this section, or to smoke in a place where any such sign is posted.

(g) Proprietor’s Responsibilities

The proprietor, employer, owner, or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that he extinguish his cigarette or tobacco product and refrain from smoking. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall post signage as required by this ordinance. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by this section by the owner, operator, manager, employer or other person having control of the premises.

(h) Enforcement

The chief of police, or his designee, shall have the power to enter upon the premises covered by this section to ascertain whether the premises are in compliance with this section. Any person who desires to register a complaint under this section may contact the police department. A copy of this section shall be kept on file at the Economic Development & Planning Department/City Hall and shall be given to all applicants for a business license in the City. Applicable fines for violation of this ordinance may be found in the City’s Comprehensive Fee Schedule.

(i) Non-retaliation

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer, because that employee, applicant or

customer exercises any rights afforded by this section or reports, or attempts to prosecute, a violation of the section.

SECTION 3. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 5. This Article shall be effective thirty (30) days from and after the date of its adoption.

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

AYES: Rusty Anderson
 Adam Colledge
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan

NAYS: Gordon Gollott
 Mary Martin

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 15th day of July, 2014.

Gordon Gollott, Mayor

Approved as to form and legal sufficiency

Joshua W. Danos, Esq.

Attest: _____
Cynthia Russell
City Clerk

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

ORDINANCE NUMBER 217-2014

**ORDINANCE PROHIBITING SMOKING
IN CERTAIN PUBLIC PLACES AND PLACES OF EMPLOYMENT**

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 15 OFFENSES AND MISCELLANEOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, PROHIBITING SMOKING IN CERTAIN VENUES OPEN TO THE PUBLIC AND PLACES OF EMPLOYMENT; AND SETTING AN EFFECTIVE DATE JULY 4, 2014.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on April 15, 2014 and received public feedback through the month of May 2014 on the potential adoption of a smokefree ordinance.
- B. In the interest of public health and safety, the City Council finds and declares that the purpose of this ordinance is to protect the public health and welfare of the citizens of this community by prohibiting smoking in public places and places of employment as defined hereafter.

SECTION 2. Amendment of Chapter 15

Article 1, Section 15-4 Smoking in Public Buildings is repealed as this is now covered by the amended Chapter 15, Article III, Division 3, Section 15-54.

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 15, Article III Tobacco Products is hereby amended by adding Division 3- Smoking Prohibitions, Section 15-54- Smoking Prohibited in Certain Public Places and Places of Employment (as shown below).

ARTICLE III. TOBACCO PRODUCTS

Division 3. Smoking Prohibitions

Section 15-54. Smoking Prohibited in Certain Public Places and Places of Employment

a) Definitions

The following definitions shall apply in the construction and enforcement of this section:

- (1) *Bars.* Means any premises where non-alcoholic or alcoholic beverages are sold or consumed.
- (2) *Business.* Means any sole proprietorship, partnership, joint venture, corporation or other

- business entity formed for profit making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- (3) *Child Care Facility.* Means any state licensed child care facility including, but not limited to, licensed family day care or licensed group day care centers, licensed day camps, certified school-age programs and head start programs.
- (4) *City Buildings.* Means all City-owned and operated buildings and those portions of buildings leased and operated by the City.
- (5) *City Vehicles.* Means all automobiles, trucks, heavy equipment or motorized units owned, operated or leased by the City.
- (6) *Common Areas of Buildings.* Means all areas not part of a tenant's leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.
- (7) *Employee.* Means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full-time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or non-profit entity.
- (8) *Employer.* Means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one or more individuals.
- (9) *Enclosed Area.* Means all space between a floor and a ceiling which is enclosed on all sides by walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling.
- (10) *Entrance.* Means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.
- (11) *Health Care Facility.* Means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological

conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms, wards and entrances in the health care facilities.

(12) *Hotel and Motel.* Means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

(13) *Mall.* Means any enclosed indoor area containing common areas and discreet businesses primarily devoted to the retail sale of goods and services.

(14) *Place of Employment.* Means an enclosed area controlled by the employer which employees normally frequent during the course of employment, including but not limited to, work areas, employee lounges and restrooms, conference rooms and class rooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators, medical facilities, stairs, vehicles and all other enclosed facilities. A private residence is not a “place of employment” within the meaning of this section unless it used as a child care facility, adult day care, or health care facility.

(15) *Private Club.* Means a facility owned or operated by an associational corporation, which does not operate for a pecuniary gain or have regular employees. Affairs and management of the organization are typically conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and a constitution, or charter, to govern its activities. It is an organization that has been granted an exemption from the payment of federal income taxes as a “club” under 26 U.S.C. Section 501 of the Internal Revenue Code. Entry into and use of a private club is restricted to members only and the invited public.

(16) *Private Residence.* Means premises owned, rented or leased for permanent or semi-permanent habitation.

- (17) *Public Place.* Means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a “public place” unless it used as a child care, adult day care, or health care facility.
- (18) *Restaurant.* Means any eating establishment, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. This term also includes a bar area within the restaurant.
- (19) *Retail Tobacco Store.* Means an establishment which is not required to possess a retail food permit, whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products. A retail tobacco store that permits smoking on the premises shall post in a clear and conspicuous manner a sign at each entrance warning persons entering the establishment that smoking may be present on the premises, and that persons under the age of 18 years may not enter the premises.
- (20) *Service Line.* Means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.
- (21) *Smoking.* Means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any form.
- (22) *Sports Arena or Venue.* Means any sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller skating rinks and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sporting, cultural, recreational, or other events.

(23) *Tobacco Products.* Means cigars, cigarettes, chewing tobacco, snuff, or any other product in which tobacco is a primary ingredient and is either inhaled as in smoking, or chewed or dipped as in the use of chewing tobacco, or snuff.

(b) *City Property*

All City buildings, vehicles and sports arenas are subject to the provisions of this section and the use of tobacco products of any kind in such City buildings, vehicles or sports arenas is hereby prohibited.

(c) *Smoking Prohibited in Indoor Public Places*

Except as otherwise provided herein, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- (1) Aquariums, galleries, libraries and museums.
- (2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels and motels.
- (3) Bars.
- (4) Bingo facilities.
- (5) Child care facilities.
- (6) Common areas in bed and breakfast establishments, hotels and motels and common areas of buildings.
- (7) Convention facilities.
- (8) Educational facilities.
- (9) Elevators and enclosed stairwells.
- (10) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
- (11) Health care facilities.
- (12) Hotel and motel lobbies.
- (13) Indoor shopping malls.

- (14) Lobbies, hallways and any other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (15) Polling places.
- (16) Public forms of transportation, including but not limited to buses, taxicabs, or other public passenger vehicles.
- (17) Public bus and transfer point shelters.
- (18) Public places including parking garages and jails.
- (19) Retail stores.
- (20) Restaurants.
- (21) Restrooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City.
- (22) Self-service laundry facilities.
- (23) Service lines.
- (24) Service lobbies, waiting areas, and common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- (25) Sports arenas and venues.
- (26) Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist, optician, or other medical services provider.

(d) Exceptions

The following areas shall not be subject to the smoking restrictions of this section:

- (1) Private residences except those being used for a child care, adult day care or health care facility.
- (2) Retail tobacco stores as defined hereinabove.
- (3) Private clubs.

(e) Smoking prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas as follows:

(1) Within 10 feet immediately preceding the primary means of ingress and egress of an area where smoking is prohibited.

(2) Seating areas of outdoor sports arenas and venues.

(f) Signage

Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer, owner or other person in charge of the building. Signage shall include the international no smoking symbol and be no smaller than 6"x6". It shall be unlawful for any person to remove, deface or destroy any sign required by this section, or to smoke in a place where any such sign is posted.

(g) Proprietor's Responsibilities

The proprietor, employer, owner, or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that he extinguish his cigarette or tobacco product and refrain from smoking. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall post signage as required by this ordinance. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by this section by the owner, operator, manager, employer or other person having control of the premises.

(h) Enforcement

The chief of police, or his designee, shall have the power to enter upon the premises covered by this section to ascertain whether the premises are in compliance with this section. Any person who desires to register a complaint under this section may contact the police department. A copy of this section shall be kept on file at the Economic Development & Planning Department/City Hall and shall be given to all applicants for a business license in the City. Applicable fines for violation of this ordinance may be found in the City's Comprehensive Fee Schedule.

(i) *Non-retaliation*

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer, because that employee, applicant or customer exercises any rights afforded by this section or reports, or attempts to prosecute, a violation of the section.

SECTION 3. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

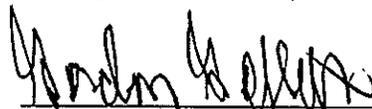
SECTION 4. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 5. This Article shall be effective thirty (30) days from and after the date of its adoption.

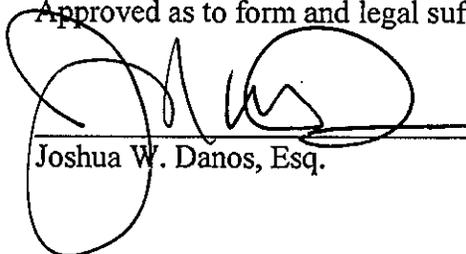
Thereupon, upon motion duly made by **Councilman Colledge**, seconded by **Councilman Anderson**, to adopt the foregoing ordinance and received the following votes:

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

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 3rd day of June, 2014.



Gordon Gollott, Mayor

Approved as to form and legal sufficiency


Joshua W. Danos, Esq.

Attest: 

Cynthia Russell
City Clerk

Motion made by Councilwoman Martin to recess for 15 minutes at 7:08 P.M. Motion seconded by Councilman Colledge and unanimously carried.

Motion made by Councilwoman Martin to resume Council Meeting at 7:23 P.M. Motion seconded by Councilman Guillotte and unanimously carried.

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

ORDER NUMBER 160-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the base bid from the Creel Company in the amount of \$2,168,154.30 for the 1MDG treatment facility for color removal using ion exchange, including piping, electrical, mechanical, etc., and related appurtenances is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 15, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: July 10th, 2014
Subject: Ion Exchange Water Treatment Plant

REQUEST:

City Council authorization is requested to accept the base bid of \$2,168,154.30 from The Creel Company for the 1MGD treatment facility for color removal using ion exchange, including piping, electrical, mechanical, etc., and related appurtenances.

BACKGROUND:

The City of Gautier's ion exchange filtration system will be the first water filtration system in the State of Mississippi to utilize the cutting-edge technology of ion exchange. The goals of Gautier's water filtration project are to remove the brownish tint in the water pulled from some of the city wells, with comparative low capital costs and low operations and maintenance cost. Upon study, research, national site visits and several pilots, Gautier's team of professionals determined that ion exchange offers the same clarity as reverse osmosis, with significantly reduced annual operations and maintenance costs.

The City Council adopted its Clear Water Plan January 2, 2013. The plan established three phases for a comprehensive water filtration system. The attached request for proposals allows for the construction of the first phase, given existing water demand and capacity. The first phase will construct a 1 million gallon per day (MGD) Ion Exchange Facility at the Public Works site on Gautier-Vancleave Road. The pipe system will tie four wells to the filtration system, and distribute the filtered water through the rest of the City's water system. These wells represent those with the most significant brownish tint. They are: the town commons well, Beasley well, Honduras well and Gautier-Vancleave well.

It is the professional opinion of Goodwyn Mills and Cawood Engineering that phase one may likely clarify water for all potable water users in Gautier because the filtered water will circulate through water storage tanks and throughout the system. The City currently pumps an average 1.6 MGD.

The City's public works service provider, Clearwater Solutions Inc., will install the pipe connecting the wells related to the filtration system and provide the labor to do so at no additional cost to the city. The RFP will bid out the remainder of the project.

The breakdown of cost is as follows:

\$2,630,000 + \$280,000 Professional Fees = \$2,910,000 (estimated annual payment \$205,000)
\$205,000 subtracting \$134,000 from annual savings realized by refinancing municipal water/sewer bonds in 2012 = \$69,000/annual budgeted.

There will be no additional costs to users for this filtration project.

Below is a summary project timeline:

- September 2011. Goodwyn Mills Cawood presented to Council a desktop analysis of various treatment options, capital costs and O&M costs.
- November 2011. Based on low capital cost and O&M costs, pilot studies began using Granular Activated Carbon and Ion Exchange.
- November 2011. Gautier contracted with Goodwyn Mills & Cawood Engineering (GMC) for professional services on filtration project.
- June 2012. Final scope of work and cost estimates completed by GMC.
- January 2013. Gautier adopted Clear Water Plan and contracted with GMC for design of Ion Exchange filtration system.
- March 2013. The Council authorized the City Manager and Government Consultant, Inc. to proceed with a three million (\$3,000,000) bond from Mississippi Development Bank for the purpose of a clear water filtration system.
- June 2013. Design complete and permits submitted.
- March 2014. Received approval from Jackson County Utility Authority and proceeded with request for proposals.
- April 2014. Council approves advertisement for bids for the construction of the filtration plant
- Publish in a general circulation newspaper April 9th and April 23rd
- May 19th open bids.
- May 27th Preconstruction meeting.
- Construction timeline estimated through June 1, 2015

RECOMMENDATION:

City staff recommends that City Council accept the lowest bid from The Creel Company in the amount of \$2,168,154.30.

The City Council may:

1. Authorize to enter into a contract with The Creel Company
2. Authorize *not* to enter into a contract with The Creel Company..

ATTACHMENT(S):

Recommendation Letter from Goodwyn/Mills/Cawood
 Bid Tab
 Email from Denise King
 Bid Packet

July 9, 2014

Ms. Samantha D. Abell
City Manager
CITY OF GAUTIER
3330 Hwy. 90
Gautier, MS 39553

**RE: ION EXCHANGE WATER TREATMENT PLANT
FOR THE CITY OF GAUTIER, MS
GMC PROJECT NO. CMOB-120041**

Dear Ms. Abell:

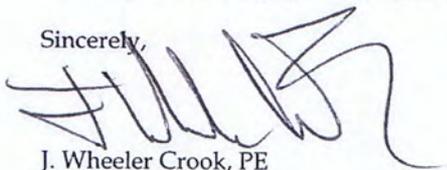
Goodwyn, Mills and Cawood, Inc. has reviewed the bids for the referenced project received at 2:00 p.m. on Wednesday, May 7, 2014. There were a total of five bidders. However, one bidder, Gottfried Contracting, LLC, did not submit the proposal in the contract book as required. Thus, his bid was not opened.

The low bidder was The Creel Company in the amount of \$2,168,154.30. Based on our review of all bids, it is GMC's recommendation that the City of Gautier enter into a contract with the low bidder, The Creel Company, in the amount of \$2,168,154.30 contingent on approval by MDEQ for a direct discharge. We have enclosed a bid tabulation for your files.

If you are in agreement with our recommendation, please sign, but do not date, all four (4) copies of the Notice of Award. Again, contract documents will not be executed until approval from MDEQ for a direct discharge has been received.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



J. Wheeler Crook, PE

JWC:pr

Enclosures

xc: Contractor
File CMOB-120041 BD

T:\MOBILE\+CMOB PROJ\GAUTIER, CITY OF\CMOB120041 - ION-X WATER TREATMENT PLANT\5 BID DOCUMENTS - CONSTRUCTION CONTRACTS\AFTER BID OPENING\ABELL.I.RECOMMEND AWD.DOC

TABULATION OF BIDS
ION EXCHANGE WATER TREATMENT PLANT FOR THE CITY OF GAUTIER
GAUTIER, MS

GMC PROJECT NO. CMOB120041
 BID OPENING WEDNESDAY, MAY 7, 2014 @ 2:00PM

ITEM	SECTION/ DIVISION	DESCRIPTION	MANUFACTURER	THE CREEK CONSTRUCTION COMPANY Mobile, AL		T.L. WALLACE CONSTRUCTION CO., INC. Columbia, MS		MARK JOHNSON CONSTRUCTION Tuscaloosa, AL		J&P CONSTRUCTION CO., INC. Lake Park, GA	
				TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE		
1	DIV 2	DEMOLITION, SITE WORK, GRADING, CLEANUP, ETC.	N/A	\$ 125,008.30	\$ 73,900.00	\$ 125,000.00	\$ 90,000.00				
2	DIV 5	METAL ACCESSORIES	N/A	2,134.70	39,100.00	2,500.00	20,000.00				
3	06650	HDPE TANKS	POLYPROCESSING	97,766.80	123,120.00	128,000.00	130,000.00				
4	11541	SELF PRIMING TANKS	PENTAIR HYDROMATIC	30,518.10	48,500.00	35,000.00	40,000.00				
5	11704	PRESSURE FILTER, ANION EXCHANGE TREATMENT SYSTEM	TONKA EQUIPMENT CO.	914,097.40	1,099,350.00	1,085,000.00	1,100,500.00				
6	11801	GASEOUS CHEMICAL FEED SYSTEM	REGAL SMART VALVE	12,421.80	27,300.00	20,500.00	20,000.00				
7	11805	INLINE STATIC MIXER	WESTFALL	27,046.60	30,550.00	30,000.00	25,000.00				
8	11820	CHEMICAL FEED SYSTEM	WATSON MARLOW	60,551.30	94,640.00	69,000.00	75,000.00				
9	11826	LIQUID POLYMER SYSTEM	FLUID DYNAMICS, INC.	24,378.20	34,330.00	28,000.00	30,000.00				
10	DIV 13	INSTRUMENTATION, CONTROLS AND SCADA	PER SPECIFICATIONS	70,428.00	123,000.00	121,000.00	115,000.00				
11	DIV 15	YARD PIPING AND VALVES	SQUARE D/SIEMENS/ CUTLER HAMMER	303,600.00	124,530.00	257,000.00	240,000.00				
12	DIV 16	ELECTRICAL	HAMMER	106,155.40	121,300.00	164,000.00	165,000.00				
13	MISC	LAB AND OFFICE BUILDING	N/A	170,219.70	198,400.00	213,000.00	190,000.00				
14	MISC	ALL OTHER ITEMS	N/A	186,328.00	194,210.00	117,000.00	158,000.00				
15	02274	EROSION CONTROL ALLOWANCE	N/A	5,000.00	5,000.00	5,000.00	5,000.00				
16	01030	CONSTRUCTION STAKING ALLOWANCE	N/A	2,500.00	2,500.00	2,500.00	2,500.00				
17	01450	MATERIALS TESTING ALLOWANCE	N/A	20,000.00	20,000.00	20,000.00	20,000.00				
18	01650	STARTUP ALLOWANCE	N/A	10,000.00	10,000.00	10,000.00	10,000.00				
TOTAL BID				\$ 2,168,154.30	\$ 2,369,730.00	\$ 2,432,500.00	\$ 2,436,000.00				

To the best of our knowledge, these bids area accurately tabulated and were accepted in accordance with applicable regulations.

[Signature]
 J. Wheeler Crook, IV, PE, Alabama License No. 25070



Cindy Steen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Wednesday, July 09, 2014 10:16 AM
To: Cindy Steen; Tricia Thigpen
Cc: Chad Jordan
Subject: Fwd: Water Treatment Plant

Cindy, I need a one page memo from you to award the water filtration to the lowest contractor bid. It needs to be on this agenda. You may attach Denise's email as a backup along with the bid.

Samantha Abell
Gautier City Manager

Begin forwarded message:

From: Denise King <denise.king@gmcnetwork.com>
Date: July 9, 2014, 9:22:45 AM CDT
To: "Samantha D. Abell (sabell@gautier-ms.gov)" <sabell@gautier-ms.gov>
Cc: Chad Jordan <chad.jordan@clearwatersol.com>, Wheeler Crook <wcrook@gmcnetwork.com>
Subject: Water Treatment Plant

Samantha,

We have submitted all documents to MDEQ for the discharge permit, and are continuously following up with their personnel. They understand the critical timeline for approval. As you are aware, the City has until August 6th to execute contracts based on the May 7th bid opening, or we will have to rebid the project. GMC recommends the Council go ahead and award the project to the low bidder contingent upon approval from MDEQ for the direct discharge. Once the City awards the project, we can move forward with getting the contracts executed (from the contractor's end) so that we can hopefully meet the August 6th deadline. The contingency is just in case MDEQ imposes discharge limits that are not anticipated (or any other unforeseen issues) and we are required to re-evaluate the bids.

In addition, given the newly proposed discharge point, GMC would like to clarify that the contractor's responsibility will only be to get the wastewater from the WTP to the public right-of-way. The City (CWS) will handle the construction of the force main within ROW and the actual discharge. This plan will eliminate any major changes to the contract documents and as such, any major discrepancies in bids.

If you are in agreement, we will send the letter of recommendation and certified bid tabulation to be put on the council agenda. If you have any questions or concerns, please feel free to contact myself or Wheeler.

Thanks,

Denise M. King, EI
Project Manager

Tel: 251.460.4006
Fax: 251.460.4423
Cell: 251.776.0358

Denise.King@gmcnetwork.com
RSA Battle House Tower
11 North Water Street, Suite 15250
Mobile, AL 36602

GOODWYN | MILLS | CAWOOD
GMCNETWORK.COM

The information contained in this email/fax is confidential; it is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are notified that any distribution or use of this information is strictly prohibited. If you have received this communication in error, please contact us immediately at the telephone number or e-mail address set forth above and destroy all copies of the original message. Although this email is believed to not contain a virus or other defect that might affect any computer system in which it is received, it is the responsibility of the recipient to ensure this email does not contain a virus. Goodwyn, Mills and Cawood accepts no responsibility for any loss or damage arising in any way from its use.

The Creel Company Inc.
3762 Moffett Road
Mobile, AL 36618
AL Licenses No: 20164
Bid Limit: Unlimited
MS Certificate of Res # 13758

City of Gautier
City Hall
MAY 07 2014
Received by L. L. G pm

Ms. Cindy Steen, Purchasing Agent
City of Gautier, Mississippi
3330 Hwy. 90
Gautier, MS 39553

Sealed Bid Enclosed for:
ION Exchange Water Treatment Plant
Bid Date: 05/07/14 Bid Time: 2:00 P M

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF GAUTIER
3330 Hwy. 90
Gautier, MS 39553
Attn: Cindy Steen, Purchasing Agent

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDERS ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDERS REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>04-29-14</u>
<u>Two</u>	<u>05-05-14</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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 bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels; or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harrning or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) \$ 2,168,154.30 .

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 10 calendar days after the date when the Contract Times cease to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 5% .
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: 13758 .
- D. Required documents per Specification Section 01030, Qualification Statement.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

3762 Moffett Road
Mobile, AL 36618

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bge.credco@comcast.net

SUBMITTED on May 7, 2014.

State Contractor License No. 13758-ME.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF GAUTIER
3330 Hwy. 90
Gautier, MS 39553
Attn: Cindy Steen, Purchasing Agent

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>One</u>	<u>04-29-14</u>
<u>Two</u>	<u>05-05-14</u>
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) \$ 2,168,154.30 :

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 10 calendar days after the date when the Contract Times cease to run.
- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 5%;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: *13758 ;
 - D. Required documents per Specification Section 01030, Qualification Statement.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: The Creel Company, Inc.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: The Creel Company, Inc (SEAL)

State of Incorporation: Alabama

Type (General Business, Professional, Service, Limited Liability): GB

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Bruce G. Creel

Title: President
(CORPORATE SEAL)

Attest K.P. C.

Date of Qualification to do business in Mississippi is 12/18/02

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3762 Moffett Road
Mobile, AL 36618

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bgc.creelco@comcast.net

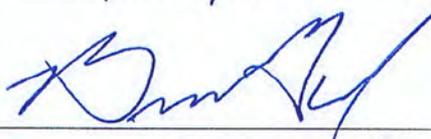
SUBMITTED on May 7, 2014.

State Contractor License No. 13758 mc.

ITEM	SECTION / DIVISION	DESCRIPTION	MANUFACTURER	TOTAL PRICE
1	Div.2	Demolition, Site Work, Grading, Cleanup, etc.	N/A	125,008.30
2	Div. 5	Metal Accessories	N/A	2,134.70
3	06650	HDPE Tanks	PolyProcessing	97,766.80
4	11541	Self Priming Pumps	Pentair Hydromatic	30,518.10
5	11704	Pressure Filter, Anion Exchange Treatment System	Tonka Equipment Co.	914,097.40
6	11801	Gaseous Chemical Feed System	Regal Smart Valve	12,421.80
7	11805	Inline Static Mixer	Westfall	27,046.60
8	11820	Chemical Feed System	Watson Marlow	60,551.30
9	11826	Liquid Polymer System	Fluid Dyanmics, Inc.	24,378.20
10	Div. 13	Instrumentation, Controls & SCADA	Per Specifications	70,428.00
11	Div. 15	Yard Piping and Valves	Per Specifications	303,600.00
12	Div. 16	Electrical	Square D/Siemens/Cutler Hammer	106,155.40
13	Misc.	Lab & Office Building	N/A	170,219.70
14	Misc.	All Other Items	N/A	186,328.00
15	02274	Erosion Control Allowance	N/A	5,000.00
16	01030	Construction Staking Allowance	N/A	2,500.00
17	01450	Materials Testing Allowance	N/A	20,000.00
18	01650	Startup Allowance	N/A	10,000.00
TOTAL BID				2,168,154.30

Where two (2) or more manufacturers are listed in the Manufacturer Column, (CIRCLE) the name of the manufacturer in which your installed price is based, or write in manufacturer when an equivalent is approved per an addendum.

Bid Amount: \$2,168,154.30 and /100 Dollars

By: 

Title: Bruce G. Creel, President

Company: The Creel Company Inc

Bidder's Business Address 3762 Moffett Rd, Mobile, AL 36618

Phone No. 251-460-2722 Fax No. 251-460-2774

E-mail bgc.creelco@comcast.net

SUBMITTED on May 7, 2014.

State Contractor License No. 13758-mc

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

The Creel Company, Inc.
3762 Moffett Road
Mobile, AL 36618

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
Keene, New Hampshire

OWNER (Name and Address):

City of Gautier
3330 Hwy. 90
Gautier, Mississippi 39553

BID

Bid Due Date: May 7, 2014

Description (Project Name and Include Location): ION Exchange Water Treatment Plant

The project consists generally of a IMGD treatment facility for color removal using ion exchange, piping, electrical, mechanical, etc., and related appurtenances.

BOND

Bond Number: n/a

Date (Not earlier than Bid due date): May 7, 2014

Penal sum 5% of Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

THE CREEL COMPANY, INC. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

BRUCE G. CREEL
Print Name

PRESIDENT
Title

Attest: [Signature]
Signature

WITNESS
Title

SURETY

THE OHIO CASUALTY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

RANDALL J. TURNER
Print Name

ATTORNEY-IN-FACT
Title

Attest: [Signature]
Signature

WITNESS
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6165875

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale Taylor; Deborah P. Trawick; James R. Brittle, Jr.; John J. Smith; Julie Livingston; Lindsay Parker; Nancy W. Hayden; Randall J. Turner; Robbie D. Duncan; Sandy Redmon; Terece D. Shehan; Vicki Hunt; Yancey E. Lovelace, Sr

all of the city of Montgomery, state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 13th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

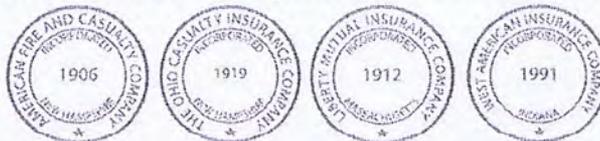
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

The Creel Company, Inc.
 3762 Moffett Road
 Mobile, AL 36618

Exhibit "A"

Statement of Qualifications

Item #	Project Name	Contract	% Workforce	Owners	Engineer	Contact	Phone	Year Completed
Item #9	Satsuma WWTP Improvements	\$ 2,080,000	85%	City of Satsuma Water Board	Goodwin, Mills and Cawood 2660 Eastchase Lane Montgomery, AL 36117	Bobby McClure	334-271-3200	2008
	Keegan Bayou WWTF	\$ 2,543,355	65%	Harrison Co. Waste and Water Board	Brown and Mitchell Engineers 521 34th Street Gulfport, MS 39507	Joe Captain	228-864-7612	2008
	Expansion of West Harrison WWTF @ DeLisle, Ms.	\$ 2,809,777	60%	Harrison Co. Waste and Water Board	Brown and Mitchell Engineers 521 34th Street Gulfport, MS 39507	Dan Alexander	228-864-7612	2010
	Western Regional WWTF Upgrade	\$ 4,562,000	40%	Hancock County Utility Authority, Waveland, MS 39576	Brown and Mitchell Engineers 521 34th Street Gulfport, MS 39507	David Pitalo	228-864-7612	2011
Item #17	Western Regional WWTF Upgrade	\$ 4,562,000	40%	Hancock County Utility Authority, Waveland, MS 39576	Brown and Mitchell Engineers 521 34th Street Gulfport, MS 39507	David Pitalo	228-864-7612	2011
	James St. Water Plant Ref. Phase II	\$ 939,782	40%	City of Hattiesburg, Mississippi	Shows, Dearmon & Waites Inc. P O Box 1711 Hattiesburg, MS 39403-1711	Mr. Weeks	601-544-1821	2012
	Dore, ND Oil Terminal	\$ 27,000,000	35%	Musket Corp	Scarborough Engineering 2400 Scott Ave. Fort Worth, TX 73103	John Scarborough	817-451-6687	2013
	Chickasaw Lagoon Effluent	\$ 431,824	85%	City of Chickcaw, AI	Malcolm Pirmie, Inc 5 N Conception St., Mobile, AI 36602	Chuck Sterling	251-441-0655	2013

State of Mississippi

BOARD OF CONTRACTORS



THE CREEK COMPANY, INC.

3762 MOFFETT ROAD

MOBILE, AL 36618

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) HEAVY CONSTRUCTION
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Jan., 2014



CERTIFICATE OF RESPONSIBILITY

No. 13758-MC

Expires Jan. 14, 2015

Shirley M. Kline
CHAIRMAN OF THE BOARD

THE CREEL COMPANY
GENERAL CONTRACTORS
3762 Moffett Road
Mobile, AL 36618
251-460-2722 Fax: 251-460-2774
Alabama State License No.: #20164
Mississippi Certificate of Responsibility # 13758
Bruce G. Creel, President

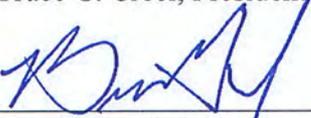
CORPORATE RESOLUTION

A meeting was held on May 2, 2014, at the main office, 3762 Moffett Road, Mobile, Al. This meeting was held to determine and resolve to bid on the ION Exchange Water Treatment Plant for the City of Gautier, Mississippi, on May 7, 2014

Bruce G. Creel, President of the corporation was hereby authorized to make said Bid Proposal.

Signed: 

Bruce G. Creel, President



Bruce G. Creel, Secretary

Sworn and subscribed to before me this 2nd Day of May, 2014



Notary Public

Expiration date: March 11, 2017

THE CREEL COMPANY
GENERAL CONTRACTORS
3762 Moffett Road
Mobile, AL 36618
251-460-2722 Fax: 251-460-2774
Alabama State License No.: #20164
Mississippi Certificate of Responsibility # 13758
Bruce G. Creel, President

CORPORATE RESOLUTION

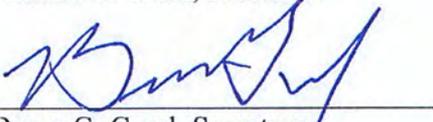
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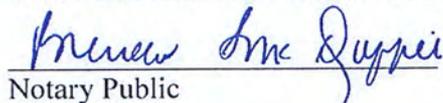


Bruce G. Creel, President



Bruce G. Creel, Secretary

Sworn and subscribed to before me this 2nd Day of May, 2014



Notary Public

Expiration date: March 11, 2017

**THE CREEL COMPANY
GENERAL CONTRACTORS**

3762 Moffett Road
Mobile, AL 36618
251-460-2722 Fax: 251-460-2774
Alabama State License No.: #20164
Mississippi Certificate of Responsibility # 13758
Bruce G. Creel, President

QUALIFICATION STATEMENT

Re: ION Exchange Water Treatment Plant for the City of Gautier, Gautier,
Mississippi

1. The Creel Company Inc - Contact - Bruce G Creel, President
3762 Moffett Road Mobile, Al 36618
2. Company is a corporation - Date Started April 9, 1993
3. The Creel Company Inc., - No other company
4. Officers : Bruce G Creel - Mobile, Al - President, Secretary and Treasure
5. Attached is a copy of the Contractors licenses- Mississippi Certificate of
Responsibility # 13758- MC – Unlimited Bid Limit BC;HC/; Mu & P W
6. The Creel Company Inc. has not defaulted on a project nor failed to complete
a project within the past ten years.
7. The Creel Company, Inc. has not filed for bankruptcy or been judged bankrupt
at any time over the past nine years.
8. The Creel Company Inc., has not been involved in liquidated damages in the
past five years.
9. Attached is the list of projects installed over the past five years with the
following components: Mechanical Water and/or Wastewater Treatment
Plant. Exb. "A"
10. Complete list of required information is on Exb. "A" .

11. The Creel Company Inc., has never abandoned a project, even temporarily, during a dispute.
12. The Creel Company Inc. has not been involved in litigation as a plaintiff against an Owner, Design Firm, or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding change order requests, in the past five years.
13. This is non-applicable due to the fact there are not affiliated companies.
14. The Creel Company Inc., has currently the following project under contract:
 - A) Hall Road Waste Water Treatment Phase I - Contract \$ 1,074,882.00 – Completion Date ; July 2014
 - B) State Line Lagoon Improvements 2013 – Contract \$ 292,768.00 – Completion Date: June, 2014
15. 60% Percent that The Creel Company, Inc will perform with its own forces.
16. Subcontractors anticipated to be used on Project:

Electrical
HVAC / Plumbing
PEMB
Painting

17. Water Wastewater projects completed within the past two years See Exb "A"

E-Verify



Company ID Number: 417924

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and The Creed Company, Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 417924

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

Company ID Number: 417924

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of

E-Verify



Company ID Number: 417924

photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as

E-Verify



Company ID Number: 417924

authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated



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within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has

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not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the

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referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E-Verify



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E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer	
Name (Please Type or Print)	Title
<i>Bruce G. Creel</i>	<i>President</i>
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

E-Verify



Company ID Number: _____

Information Required for the E-Verify Program		
Information relating to your Company:		
Company Name:		
Company Facility Address:		
Company Alternate Address:		
County or Parish:		
Employer Identification Number:		
North American Industry Classification Systems Code:		
Administrator:		
Number of Employees:		
Number of Sites Verified for:		
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:		
State	Number of sites	Site(s)

E-Verify



Company ID Number: _____

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

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

ORDER NUMBER 161-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Cultural Services Division is authorized to offer online league registration through SportsConductor and allow credit card payment through Hancock Bank/First Data for convenience to citizens.

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 Anderson** and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 15, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development & Planning Director

Date: July 8, 2014

Subject: Consideration to use SportsConductor for online registration and Hancock Bank/First Data for Credit Card Processing

REQUEST:

The Cultural Services Division request authorization to offer an online league registration through SportsConductor and to be able to accept Credit Cards for payment through Hancock Bank/First Data.

BACKGROUND:

Last year was the first year the City ran the youth football and cheerleading league. At that time, registration was handled in person and forms were filled out by hand. All data on forms was input manually by staff. Registration was not available on line and staff could not accept credit card payments.

SportsConductor has developed and operates a service which allows organizations to offer online registration via a merchant account. This allows the organizations to accept online credit card payments, streamline the registration processes, and utilize the input data similar to a database.

The City of Pascagoula currently uses SportsConductor and has used it for many years. The program came highly recommended by the City of Pascagoula's Parks and Recreation Department staff.

DISCUSSION:

There is no written signed contract to use the program, but the attachment details the Terms and Conditions that will need to be agreed to while setting up the account on-line. The City would "agree" to the terms and conditions through a series of check boxes while setting up the account. The City can cancel at any time.

The company charges \$3.95 per registrant which is included in the overall registration fee. The \$3.95 fee/service charge will not be listed separately to the applicant. The City is not charged any monthly or annual fees and the service can be cancelled at any time.

Hancock Bank/First Data will provide a contract, but it can be cancelled at any time. Hancock Bank/First Data has agreed to waive any termination fees.

Credit Card paying customers will be charged 3% to pay with a credit card. The fees collected from the customers will cover credit card processing charges and monthly/annual services charges. There is a one-time set-up fee of \$49.00. This fee will be paid out of the overall registration fees collected. The city will receive registration payments collected the next day.

The \$3.95 fee per registrant charged to the city will be included in the overall registration fee. The service charge will not be listed separately to the applicant.

SportsConductor will provide the following benefits to the Players and the City:

1. Parents will not need to go to City Hall during regular business hours to register. They can register from the privacy of their own home or business at any time of the day.
2. Parents will have the opportunity to pay by credit card or check.
3. The on-line registration program will not allow any question to be skipped. This will limit the follow-up phone calls by staff for missing information.
4. The input data will be able to be automatically be used by staff for reports, group e-mails, and scheduling.
5. The on-line program provides a web-site for information sharing with the parents.

RECOMMENDATION:

Staff recommends the City Council authorize the Cultural Services Division to offer online registration through Sports Conductor and provide credit card processing through Hancock Bank/First Bank.

The City Council may:

1. Authorize the use of SportsConductor and Hancock Bank/First Data as presented.
2. Disapprove the use of SportsConductor and Hancock Bank/First Data.

ATTACHMENT(S):

SportsConductor Terms and Conditions



Fee Schedule

This Agreement specifies that a fee of \$3.95 will be charged per registration for those programs designated as 'leagues' and a fee of \$1.95 for those programs designated as 'activities'. The organization will make this determination when initially setting up the program. This fee will be charged for each person registering, whether they register online or manually. Should your organization offer team registrations, the fee will be \$8.95 for the entire team.

A merchant account will be setup in your name. Your organization will be responsible for all merchant account fees.

SportsConductor will invoice the first of the month for the previous month's registrations.

As an example, if 50 people registered for a \$35 basketball program, 10 registered for a dance class and 5 softball teams registered, the SportsConductor fees would be as follows:

Basketball	50 * \$3.95	\$197.50
Dance Class	10 * \$1.95	\$19.50
Softball	5 * \$8.95	\$44.75
Total Due to SportsConductor		\$261.75

Your organization will have full access to all areas of the system. This includes, but is not limited to, online registration, league management, custom website and communication. You can view the details of each of these areas on our website. SportsConductor will be responsible for the monthly website hosting fees for your custom website.

PAYMENT AGREEMENT

SportsConductor

REGISTRATION FEE

SportsConductor will receive a fee (“Registration Fee”) for each person registering thru the SportsConductor.com website. This Registration Fee will be determined by the Organization’s setup of the program as either an ‘Activity’ or a ‘League’. All registrations are billed, regardless of whether the individual paid online or registered manually thru their Organization.

BILLING

The registration fees are deposited directly to the Organizations bank account. The Organization will be invoiced the SportsConductor fees on the first of each month for the prior month’s registrations.

All registrations, with the exception of applications (coaches or volunteers) and facility reservations will be billed this charge.

CREDIT CARD PROCESSING FEE

The Organization is responsible for any fees associated with payment by credit card. The Organization will be invoiced directly by the merchant account processor.

INVOICES

Invoices will be sent out monthly the 1st of each month, or the following Monday should the 1st fall on a weekend. Invoices will be sent to the individual specified in the ‘Organization’, ‘Accounting’ area of the SportsConductor System.

Invoices are also available in the ‘Organization’, ‘Invoices’ area of the SportsConductor System for your reference.

The Organization will send in payment by check. Invoices shall be paid within thirty (30) days of the invoice date. Unpaid invoices will be assessed a Late Fee at the rate of one and a half percent (1.5%) per month. In the case of insufficient funds, a \$25 Service Charge will be assessed and the Organization rebilled.

If the event on non-payment, other than pursuant to a dispute, Organization shall be responsible for all reasonable expenses (including attorney’s fees) incurred by SportsConductor in collecting such amounts.

SERVICE AGREEMENT

SportsConductor

This Service Agreement (the "Agreement") is made by and between SportsConductor LLC, a Texas, USA LLC and their product, SportsConductor ("sportsconductor.com"), and you, as a user of the sportsconductor.com service ("You", "Your", "User", "Organization").

To be legally bound by the terms of this agreement, You will need to agree to the Fee Schedule, Service Agreement and Payment Agreement ("Agreements"). Please read these Agreements carefully before registering and using the sportsconductor.com Service. By signing up for sportsconductor.com, You indicate your acceptance of these Agreements and their terms and conditions.

PRIVACY POLICY

SportsConductor.com respects the privacy of its users and promises not to disclose personal or business information to third parties without the express permission of You and Your organization. We will not sell Your name, e-mail address, phone number, or any other personal information to anyone else. We consider this information to be private, and it will remain as such. If You have any questions about Your privacy rights, contact us at info@sportsconductor.com. Organization shall receive accounts and passwords from SportsConductor.com to provide access to the Service. Organization is solely and entirely responsible for any and all activities which occur under Organization's accounts and passwords through disclosure, directly or indirectly, by Organization. Organization and SportsConductor.com agree to keep passwords confidential, to allow no person or entity not specifically authorized by Organization to use its account, and to notify the other promptly if it has any reason to believe that the security of Organization's account has been compromised.

Organization agrees that SportsConductor.com may access Organization's account and its contents as necessary to identify or resolve technical problems or to respond to issues with the Service.

THE SERVICE

SportsConductor.com has developed and operates a service (the "Service") which allows organizations to offer online registration via a merchant account. This will allow the organizations to accept online credit card payments. With the exception of our Point of Sale and Membership modules, all functions within SportsConductor are available with our standard per registration pricing.

LINK PLACEMENT

As a user of SportsConductor.com, you will place a link on your website for online registration. This link will take your users to a branded website that exists on the SportsConductor.com servers.

Users at the Organization level will log directly into www.sportsconductor.com using a supplied user id and password to access all areas of our Service.

ORGANIZATION'S OBLIGATIONS

The Organization has no obligation to use the Service and can terminate at any time without penalty. Upon termination, SportsConductor.com will also terminate any custom website that was built by SportsConductor to be used in conjunction with the SportsConductor software. It is the Organization's responsibility to terminate their merchant provider.

SERVICE AND SUPPORT

SportsConductor.com will use all reasonable efforts to maintain and support the Service and keep it operational and available 24 hours a day, each day of the year. In the event of a system failure or technical difficulty, SportsConductor.com will use reasonable efforts to restore the Service.

Organization or its customer may link to SportsConductor.com through their own website. This site may not be under the control of SportsConductor.com and SportsConductor.com shall not be responsible for its content.

Organizations may obtain assistance with technical difficulties that may arise by requesting assistance by email to support@sportsconductor.com. SportsConductor.com reserves the right to establish reasonable limitations on the availability and extent of such support.

EMAIL CONTACT

SportsConductor.com reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any SportsConductor.com related products and services.

CHANGES TO THE SERVICE

SportsConductor.com reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, SportsConductor.com will notify You via e-mail, newsletter or the SportsConductor.com Website.

REGISTRATION

To sign up as a user of SportsConductor.com and to use the Service you must be at least 18 (eighteen) years of age, and supply a valid tax-id, which may be your social security number for individuals, or a federal tax-id for corporations or entities.

As part of the registration process, You will select a username and password combination that You use to access Your area within the Service. You shall provide SportsConductor.com with accurate, complete and updated information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that SportsConductor.com may rely on any data, notice, instruction or request furnished to SportsConductor.com by You which is reasonably believed by SportsConductor.com to be genuine and to have been sent or presented by a person reasonably believed by SportsConductor.com to be authorized to act on Your behalf. You shall notify SportsConductor.com by e-mail at info@sportsconductor.com of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by SportsConductor.com.

REFUNDS

SportsConductor does not process credit card transaction refunds. Refund activity can be recorded for record keeping purposes within SportsConductor but the actual refund of dollars is the responsibility of the Organization. Credit Card processing fees are non-refundable.

MERCHANT ACCOUNT

SportsConductor will work with the Organization to setup a Merchant Account in the name of the Organization. The Organization will be responsible for all merchant account fees.

ACCEPTED USE

You represent to SportsConductor.com that all content You provide to the Service is solely owned by You or provided by You with the express authority of the Organization You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as a User of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As SportsConductor.com may not review all information provided by You, You shall remain solely responsible for Your content and Web site.

LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SportsConductor.com DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SportsConductor.com SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO

THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. The Merchant will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. User understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the SportsConductor.com liable for any of the consequences of such interruptions.

SportsConductor.com SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEB SITE OF USER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. SportsConductor.com SHALL HAVE NO LIABILITY WITH RESPECT TO SportsConductor.com OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF SportsConductor.com HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF SportsConductor.com HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY SportsConductor.com AS A DIRECT RESULT OF THIS AGREEMENT.

LIMITATION OF LIABILITY

SportsConductor.com OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SportsConductor.com SERVICE OR ANY INFORMATION PROVIDED ON THE SportsConductor.com WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF SportsConductor.com OR A SportsConductor.com AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, SportsConductor.com's LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that sportsconductor.com, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site.

NON-DISCLOSURE

SportsConductor.com acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your Organization. SportsConductor.com agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of SportsConductor.com that becomes available to SportsConductor.com from third parties without knowledge by SportsConductor.com of any breach of fiduciary duty, or that SportsConductor.com had in its possession prior to the date of this Agreement. SportsConductor.com **does not collect information** about Merchant's customer transactions.

OWNERSHIP AND LICENSES

You, the Organization, are granted a non-exclusive, non-transferable limited license to use the Service on a server controlled by SportsConductor.com. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain SportsConductor.com sole property, including rights in and to any derivatives thereof.

Organization agrees that all right, title and interest to the SportsConductor.com software (“Software”) remains with SportsConductor.com and Organization may not copy, decompile, reverse engineer or modify such Software or use it on computers other than servers controlled by SportsConductor.com.

SportsConductor.com does not commit to support any type of browsing platform.

SportsConductor.com reserves the right at any time to revise and modify the Software, release subsequent versions and to alter features, specifications, capabilities, functions and other characteristics of the Software, without advance notice to Organization.

TERMINATION

The Organization can terminate this Agreement at any time by sending notice to info@sportsconductor.com.

SportsConductor.com has the right to suspend Organization’s access to the Service or terminate this Agreement if:

- Organization has breached or obtained unauthorized access.
- Organization has failed to make payments.
- Organization is not in compliance with any provision of the Agreement for thirty (30) days following written notice.
- Organization has no transaction activity on the Service for 1 year.
- Organization has misused personal data or failed to adhere to its or SportsConductor.com privacy policy.

Upon termination, Organization has ninety (90) days to access and download Organization’s database information from SportsConductor.com. SportsConductor.com will assist the Organization in the downloading of database information. After ninety (90) days, SportsConductor.com has the right to delete the Organization’s database information from its servers.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

This Agreement shall be governed by Texas, USA law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Texas, USA and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Date _____

Organization Representative

Organization Representative

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

ORDER NUMBER 162-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Police Department is authorized to submit an application to the non-profit K-9 Crime Stoppers, Inc. for a Police Department Service Dog.

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 July 15, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Dante Elbin, Chief of Police
Date: July 3, 2014
Subject: Request to submit an application to K-9 Crime Stoppers, Inc. for a Police Department Service Dog Replacement

REQUEST:

The Gautier Police Department requests City Council authorization to submit an application to the non-profit K-9 Crime Stoppers organization to replace the department's former K-9 Officer Rocko who expired in December 2013.

BACKGROUND:

K-9 Crime Stoppers is a non-profit organization located in Newington, CT. Their mission is to place exceptionally trained police service dogs with law enforcement agencies. The Gautier Police Department's former service dog was operational from October 2007 until December 2013 when he was euthanized due to an aggressive form of cancer.

DISCUSSION:

The Gautier Police Department has contacted the non-profit organization for information and completed an application packet. If awarded a service dog, the City will be responsible for the cost of air travel to transport the dog from Connecticut to Mississippi, the cost of the crate to transport the dog, and the cost of obtaining a veterinarian's certificate.

RECOMMENDATION:

The Police Department recommends that City Council authorize submission of an application to K-9 Crime Stoppers, Inc. for a police service dog.

The City Council may:

1. Authorize submission of an application to K-9 Crime Stoppers as presented; or
2. Disapprove submission of an application to K-9 Crime Stoppers at this time.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 163-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Fire Department is authorized to accept funding from the U.S. Department of Homeland Security – Federal Emergency Management Agency for the FY 2013 Assistance to Firefighters Grant (AFG).

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 Anderson**, seconded by **Councilman 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 July 15, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chief Robert Jones, Gautier Fire Department
Date: July 8, 2014
Subject: FY 2013 Assistance to Firefighters Grant Acceptance

REQUEST:

The Gautier Fire Departments requests City Council authorization to accept funding from the U.S. Department of Homeland Security- Federal Emergency Management Agency for FY 2013 Assistance to Firefighters Grant (AFG) funding.

BACKGROUND:

The purpose of the AFG Program is to enhance the ability of first responders to protect the health and safety of the public from fire and related hazards. Wellness and Fitness activities are intended to strengthen First Responders so their mental, physical, and emotional capabilities are resilient to withstand the demands of emergency services response.

DISCUSSION:

The Gautier Fire Department has been awarded \$49,875.00 in federal funding in the wellness and fitness category to provide annual medical and fitness evaluations that meet the NFPA 1582 Standard. The City's share of the costs is \$2,625.00 (5% of the total \$52,500.00 project). These exams will be budgeted and scheduled to begin after October 1st. The project must be concluded by May 22, 2015.

RECOMMENDATION:

The Fire Department recommends that City Council authorize acceptance of the grant funding as outlined above.

The City Council may:

1. approve acceptance of the FY 2013 AFG funding and required match as described above; or
2. disapprove acceptance of the AFG funding.

ATTACHMENT(S):

Grant Award Letter from the U.S. Department of Homeland Security

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mrs. Patty Huffman
Gautier Fire Department
3330 Highway 90
GAUTIER, Mississippi 39553-5124

Re: Grant No.EMW-2013-FO-05516

Dear Mrs. Huffman:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$52,500.00. The Federal share is 95 percent or \$49,875.00 of the approved amount and your share of the costs is 5 percent or \$2,625.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

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

ORDER NUMBER 164-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 15, 2014.

Docket of Claims
Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	142148	07/15/2014	06/27/2014			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2014 NETWORK SERVICES		2091	06/14/2014			2,280.00
001	GLOBALSTAR	142149	07/15/2014	06/27/2014			53.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		5670041	06/16/2014			53.09
001	IBM CORPORATION	142152	07/15/2014	06/30/2014			816.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-730	AS400 PAYMENT AUG 2014		I4532FT	07/01/2014			816.40
001	INFORMATION TECHNOLOGY SERVICE	142153	07/15/2014	06/30/2014			224.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-640	JUN 2014		5226445	06/30/2014			224.00
001	CABLE ONE	142154	07/15/2014	06/30/2014			99.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2014:23421-102609-01-6		07052014	06/28/2014			99.95
001	LOWE'S HOME CENTER'S, INC.	142158	07/15/2014	07/01/2014			552.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	GROUND CONNECTOR(3) & PLUG(2)		902084	05/27/2014			26.69
	001-205-559	3PK AC FILTERS		902235	05/28/2014			7.58
	001-201-559	SCREWS(200), BOLTS(10)		902372	05/29/2014			24.70
	001-201-576	PERMNT ASPHALT(2)		902939	06/02/2014			26.56
	001-170-559	ZINC BOLT(2)		902385	06/04/2014			6.78
	001-170-559	NOZZLE, PADLOCK KEY(2)		902722	06/06/2014			8.47
	001-170-559	CLEANER(2), KEY(2), ID TAG		915972	06/06/2014			16.07
	001-205-560	FLOWERS(48)		919955	06/09/2014			45.60
	001-205-560	PICK, SHOVEL, FLOWERS(96)		919903	06/09/2014			189.15
	001-090-689	DIGITAL THERMOMETER		981999	06/10/2014			72.53
	001-170-559	KEY, SCRAPPER(2)		915347	06/17/2014			38.32
	001-205-560	CREDIT RTN: SCHLAGE KEY(4)		918761	06/18/2014			-9.35
	001-205-560	SOIL(4), SCHLAGE KEY(5), VALVE		919519	06/18/2014			43.62
	001-170-559	WASP SPRAY(3)		914723	06/23/2014			8.46
	001-170-559	100CT CABLE TIES(2), RATCHET		913083	06/24/2014			47.14
001	PASCAGOULA UTILITIES	142165	07/15/2014	07/01/2014			43.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1574306	06/27/2014			15.82
	001-161-630	SOUTH FIRE STN		1574487	06/27/2014			27.78
001	STEINER SAW & MOWER	142167	07/15/2014	07/01/2014			251.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	ROD ENDS(2)		393056	06/20/2014			90.00
	001-170-639	ROD ENDS(2)		393061	06/23/2014			90.00
	001-170-639	WEDEATER STRING(2)		393070	06/25/2014			71.90

Docket of Claims
Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS, INC.	142168	07/15/2014	07/01/2014			610.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	IGAL ANTIFRZ (7) :POLICE CARS	40311	06/13/2014			90.65	
	001-100-570	IGAL ANTIFRZ,BRAKE LOCK	40344	06/16/2014			38.75	
	001-170-639	BRIGGS STARTER (2)	40358	06/26/2014			300.00	
	001-100-570	REAR BRAKE ROTORS (2) & PADS	DO54396	06/18/2014			97.75	
	001-100-570	REAR BRAKE&FRONT BRAKE PADS (2)	DO54398	06/18/2014			83.25	
001	TEC	142187	07/15/2014	07/03/2014			69.59	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY LONG DISTANCE	782833	07/01/2014			69.59	
001	JOB'S GARAGE	142188	07/15/2014	07/03/2014			28.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-638	FLAT REPAIR:#60	13755	06/10/2014			12.00	
	001-100-638	MOUNT & BALANCE TIRE:#33	13838	06/26/2014			16.00	
001	AUTO TRUCK AND TRAILER PARTS INC	142189	07/15/2014	07/03/2014			1,029.14	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-559	SEAL KIT	242722	06/04/2014			77.90	
	001-161-638	WORK LIGHT(3):E1	242891	06/10/2014			89.85	
	001-161-638	STROBE:E1	242885	06/10/2014			93.00	
	001-161-638	WORK LIGHT(3):E1	242884	06/10/2014			89.85	
	001-161-638	SEAL:E4	243024	06/16/2014			43.54	
	001-100-570	55GAL OIL:POLICE CARS	243122	06/19/2014			635.00	
001	SYSCON INC	142190	07/15/2014	07/07/2014			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-698	JUL 2014 COURT SUPPORT	1-26007	07/01/2014			1,475.00	
001	G&K SERVICES INC	142191	07/15/2014	07/07/2014			257.55	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-535	MAINTENANCE	1033497499	06/02/2014			51.51	
	001-205-535	MAINTENANCE	1033499662	06/09/2014			51.51	
	001-205-535	MAINTENANCE	1033501840	06/16/2014			51.51	
	001-205-535	MAINTENANCE	1033504009	06/23/2014			51.51	
	001-205-535	MAINTENANCE	1033506195	06/30/2014			51.51	
001	MALLETTE BROTHERS CONSTRUCTION, INC	142194	07/15/2014	07/07/2014			9,378.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-576	11.25 TN RAP FOB	17667	07/02/2014			382.50	
	001-201-576	52.66 TN A-BASE FOB	17667	07/02/2014			1,579.80	
	001-201-576	52.95 CY FILL SAND FOB	17667	07/02/2014			635.40	
	001-201-576	115.16 TN RIP RAP FOB	17667	07/02/2014			6,333.80	
	001-201-576	5.96 TN ASPHALT FOB	17667	07/02/2014			447.00	
001	O'REILLY AUTO PARTS	142197	07/15/2014	07/07/2014			482.86	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-022-638	WIPER BLADE (2), FILTER,OIL(2)	1978337266	05/29/2014			35.05	
	001-100-570	RTN:ARCTIC FRZ (2)	1978337962	06/04/2014			-55.98	

Docket of Claims
Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	142197	07/15/2014	07/07/2014			482.86	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-638	FILTER,OIL(2):R39	1978338037	06/05/2014			26.07	
	001-100-570	BATTERY TEND ACC:#24	1978338139	06/06/2014			7.99	
	001-170-639	FLAT WASHERS(67),HEX NUTS(22)	1978338144	06/06/2014			23.26	
	001-205-638	DISC PAD,BRAKE ROTOR(2)	1978338513	06/09/2014			96.80	
	001-100-570	SPARK PLUG(8)	1978338555	06/09/2014			27.92	
	001-205-638	RTN:DISC PAD,BRAKE ROTOR(2)	1978338879	06/12/2014			-96.80	
	001-170-639	SPARK PLUG(12)	1978339303	06/16/2014			25.08	
	001-170-639	BATTERY	1978339390	06/17/2014			130.33	
	001-161-638	FRON:RS1	1978340428	06/26/2014			10.99	
	001-100-570	RAD FAN ASSY	1978340533	06/27/2014			157.16	
	001-170-639	TRAILER WIRE,CON KIT,LIGHT(2)	1978340534	06/27/2014			38.84	
	001-100-570	WHEEL:CROWN VIC	1978340572	06/27/2014			99.99	
	001-100-570	WHEEL:CROWN VIC	1978340573	06/27/2014			99.99	
	001-100-570	WHEEL:CROWN VIC	1978340574	06/27/2014			99.99	
	001-100-570	WHEEL:CROWN VIC	1978340575	06/27/2014			99.99	
	001-100-570	IDLER PULLEY:#9	1979332256	04/14/2014			16.18	
	001-170-559	RTN CREDIT:HEATER	1978338718	06/11/2014			-359.99	
001	SINGING RIVER E.P.A.	142199	07/15/2014	07/09/2014			9,381.30	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING	06162014	06/25/2014			4,995.12	
	001-201-629	SIGNAL LIGHTS	06162014	06/25/2014			1,161.25	
	001-092-631	CITY HALL	06162014	06/25/2014			1,422.11	
	001-170-631	FRAZIER PARK	06162014	06/25/2014			47.82	
	001-170-631	SENIOR BLDG	06172014	06/25/2014			679.73	
	001-161-631	CENTRAL FD	06162014	06/25/2014			443.24	
	001-170-631	CITY PARK	06162014	06/25/2014			207.45	
	001-092-631	PUBLIC WORKS	06162014	06/25/2014			401.08	
	001-092-631	HWY 90 SIGN	06162014	06/25/2014			23.50	
001	SINGING RIVER E.P.A.	142200	07/15/2014	07/09/2014			2,938.37	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION	66298004	06162014	06/25/2014		1,860.17	
	001-161-631	SOUTH FD	76008001	06172014	06/26/2014		290.62	
	001-201-629	SIGNAL LIGHT	89113001	06162014	06/25/2014		56.48	
	001-170-631	CITY PARK RESTRMS	89912001	06162014	06/25/2014		127.04	
	001-201-633	STREET LIGHTS	90345002	06162014	06/25/2014		346.46	
	001-092-631	RECORDS BLDG	90790001	06162014	06/25/2014		197.73	
	001-092-631	DIGITAL SIGN	97127001	06162014	06/25/2014		59.87	
001	SINGING RIVER E.P.A.	142201	07/15/2014	07/09/2014			880.62	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST	94987002	06162014	06/25/2014		109.99	
	001-201-633	DOLPHIN ST	94988002	06162014	06/25/2014		123.35	
	001-201-633	DOLPHIN ST	94989002	06162014	06/25/2014		23.50	
	001-201-633	DOLPHIN ST	94990002	06162014	06/25/2014		623.78	
001	SINGING RIVER E.P.A.	142203	07/15/2014	07/09/2014			1,727.38	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	BACOT PARK	10137	06172014	06/26/2014		134.39	
	001-201-629	SIGNAL LIGHTS	10138	06172014	06/26/2014		1,592.99	

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001	FUELMAN OF MS	142206	07/15/2014	07/09/2014			4,497.30	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP41612800	06/30/2014			47.16	
	001-092-525	UNL FUEL	NP41612800	06/30/2014			81.17	
	001-100-525	UNL FUEL	NP41612800	06/30/2014			3,471.63	
	001-161-525	UNL & DSL FUEL	NP41612800	06/30/2014			485.21	
	001-170-525	UNL FUEL	NP41612800	06/30/2014			155.53	
	001-205-525	UNL & DSL FUEL	NP41612800	06/30/2014			256.60	
001	FUELMAN OF MS	142209	07/15/2014	07/09/2014			4,215.65	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP41729527	07/07/2014			154.59	
	001-092-525	UNL FUEL	NP41729527	07/07/2014			46.41	
	001-100-525	UNL FUEL	NP41729527	07/07/2014			3,346.41	
	001-161-525	UNL & DSL FUEL	NP41729527	07/07/2014			324.96	
	001-170-525	UNL FUEL	NP41729527	07/07/2014			207.45	
	001-205-525	UNL & DSL FUEL	NP41729527	07/07/2014			135.83	
001	C SPIRE WIRELESS	142212	07/15/2014	07/09/2014			1,406.22	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONES	0030759348	06/30/2014			133.98	
	001-022-605	HR CELL PHONES	0030759348	06/30/2014			123.98	
	001-040-605	CITY CLERK CELL PHONES	0030759348	06/30/2014			227.37	
	001-090-605	ECON DEV CELL PHONES	0030759348	06/30/2014			376.89	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	06/30/2014			260.12	
	001-170-605	RECREATION CELL PHONES	0030759348	06/30/2014			144.99	
	001-205-605	MAINT CELL PHONES	0030759348	06/30/2014			26.89	
	001-040-559	LIFEPROOF CASE:RUSSELL,C	0030759348	06/30/2014			56.00	
	001-161-559	LIFEPROOF CASE:MCCOY,D	0030759348	06/30/2014			56.00	
001	CREDIT CARD CENTER	142215	07/15/2014	07/09/2014			3,455.96	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-001-681	2014 MML CONF: CITY COUNCIL	0001350	05/29/2014			1,645.00	
	001-021-681	2014 MML CONF: CITY MANAGER	0001350	05/29/2014			235.00	
	001-040-681	2014 MML CONF: CITY CLERK	0001350	05/29/2014			235.00	
	001-040-681	2014 MML CONF: CITY ATTORNEY	0001350	05/29/2014			235.00	
	001-090-681	BASIC EXCEL: STANTON,A	5813845	06/04/2014			79.00	
	001-090-681	BASIC EXCEL: HONEA,R	5813845	06/04/2014			79.00	
	001-090-681	BEYOND BASIC EXCEL:HUFFMAN	5813846	06/04/2014			49.00	
	001-090-681	BEYOND BASIC EXCEL:NICHOLSON	5813846	06/04/2014			49.00	
	001-045-500	LANIER TONER & WASTE BOTTLES	9300026	06/04/2014			313.47	
	001-090-681	ICC REFERENCE MATERIALS	3013778	06/04/2014			509.75	
	001-040-500	CERTIFIED COPY STAMP	2020605	06/19/2014			26.74	
001	COMPANION PROPERTY & CASUALTY GROUP	142218	07/15/2014	07/10/2014			7,645.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-625	COMMERCIAL PROPERTY	0003631775	07/04/2014			7,645.00	

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001	FIRST INSURANCE FUNDING CORP	142219	07/15/2014	07/10/2014			16,377.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	JUL 2014 LIABILITY		07312014	07/14/2014		16,377.32	
001	JACKSON COUNTY ADULT DETENTION CENTER	142220	07/15/2014	07/10/2014			8,976.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUN 2014 ADC CHGS		06302014	07/08/2014		8,960.00	
	001-010-696	PHARMACY CHARGES		06302014	07/08/2014		16.15	
001	MS DEPT OF FINANCE & ADMIN	142221	07/15/2014	07/10/2014			31,633.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2014 COURT ASSESSMENTS		06302014	07/02/2014		31,633.25	
001	MS DEPT OF PUBLIC SAFETY	142222	07/15/2014	07/10/2014			226.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2014 SPECIAL ASSESSMENTS		06302014	07/02/2014		226.00	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	142224	07/15/2014	07/11/2014			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-645	JUN 2014 CLUB SUPPORT		06302014	07/05/2014		833.33	
001	DANCEL MULTIMEDIA	142225	07/15/2014	07/11/2014			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2014 WEBSITE HOSTING		842	07/05/2014		250.00	
001	DPS LAW ENFORCEMENT TRAINING	142226	07/15/2014	07/11/2014			20.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	LODGING: BEVERS,D		2AC0000294	02/14/2012		20.00	
001	FEDERAL EXPRESS	142227	07/15/2014	07/11/2014			153.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	OVERNIGHT:IPMA TEST PKTS		270433227	06/06/2014		62.74	
	001-090-607	OVERNIGHT:DUI GRANT		270433227	06/06/2014		22.67	
	001-090-607	OVERNIGHT:SMOKE FREE GRANT		270433227	06/26/2014		27.10	
	001-090-607	UDO & FILES TO ERICA GREENE		270433227	06/27/2014		18.83	
	001-090-607	OVERNIGHT:TIDELANDS REPORT		270433227	06/30/2014		22.45	
001	MEDWORKS OCCUPATIONAL CLINIC	142230	07/15/2014	07/11/2014			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	BLOOD TESTS:RICHARDSON,S		8647	07/01/2014		80.00	
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	142231	07/15/2014	07/11/2014			453.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT:POSTAGE MACHINE		1 591247JN14	07/03/2014		423.00	
	001-092-698	PROGRAM FEES		1 591247JN14	07/03/2014		30.00	
001	PITNEY BOWES PURCHASE POWER	142232	07/15/2014	07/11/2014			621.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER		20060869	06/20/2014		621.00	

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001	SECURE NETWORKS LLC	142233	07/15/2014	07/11/2014			393.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	MAINT RENEWAL:DELL SERVER	2100	06/16/2014			393.00	
001	SRHS BUSINESS OFFICE	142234	07/15/2014	07/11/2014			90.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	DRUG SCREEN-POST ACCIDENT	06102013	06/10/2013			90.00	
001	CLYDE C SCOTT INSURANCE AGENCY INC	142238	07/15/2014	07/11/2014			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	SURETY BOND CHANGES	12626	07/08/2014			350.00	
001	CITY OF GAUTIER 7M BOND ACCT	142239	07/15/2014	07/11/2014			380,934.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-900-969	TR DBBT SERVICE:FUND 130	08012014	07/15/2014			380,934.38	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	142241	07/15/2014	07/11/2014			549.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FIRE COMPANY OFFICER A TEST	24202080	06/19/2014	140846	171.00		
	001-022-660	ADMINISTRATION FEE	24202080	06/19/2014	140846	85.50		
	001-022-660	FO-EL 101 ENTRY LEVEL TEST	24202404	06/23/2014	140845	156.75		
	001-022-660	ADMINISTRATION FEE	24202404	06/23/2014	140845	85.50		
	001-022-660	PSUP 302 POLICE SUPERVISOR TES	24202415	06/24/2014	140847	114.00		
	001-022-660	ADMIN FEE	24202415	06/24/2014	140847	85.50		
	001-022-660	CREDIT MEMO: RTN TESTS	24201891	06/17/2014		-10.75		
	001-022-660	CREDIT MEMO: RTN TESTS	24201892	06/17/2014		-16.76		
	001-022-660	CREDIT MEMO: RTN TESTS	24201893	06/17/2014		-67.04		
	001-022-660	CREDIT MEMO: RTN TESTS	24202050	06/23/2014		-53.75		
001	FOSTER'S AIR CONDITIONING & HEATING INC	142243	07/15/2014	07/11/2014			6,164.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	AMANA A/C UNIT: SUB STATION	29773	06/30/2014	140834	6,164.38		
001	CITY LOCK SHOP	142244	07/15/2014	07/11/2014			37.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	8 KEYS: ECO DEV	5105	06/26/2014	140820	12.00		
	001-170-559	3 KEYS: RESERVATION BOX	5105	06/26/2014	140820	5.25		
	001-170-559	6 KEYS: PARK RESTROOMS	5105	06/26/2014	140820	12.00		
	001-170-559	KEY TAGS (9)	5105	06/26/2014	140820	3.15		
	001-170-559	KEY TAGS (2)	5105	06/26/2014	140820	1.50		
	001-170-559	2 KEYS: VAN (2)	5105	06/26/2014	140820	3.50		
001	RIVIERA FINANCE OF TEXAS INC	142247	07/15/2014	07/11/2014			663.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	SET LT245/75R16 BFG U#465	65999	05/30/2014	140739	600.12		
	001-205-638	MOUNT/BALANCE	65999	05/30/2014	140739	63.80		

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001	SECURE NETWORKS LLC	142248	07/15/2014	07/11/2014			796.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-500	DELL OPTIPLEX 3020 (STEEN)	2110	06/27/2014	140842		796.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142249	07/15/2014	07/11/2014			899.29	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-500	BROTHER LC65HYBK INK (2)	3234316039	06/19/2014	140815		86.56	
	001-040-500	STAPLES 10"X13" ENVELOPES	3234316039	06/19/2014	140815		29.73	
	001-040-500	DURACELL AA BATTERIES	3234316039	06/19/2014	140815		20.00	
	001-040-500	PENTEL SUPER HI-POLYMER LEAD	3234316039	06/19/2014	140815		.75	
	001-040-500	SHARPIE FINE PENS BLUE (12)	3234316039	06/19/2014	140815		16.35	
	001-021-559	STAPLES PERF PAD JR LGL (12)	3234316039	06/19/2014	140815		2.99	
	001-021-500	STAPLES CARD STOCK 8 1/2" X 11	3234316039	06/19/2014	140815		18.62	
	001-021-500	POST IT 3"X3" NOTES (2)	3234316039	06/19/2014	140815		34.30	
	001-040-500	COPY PAPER (7)	3234316039	06/19/2014	140815		268.24	
	001-100-500	COPY PAPER (3)	3234316039	06/19/2014	140815		114.96	
	001-010-500	HP LASERJET P2035 (D DAVIS)	3234662038	06/21/2014	140817		237.45	
	001-021-559	HP 950XL BK INK (2)	323559773	07/03/2014	140882		69.34	
001	MEDWORKS OCCUPATIONAL CLINIC	142250	07/15/2014	07/11/2014			225.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-022-604	PRE-EMP PHYSICAL: GREENE,E	8655	07/01/2014	140811		50.00	
	001-022-604	DRUG SCREEN: GREENE,E	8655	07/01/2014	140811		25.00	
	001-022-604	PRE-EMP PHYSICAL: HOGGATT,M	8655	07/01/2014	140811		50.00	
	001-022-604	DRUG SCREEN: HOGGATT,M	8655	07/01/2014	140811		25.00	
	001-100-604	PRE-EMP PHYSICAL: SLACK,T	8655	07/01/2014	140750		50.00	
	001-100-604	DRUG SCREEN: SLACK, T	8655	07/01/2014	140750		25.00	
001	HARRISON COUNTY SHERIFF'S OFFICE	142252	07/15/2014	07/11/2014			400.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-681	RESERVE TRAINING:GODARD,A	R-2014-1	06/26/2014	140346		200.00	
	001-100-681	RESERVE TRAINING:GODARD,M	R-2014-1	06/26/2014	140346		200.00	
FUND TOTAL	1 Claims	to	Checks	48 Total	504,927.26 Manual		Held	Total 504,927.26

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013	JOHN B STEWART, REAL ESTATE APPRAISER	142223	07/15/2014	07/11/2014			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	013-021-750	REVIEW LOWES APPRAISAL		COG-2014-1	06/27/2014		1,000.00	
013	GLOBAL VALUATION SERVICES INC	142229	07/15/2014	07/11/2014			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	013-021-750	APPRAISE DONATED LAND:LOWES		14-1766	06/27/2014		2,500.00	
FUND TOTAL	13 Claims	to	Checks	2 Total	3,500.00 Manual	Held	Total	3,500.00

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130	LOWE'S HOME CENTER'S, INC.	142155	07/15/2014	07/01/2014			717.05	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	130-130-756	WEST FIRE STN PANTRY:SUPPLIES	981708	06/02/2014			717.05	
130	PEOPLES BANK-CORPORATE TRUST SERVS	142217	07/15/2014	07/10/2014			380,934.38	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	130-680-812	GAUTIER GO BNDS 2010	3194	08/01/2014			275,000.00	
	130-680-813	GAUTIER GO BNDS 2010	3194	08/01/2014			105,934.38	
130	GULF COAST BUSINESS SUPPLY CO.	142242	07/15/2014	07/11/2014			79.94	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	130-130-756	HAND TOWEL DISPENSER	88962	07/09/2014	140889		56.20	
	130-130-756	ALUMINUM FRAME CORK	88962	07/09/2014	140889		23.74	
130	LEGACY LOCKERS, LLC	142251	07/15/2014	07/11/2014			5,968.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	130-130-756	LEGACY MODEL A-1 LOCKER	21689-F	06/24/2014	130940		4,260.00	
	130-130-756	SINGLE FINISHED PLASTIC	21689-F	06/24/2014	130940		440.00	
	130-130-756	LEGACY 4" H BASE WITH MATCHING	21689-F	06/24/2014	130940		608.00	
	130-130-756	SHIPPING	21689-F	06/24/2014	130940		660.00	
FUND TOTAL 130	Claims	to	Checks	4 Total	387,699.37 Manual	Held	Total	387,699.37

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176	ENTERPRISE FUND	142151	07/15/2014	06/30/2014			532.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-632	SERVICE 05/13-06/13		872968	07/15/2014			532.59
176	LOWE'S HOME CENTER'S, INC.	142156	07/15/2014	07/01/2014			21.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	OUTLET, CONTACT CLEANER, SCREWS		903234	06/19/2014			21.60
176	STEINER SAW & MOWER	142166	07/15/2014	07/01/2014			182.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	WHEEL BEARING KIT(4), SLEEVE		543099	06/05/2014			92.00
	176-170-639	SLEEVE(3), BOLTS(9)		393006	06/06/2014			90.00
176	BELL AUTO PARTS, INC.	142169	07/15/2014	07/01/2014			185.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	SERVICE CD MANUAL		40331	06/10/2014			86.75
	176-170-559	PARTS & OWNERS CD MANUAL		40332	06/12/2014			99.00
176	O'REILLY AUTO PARTS	142196	07/15/2014	07/07/2014			59.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BATTERY		1978338514	06/09/2014			49.39
	176-170-639	SOAP(2), KRYLON DUAL		1978340133	06/23/2014			9.77
176	SINGING RIVER E.P.A.	142202	07/15/2014	07/09/2014			2,517.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES		76854002	06172014	06/28/2014		2,192.92
	176-170-631	HOUSE		76855002	06172014	06/25/2014		324.21
176	FUELMAN OF MS	142207	07/15/2014	07/09/2014			258.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL & DSL FUEL		NP41612800	06/30/2014			258.52
176	FUELMAN OF MS	142210	07/15/2014	07/09/2014			20.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP41729527	07/07/2014			20.69
176	C SPIRE WIRELESS	142213	07/15/2014	07/09/2014			124.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONES		0030759348	06/30/2014			124.99
FUND TOTAL	176 Claims	to	Checks	9 Total	3,902.43 Manual	Held	Total	3,902.43

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400	LOWE'S HOME CENTER'S, INC.	142157	07/15/2014	07/01/2014			7.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	LIME(2)		903798	06/05/2014			7.56
400	JACKSON COUNTY UTILITY AUTHORITY	142159	07/15/2014	07/01/2014			117,586.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2014 TREATMENT CHGS		39892	07/01/2014			116,959.00
	400-651-668	FY 2013 ACTUAL FLOW ADJ		39892	07/01/2014			627.00
400	AT&T	142185	07/15/2014	07/03/2014			60.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	06/14/2014			60.96
400	CLEARWATER SOLUTIONS LLC	142186	07/15/2014	07/03/2014			145,083.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUN 2014 OPERATION FEE		GAUTIER19	07/01/2014			145,083.00
400	G&K SERVICES INC	142192	07/15/2014	07/07/2014			34.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	UNIFORMS		1033497499	06/02/2014			6.83
	400-651-559	UNIFORMS		1033499662	06/09/2014			6.83
	400-651-559	UNIFORMS		1033501840	06/16/2014			6.83
	400-651-559	UNIFORMS		1033504009	06/23/2014			6.83
	400-651-559	UNIFORMS		1033506195	06/30/2014			6.83
400	WASTE MANAGEMENT OF MS-GLF COAST INC	142198	07/15/2014	07/09/2014			2,356.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		6056692134	07/01/2014			2,356.77
400	SINGING RIVER E.P.A.	142204	07/15/2014	07/09/2014			10,328.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17882		06162014	06/25/2014			2,204.16
	400-651-631	WATER WELLS 17882		06162014	06/25/2014			6,626.50
	400-651-631	CITY HALL SOUTH 17882		06162014	06/25/2014			1,497.73
400	SINGING RIVER E.P.A.	142205	07/15/2014	07/09/2014			3,960.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		06172014	06/26/2014			219.29
	400-651-631	LIFT STNS 17884		06172014	06/26/2014			1,572.80
	400-651-631	LIFT STNS 17883		06172014	06/26/2014			1,455.93
	400-651-631	WATER WELL 17883		06172014	06/26/2014			712.44
400	FUELMAN OF MS	142208	07/15/2014	07/09/2014			54.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP41612800	06/30/2014			54.53
400	FUELMAN OF MS	142211	07/15/2014	07/09/2014			104.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP41729527	07/07/2014			104.03

Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	142214	07/15/2014	07/09/2014			103.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES		0030759348	06/30/2014			103.59
400	CREDIT CARD CENTER	142216	07/15/2014	07/09/2014			98.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	LEXMARK RIBBONS (4)		2460336	06/23/2014			98.39
400	FEDERAL EXPRESS	142228	07/15/2014	07/11/2014			60.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	SHIP BACKFLOW PREVENTERS		270433227	06/25/2014			60.39
400	MS STATE DEPT OF HEALTH	142235	07/15/2014	07/11/2014			20,440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ANNUAL WATER QUALITY ANALYSIS		0300004	07/01/2014			20,440.00
400	CITY OF GAUTIER	142240	07/15/2014	07/11/2014			400,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRANSFER		07152014	07/15/2014			400,000.00
400	COAST BATTERY SPECIALIST, INC.	142245	07/15/2014	07/11/2014			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PS-1250 BATTERY (SCADA SYS)		35475	06/13/2014	140802		180.00
400	COAST CHLORINATOR & PUMP CO., INC.	142246	07/15/2014	07/11/2014			229.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	55 GAL-12.5% BLEACH (WELL 4)		61165	07/08/2014	140896		229.00
400	BEST CHOICE BACKFLOW SERVICES	142253	07/15/2014	07/11/2014			95.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-681	ANNUAL CALIBRATION		3931	06/26/2014	140905		95.00
400	J H WRIGHT & ASSOCIATES, INC.	142254	07/15/2014	07/11/2014			5,182.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	2-PRIMEX PC2000 LS CONTROLLER		377062	06/25/2014	140673		1,190.00
	400-651-767	MODEL 802 MISSION UNIT (LS26)		377063	06/25/2014	140729		2,100.00
	400-651-767	WET WELL MODULE		377063	06/25/2014	140729		175.00
	400-651-767	ANNUAL SERVICE FEE 3 YR		377063	06/25/2014	140729		1,692.00
	400-651-767	FREIGHT		377063	06/25/2014	140729		25.00
FUND TOTAL 400 Claims	to	Checks	19 Total	705,964.22 Manual		Held	Total	705,964.22

Docket of Claims
Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	142193	07/15/2014	07/07/2014			316.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	JUN 2014 158 @ 2.00		1943	06/30/2014			316.00
404	DELTA SANITATION OF MS, LLC	142195	07/15/2014	07/07/2014			81,771.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JUN 2014 RES GARBAGE SERV		7468	06/30/2014			78,813.12
	404-677-693	JUN 2014 RES CART RENTAL		7468	06/30/2014			2,763.53
	404-677-693	JUN 2014 COM CART RENTAL		7468	06/30/2014			194.68
404	JACKSON CO BOARD OF SUPERVISORS	142236	07/15/2014	07/11/2014			2,406.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	HAZARDOUS WASTE COLL DAY		HHW2014-3	06/11/2014			2,406.98
FUND TOTAL 404 Claims		to	Checks	3 Total	84,494.31 Manual		Held	Total 84,494.31

Docket of Claims
Release date from 07/15/2014 thru 07/15/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
405	TRI-STAR	142237	07/15/2014	07/11/2014			125.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	405-677-695	DEBRIS RMVL: SPANISH TRL	06262014	06/26/2014			125.00	
FUND TOTAL	405 Claims	to	Checks	1 Total	125.00 Manual	Held	Total	125.00

Docket of Claims
 Release date from 07/15/2014 thru 07/15/2014

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	48 Total	504,927.26 Manual	Held	Total	504,927.26
FUND 13 Claims	to	Checks	2 Total	3,500.00 Manual	Held	Total	3,500.00
FUND 130 Claims	to	Checks	4 Total	387,699.37 Manual	Held	Total	387,699.37
FUND 176 Claims	to	Checks	9 Total	3,902.43 Manual	Held	Total	3,902.43
FUND 400 Claims	to	Checks	19 Total	705,964.22 Manual	Held	Total	705,964.22
FUND 404 Claims	to	Checks	3 Total	84,494.31 Manual	Held	Total	84,494.31
FUND 405 Claims	to	Checks	1 Total	125.00 Manual	Held	Total	125.00

Total for all Funds	Checks	86 Total	1,690,612.59 Manual	Held	Total	1,690,612.59
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Motion made by Councilwoman Martin requesting action for Council to review the existing Recreation Advisory Committee list of possible changes and additions to their functions. Motion seconded by Councilman Vaughan and unanimously carried.

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

ORDER NUMBER 165-2014

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

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

Motion was made by **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 July 15, 2014.

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

ORDER NUMBER 166-2014

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 and June 2014 are hereby received.

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

Motion was made by **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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 15, 2014.

City of Gautier
Business Registry
May-14

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
	497 2015-05-0004098	R&R Air Conditioning	\$20.00
****	1265 2014-00-0004099	Butch Oustalet Chevrolet Cadillac	\$250.00
	843 2015-05-0004100	All Washed Up	\$20.00
	1172 2015-09-0004101	Duo Dance Event Center	\$20.00
	493 2015-05-0004102	Body Quest Fitness & Aerobics	\$20.00
	494 2015-05-0004103	Chuck Stevens Automotive of MS	\$78.00
*****	771 2014-06-0004104	Fabulous Pools	\$24.00
	771 2015-06-0004105	Fabulous Pools	\$20.00
	498 2015-05-0004106	Mary Walker Marina	\$35.00
*****	360 2013-03-0004107	J T Martin Contractors	\$27.00
*****	360 2014-03-0004108	J T Martin Contractors	\$24.60
*****	360 2015-03-0004109	J T Martin Contractors	\$22.20
	591 2015-05-0004110	Cochran Pools, Inc.	\$30.00
*****	611 2014-06-0004111	Crown of Glory Beauty Salon	\$24.00
	611 2015-06-0004112	Crown of Glory Beauty Salon	\$20.00
*****	285 2013-02-0004113	Mitchell Homes	\$27.20
*****	285 2014-02-0004114	Mitchell Homes	\$24.80
*****	285 2015-02-0004115	Mitchell Homes	\$22.40
	746 2015-05-0004116	Exotic Nails	\$20.00
*****	922 2015-04-0004117	All Pro Towing, LLC	\$22.00
*****	962 2015-03-0004118	Lloyd B. Marshall, Jr., CPA	\$22.20
*****	395 2015-04-0004119	Coastal Painting/Gen. Contracts	\$33.00
*****	411 2015-04-0004120	Magnolia Mini Warehouses	\$22.00
	220 2015-05-0004121	Noble Realty	\$20.00
*****	318 2015-03-0004122	Coast Meadows Mobile Home Park	\$22.20
	1148 2015-05-0004123	Redbox Automated Retail, LLC	\$45.00
	602 2015-05-0004124	Advanced America, #263	\$20.00
*****	367 2015-03-0004125	Hickory Hills Gulf Coast	\$49.95
	913 2015-05-0004126	Volunteer in Medicine Gautier	\$20.00
	483 2015-05-0004127	G.I. Museum	\$20.00
	1219 2015-05-0004128	Bad Boy Minor	\$20.00
*	1266 2015-05-0004129	Fashion World	\$25.00
	626 2015-06-0004130	Andersen-Wells, Inc.	\$20.00
*****	792 2014-09-0004131	Santa Maria RV Resort & Marina	\$23.40
	792 2015-09-0004132	Santa Maria RV Resort & Marina	\$20.00
*****	882 2014-11-0004133	Specialty Trailer Supply, LLC	\$37.38
	601 2015-05-0004134	A & V Cleaning	\$20.00
	496 2015-05-0004135	Family Dollar Store of MS #5212	\$55.00
	760 2015-05-0004136	Digital Enterprises	\$20.00
	479 2015-05-0004138	River Chase Village	\$150.00
Total			\$1,416.33

*	New Business	1
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	1
*****	Closed Business	16
*****	Delinquent Renewals Issued	16

City of Gautier
Business Registry
Jun-14

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
*****551	2015-05-0004139	Norwood Snowballs	\$22.00
*****504	2015-05-0004140	Eco-Tours of South Mississippi	\$20.00
*1267	2015-06-0004141	U2 Vape	\$20.00
*****592	2015-05-0004142	Early Adventures Learning Center	\$33.00
*****976	2015-05-0004143	James R. Lee	\$22.00
772	2015-06-0004144	G.T. Enterprises	\$20.00
777	2015-06-0004145	Larry's Pool & Handyman Service	\$20.00
24	2015-06-0004146	Glen Mark Apartments	\$20.00
605	2015-06-0004147	Audio Wave	\$20.00
607	2015-06-0004148	Check Now, #208	\$20.00
*****1182	2014-10-0004149	Show Pro Security	\$23.40
634	2015-06-0004150	Robinson Realty, LLC	\$20.00
*****397	2015-04-0004151	Dr. Edward R. Cohen, Podiatry	\$33.30
995	2015-06-0004152	Hickory Hills Pottery	\$20.00
*****841	2015-05-0004153	Trinity House	\$22.00
*****502	2015-05-0004154	Sonic Drive Inn of Gautier, MS	\$33.00
*1268	2015-06-0004155	Unique Bow-tique	\$20.00
*****333	2015-05-0004156	Sylvan Learning Center	\$22.00
789	2015-06-0004157	Quality Aero, Inc.	\$20.00
267	2015-06-0004158	American Lube Fast	\$30.00
536	2015-06-0004159	Lowe's #2700	\$1,840.00
620	2015-06-0004160	Dirt Cheap, LLC	\$62.50
*****484	2015-05-0004161	Auto Air of Gautier, Inc.	\$22.00
615	2015-06-0004162	G & S Construction Co.	\$20.00
612	2015-06-0004163	D & D Consulting	\$20.00
*****916	2015-05-0004164	Lokring Gulf Coast, LLC	\$68.75
622	2015-06-0004165	Handy Lock, LLC	\$20.00
618	2015-06-0004166	Handy Lock Self Storage	\$20.00
584	2015-06-0004167	Acadian Ambulance Service	\$30.00
1152	2015-06-0004168	R&R Lawn Care	\$20.00
*1269	2015-06-0004170	McCabe Orthodontics, PLLC	\$30.00
616	2015-06-0004171	Gautier Family Dentistry, PLLC	\$30.00
775	2015-06-0004172	Engility	\$48.00
985	2015-06-0004173	Vivint, Inc.	\$30.00
****1270	2014-00-0004174	Arm Security	\$250.00
*1271	2015-06-0004175	Joshua Austin	\$20.00
*1272	2015-06-0004176	Simply Elegant Crafts and Accessories, LLC	\$20.00
*1273	2015-06-0004177	Leather Neck Lawn Care & Maintenace	\$20.00
*1274	2015-06-0004178	Cast Iron Café, LLC	\$30.00
769	2015-06-0004179	Delta Sanitation, LLC	\$150.00
*****506	2015-05-0004180	Economy Boots	<u>\$22.00</u>
Total			\$3,233.95

*	New Business	7
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	1
*****	Closed Business	7
*****	Delinquent Renewals Issued	12

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

ORDER NUMBER 167-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from the July 1, 2014 Regular Council Meeting 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 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 July 15, 2014.

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

**RESOLUTION NUMBER 015-2014
PROCLAMATION
(A Local Emergency)**

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed any and all documents necessary.

Motion was made by **Councilman Vaughan**, seconded by **Councilman 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 July 15, 2014.

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

ORDER NUMBER 168-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by the Pascagoula School District to waive fees for the Gautier High School Baseball and Softball Facilities in the amount of \$8,049.000 is hereby authorized.

Building, Mechanical, Plumbing and Electrical Fees - \$5,366.00
Building Plan Review Fee - \$2,683.00

Total Amount - \$8,049.00

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 July 15, 2014.

Tricia Thigpen

From: Addie Bang <abang@gautier-ms.gov>
Sent: Wednesday, July 09, 2014 2:00 PM
To: tthigpen@gautier-ms.gov
Subject: RE: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

Hi Tricia,

Sorry for the delay.
I went ahead and added the cost for the alternative set of plans so all points are covered.

Building, Mechanical, Electrical, Plumbing Fees \$5366.00
Building Plan Review Fee \$2683.00
Total \$8049.00

From: Tricia Thigpen [<mailto:tthigpen@gautier-ms.gov>]
Sent: Wednesday, July 09, 2014 9:45 AM
To: Addie LaShanda Bang
Subject: FW: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

Good Morning

Just a FRIENDLY reminder that I need these figures.

Hope you are having a great day!

Thanks

From: Tricia Thigpen [<mailto:tthigpen@gautier-ms.gov>]
Sent: Monday, July 07, 2014 9:02 AM
To: Addie LaShanda Bang (abang@gautier-ms.gov)
Cc: cnicholson@gautier-ms.gov; Chassity V. Bilbo (cbilbo@gautier-ms.gov)
Subject: FW: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

Addie

Below is a request to waive fees for the Gautier High School Baseball and Softball Facilities.

Please give me amount of the following fees that will be waived:

Building Permit
Mechanical Permit
Electrical Permit
Plumbing Permit

If you have any questions, please give me a call.

Thanks

Tricia L. Thigpen

Executive Assistant/Deputy City Clerk

City of Gautier

228-497-8000 Ext. 303 (wk)

228-497-8028 (fax)

Email: tthigpen@gautier-ms.gov

Website: www.gautier-ms.gov

From: Chassity Bilbo [<mailto:cbilbo@gautier-ms.gov>]
Sent: Friday, June 27, 2014 11:25 AM
To: tthigpen@gautier-ms.gov
Subject: FW: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

Please put on the July 15th agenda.

Thanks,

Chassity Bilbo

City Manager

Executive Assistant

City of Gautier

Phone: 228-497-8000 Ext. 306

Cell: 228-219-7644

www.gautier-ms.gov

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]
Sent: Friday, June 27, 2014 10:06 AM
To: 'Ryan Florreich'; cbilbo@gautier-ms.gov
Cc: 'Shanda Bang'
Subject: RE: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

Thanks, Ryan. The request will be on the July 15th agenda.

Samantha

From: Ryan Florreich [<mailto:rflorreich@JBHM.com>]
Sent: Friday, June 27, 2014 8:38 AM
To: Samantha Abell (sabell@gautier-ms.gov); cbilbo@gautier-ms.gov
Cc: Shanda Bang (abang@gautier-ms.gov)
Subject: 12058.00 GHS Baseball and Softball Facilities - Fee Waiver Request

We have another project currently bidding for the Pascagoula School District: **Gautier High School Baseball and Softball Facilities** (our project number 12058.00); we have submitted the plans to Shanda / Lee Bond for review.

The construction estimate range is \$1,800,000.00 – \$2,250,000.00 (Base Bid) + \$75,000.00 – \$100,000.00 (Add Alternate No. 1). The project scope is essentially as follows:

- 1) **Base Bid:**
 - A. **Baseball and Softball Fieldhouse:** +/- 4,360 square feet (heated/cooled gross building area) and an additional +/- 2,140 square feet (covered exterior "porch" area and mechanical pad area).
 - B. **Hitting Practice Facility:** +/- 5,920 square feet covered (covered exterior space with batting cages and a bunting practice area, not enclosed or heated/cooled).
- 2) **Add Alternate No. 1:** Asphalt Parking Expansion

On behalf of the School District, we request that the Building Permit, Mechanical, Electrical, and Plumbing Permit Fees for this project be waived. Please place a waiver request for this project on the council's agenda. As a note, this project does not entail new water or sewer taps; we are connecting to the existing infrastructure already at the High School / Singing River campuses.

We are happy to pay any plan review or other fees if necessary. If this request cannot make the July 1st meeting and instead needs to wait until the July 15th meeting, that is no problem.

Please let me know if you need any further information for me. Thanks,

Ryan Florreich, AIA, NCARB
Architect

JBHM
Architecture

JBHM Architects, P.A.
308 East Pearl Street, Suite 300
Jackson, MS 39201
Phone: 601.352.2699
Fax: 601.352.2693
www.jbhm.com
rflorreich@jbhm.com

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

ORDER NUMBER 169-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the revised Easement Agreement with Lowe's Home Centers, LLC to include a covenant to ensure Lowe's will properly maintain their stormwater SWPPP agreements is hereby approved.

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

Motion was made by **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 July 15, 2014.

Tricia Thigpen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Wednesday, July 09, 2014 11:32 AM
To: tthigpen@gautier-ms.gov
Cc: Joshua W. Danos Esq.; cnicholson@gautier-ms.gov
Subject: FW: Gautier Easement Agreement
Attachments: Redline - 32732154-v1-Lowes Easement - Gautier and 32732154-v2-Lowes Easement - Gautier.DOCX

Tricia,
Add the revised Lowes easement to agenda as a consent item. Attach as both a strike-thru/underline version and also the "clean copy" for comparison. The Council has previously approved. However, after conferring with Lowes and the city attorney, I determined it to be prudent to require a covenant to ensure Lowes will properly maintain their stormwater SWPPP agreements, and provide an agreement for communication and maintenance responsibility on the part of Lowes, since they will continue to utilize the stormwater ponds. This reduces potential liability and maintenance for Gautier.

Samantha

From: Adams, Alfred [<mailto:AAdams@wcsr.com>]
Sent: Wednesday, July 09, 2014 10:49 AM
To: 'Samantha Abell'; 'cnicholson@gautier-ms.gov'; 'Josh Danos (JDanos@dwwattorneys.com)'
Cc: 'Pratt, Richard - Richard G'; 'Bryan, Ken - Kenneth E' (Ken.E.Bryan@lowes.com); 'Reynolds, Michael - Michael W'; 'Richardson, Melissa - Melissa W'
Subject: Gautier Easement Agreement

Samantha, Pursuant to our conversation last evening, I was able to make changes to the draft Easement Agreement and I am submitting for your use with your City Council meeting. Conceptually I have run the covenant regarding proper disposition of storm and surface water by the Lowe's team, but they have not seen the actual language until now. I need to reserve the right to receive direction from my client on the revisions. I am comfortable conceptually with the items addressed in the redline and I think that you can submit to Council. If there are tweaks requested from my client, we can deal with them. Let's get this one across the line asap. For purposes of planning, I am going to be out of the office traveling next Monday, Tuesday, and Friday, but in on Wednesday and Thursday. Best regards, Alfred

Alfred G. Adams, Esq.

Womble Carlyle Sandridge & Rice, LLP
Partner
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Grantor, prepared by and return to:

City of Gautier

Attn: Director of Economic Dev. &
Planning

3330 Hwy. 90

Gautier, Mississippi 39553

Phone: 228-497-1878

Grantee Address:

Lowe's Home Centers, LLC

Attn: Property Management Dept.
(RES6)

1605 Curtis Bridge Road

Wilkesboro, North Carolina 28697

Phone: 336-658-4200

EASEMENT AGREEMENT

INDEXING INSTRUCTIONS:

Grantor' Indexing Instructions:

[Tracts "D" and "E" Plat Book 24, at pages 40 through 42]

Grantee's Indexing Instructions:

[Tracts "A", "B" and "C" Plat Book 24, at pages 40 through 42
and Lot 1 and Lot 2 Plat Book 23, at Page 83]

STATE OF MISSISSIPPI §

§

COUNTY OF JACKSON §

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the mutual benefits accruing to both parties the receipt and sufficiency of which is hereby acknowledged, the CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi ("Grantor"), has GRANTED AND CONVEYED, and by these presents does GRANT and CONVEY unto LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("Grantee"), its successors and assigns, a permanent non-exclusive stormwater drainage and maintenance easement ("Stormwater Easement") and an easement for access to and from William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway ("Access Easement"), subject to

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000
WCSR 32732154v2

the terms and conditions herein described. The Stormwater Easement is for ingress and egress to and use of the stormwater retention ponds, the drainage pipe through which stormwater is delivered to the stormwater retention ponds, outfall drainage pipes and related drainage structures (collectively, the “Stormwater Management Facilities”) in the area shown as “Stormwater Management Facilities” on Tract “D” and Tract “E”, Lowe’s Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description (the “Plat”) and further described on Exhibit “A” attached hereto and incorporated herein by reference. The Access Easement is to provide unfettered non-exclusive access for the Grantee’s Land as hereinafter described over the Servient Land for connection and access to William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway. Collectively the Stormwater Easement and the Access Easement may be referred to and referenced herein as “Easement”. Contemporaneously with this Easement Agreement, Grantee is donating Tract “D” and Tract “E”, Lowe’s Town Center, as per the Plat as further described on Exhibit “B” attached hereto (the “Servient Land”) to Grantor which includes the appurtenant easement rights granted to Grantor to utilize the “Stormwater Easement Area between Lowe’s Home Centers, LLC & City of Gautier, MS” as shown on the Plat.

It is expressly understood and agreed that the Easement is granted and accepted subject to the following conditions, limitations and stipulations, to which Grantor and Grantee agree to be bound:

1. Grantee owns property adjacent to the Servient Land where Grantee operates a Lowe’s Home Improvement Warehouse which includes all site related improvements necessary to so utilize the property including, but not limited to, a building, parking lot, signage, landscaping, and lighting as well as outparcels all of which are more particularly described on Exhibit “C” attached hereto and incorporated herein by reference (all inclusive the “Grantee’s Land”). This Easement, which is deemed to be an easement appurtenant to the Grantee’s Land, is for stormwater drainage and maintenance and may be used by Grantee in perpetuity to convey, discharge, and transmit stormwater drainage from those owning all or any portion of the Grantee’s Land under, through and across the Servient Land and into the Stormwater Management Facilities now located on the Servient Land and for non-exclusive access across the Servient Land to and from the Grantee Land and William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway.
2. Grantor represents and warrants that Grantee’s use of Grantee’s Land as a retail home improvement store is in conformance with Grantor’s legal requirements, and Grantee will not be required to meet any city code or regulatory requirement resulting from Grantee’s donation of the Servient Land to Grantor. Grantor accepts any changes or modifications to open space, setback, buffer and signage within Grantee’s Land created by the aforementioned donation of the Servient Land and this Easement Agreement. With regard to the Access Easement, the Grantor shall not relocate, alter, block, limit, impede or obstruct the existing access which the owners of the Grantee Land, and their grantees, successors and assigns utilize for access to William Payne Adams Boulevard without the prior written consent of Grantee which consent shall be subject to the sole and absolute discretion of Grantee.
3. Grantor, at its sole cost and expense, shall operate and maintain the Stormwater Management Facilities and the Servient Land in order to provide the necessary water quality volume and water quantity attenuation volume necessary to accommodate stormwater runoff

Initial _____, _____

Lowe’s Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

at the present and future rates and volumes which flow from the operations and ownership of properties comprising all or a portion of the Grantee's Land. Grantor, at its sole cost and expense, shall further construct, maintain, operate and replace, as needed, the existing drainage pipe located on the Servient Land through which the stormwater generated on the Grantee's Land is conveyed upon or under the Servient Land to the stormwater retention ponds which are a component of the Stormwater Management Facilities. Grantor, at its sole cost and expense, shall maintain the Stormwater Management Facilities in good condition and repair and in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land. In addition Grantor, at its sole cost and expense, shall be responsible for any reporting and permitting, including, but not limited to, Grantee's compliance with any and all Stormwater Pollution Prevention Plans ("SWPPP"), required of Grantee in connection with Grantee's use of the Easement.

4. The Easement is non-exclusive and Grantor reserves to itself, its successors and assigns, the right to utilize the Easement and Servient Land for any purpose which does not unreasonably and materially interfere with the use of the Servient Land by Grantee for the purposes set forth herein. Each party, and their grantees, successors and assigns, shall use the rights granted and reserved by the Easement with due regard for the express rights of the other party as set forth below to use and enjoy the Servient Land.

5. Grantee shall have no responsibility or liability, financial or otherwise, attributable to the Stormwater Management Facilities or the Servient Land. In the event Grantor fails to maintain the Stormwater Management Facilities or the Servient Land in good condition and repair or in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land, Grantee may, at its sole discretion, provide thirty (30) days written notice to Grantor of Grantee's intent to enter upon the Servient Land to perform such work as Grantee deems necessary to accommodate Grantee's drainage and access requirements ("Remedial Work") and to enter upon the Servient Land to perform such Remedial Work. Should the events causing the Remedial Work be such that the operations of the Grantee upon the Grantee's Land are adversely and immediately impacted, then Grantee, after such notice to the Grantor as is reasonable under the circumstances, shall have the right, but not the obligation, to declare that an emergency situation exists and undertake the Remedial Work and to enter upon the Servient Land to perform such Remedial Work. Grantee shall be entitled to reimbursement from Grantor of costs incurred for such work within thirty (30) days after Grantee's delivery of a written invoice for such costs to Grantor.

6. The Grantor and the Grantee will not permit any trash, dirt, oil or gas or other hazardous or toxic materials or pollutants, or anything else other than storm water, to enter into the Stormwater Management Facilities and the Grantee covenants and agrees to follow all governmental rules and regulations for the handling of surface and storm water originating on the property of the Grantee.

7. Without the express, prior written consent of Grantee, which consent shall be subject to the sole and absolute discretion of Grantee, Grantor shall not relocate, alter, block, limit, impede or obstruct the use of the Servient Land by Grantee and its grantees, successors and assigns for the utilization of the Stormwater Management Facilities.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
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8. So long as Grantor obtains all necessary modifications to the existing permit as may be required by State and Local governmental authorities and Grantee is provided copies of such permit modifications, Grantor may, at its sole cost and expense, expand, modify or enlarge the Stormwater Management Facilities for the purpose of accommodating stormwater related to Grantor's future projects. In the event Grantor utilizes the Servient Land for its future drainage, Grantor shall continue to comply with the terms of this Agreement, including but not limited to, accepting and accommodating the present and the future stormwater drainage needs of the properties comprising the Grantee's Lands.

9. Subject to the provisions of this paragraph, the Easement shall run with the title to Grantee's Land and shall be binding upon and inure to the benefit of Grantee and Grantor, together with their legal representatives, invitees, guests, employees, agents, licensees, lessees, grantees, successors and assigns.

10. Grantee agrees to defend, indemnify and save harmless Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantor, arising out of and to the extent of Grantee's negligent acts or Grantee's default under the terms of this Easement Agreement.

11. Any notice required or permitted to be given hereunder shall be in writing, addressed to Grantee or the Grantor as necessary and shall be delivered personally (with written receipt or acknowledgement) or by a nationally recognized overnight courier (signature release required). The initial addresses for Grantee and Grantor are as follows:

Grantee: Lowe's Home Centers, LLC
1605 Curtis Bridge Road
Wilkesboro, North Carolina 28697
Attention: Property Management (RES6)
Telephone: (336) 658-4200

With copy to: Lowe's Home Centers, LLC
1000 Lowe's Boulevard
 Mooresville, NC 28117
Attention: Legal Dept. (NB6LG)
Tel. No.: (704)758-1000

Grantor: City of Gautier
3330 Highway 30
Gautier, MS 39553
Attention: Chandra Nicholson
Tel. No.: (228)497-1878

12. All matters related to the construction, validity and enforcement of the Easement and this Agreement shall be governed by and construed in accordance with the

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

laws of the State of Mississippi in all respects and this Easement Agreement constitutes the entire and final expression of agreement between Grantee and Grantor with regard to the subject matter hereof.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto Grantee, its successors and assigns, forever, subject to the conditions, limitations and restrictions contained herein.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this Grant of Easement to be effective as of the _____ day of _____, 2014.

GRANTOR:

CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF MISSISSIPPI)

COUNTY OF _____)

This ___ day of _____, 2014, personally came before me _____, who being by me duly sworn, says that he is _____ of _____ and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given and acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal this ___ day of _____, 2013.

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed, the ___ day of _____, 2014.

GRANTEE:

LOWE’S HOME CENTERS, LLC,
a North Carolina limited liability company

By: _____
Name: Gary E. Wyatt
Title: Senior Vice President

STATE OF NORTH CAROLINA)

COUNTY OF _____)

This ___ day of _____, 2014, personally came before me Gary E. Wyatt, who being by me duly sworn, says that he is Senior Vice President of Lowe’s Home Centers, LLC and that said writing was signed and sealed by him in behalf of said limited liability company by its authority duly given and acknowledged the said writing to be the act and deed of said limited liability company.

Witness my hand and official seal this ___ day of _____, 2014.

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe’s Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "A"
[Stormwater Management Facilities]

The area outlined or delineated as "Stormwater Management Facilities" on that certain plat entitled "Lowe's Town Center" as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "B"

[Servient Land]

Tract "D" and Tract "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "C"

[Grantee's Land]

Tract "A", Tract "B", and Tract "C", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description and Lot 1 and Lot 2, Lowe's Shopping Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 23, at page 83 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Grantor, prepared by and return to:

City of Gautier

Attn: Director of Economic Dev. & Planning

3330 Hwy. 90

Gautier, Mississippi 39553

Phone: 228-497-1878

Grantee Address:

Lowe's Home Centers, LLC

Attn: Property Management Dept. [\(RES6\)](#)

1605 Curtis Bridge Road

Wilkesboro, North Carolina 28697

Phone: 336-658-4200

EASEMENT AGREEMENT

INDEXING INSTRUCTIONS:

Grantor' Indexing Instructions:

[Tracts "[A](#)", "[B](#)" and "[E](#)" Plat Book 24, at pages 40 through 42]

Grantee's Indexing Instructions:

[Tracts "[DA](#)", "[B](#)" and "[EC](#)" Plat Book 24, at pages 40 through 42] [and Lot 1 and Lot 2 Plat Book 23, at Page 83\]](#)

STATE OF MISSISSIPPI §

§

COUNTY OF JACKSON §

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the mutual benefits accruing to both parties the receipt and sufficiency of which is hereby acknowledged, the CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi ("Grantor"), has GRANTED AND CONVEYED, and by these presents does GRANT and CONVEY unto LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("Grantee"), its successors and assigns, a permanent non-exclusive stormwater drainage and maintenance easement ("Stormwater Easement") and an easement for access to and from William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway ("Access Easement"), subject to

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000
[WCSR 32732154v+2](#)

the terms and conditions herein described. The Stormwater Easement is for ingress and egress to and use of the stormwater retention ponds, the drainage pipe through which stormwater is delivered to the stormwater retention ponds, outfall drainage pipes and related drainage structures (collectively, the "Stormwater Management Facilities") in the area shown as "Stormwater Management Facilities" on Tract "D" and Tract "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description (the "Plat") and further described on Exhibit "A" attached hereto and incorporated herein by reference. The Access Easement is to provide unfettered non-exclusive access for the Grantee's Land as hereinafter described over the Servient Land for connection and access to William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway. Collectively the Stormwater Easement and the Access Easement may be referred to and referenced herein as "Easement". Contemporaneously with this Easement Agreement, Grantee is donating Tract "D" and Tract "E", Lowe's Town Center, as per the Plat as further described on Exhibit "B" attached hereto (the "Servient Land") to Grantor which includes the appurtenant easement rights granted to Grantor to utilize the "Stormwater Easement Area between Lowe's Home Centers, LLC & City of Gautier, MS" as shown on the Plat.

It is expressly understood and agreed that the Easement is granted and accepted subject to the following conditions, limitations and stipulations, to which Grantor and Grantee agree to be bound:

1. Grantee owns ~~Tract "A" as shown on property adjacent to the Plat~~ Servient Land where Grantee operates a Lowe's Home Improvement Warehouse which includes all site related improvements necessary to so utilize the property including, but not limited to, a building, parking lot, signage, ~~stormwater retention and management facilities including ponds,~~ landscaping, and lighting as well as outparcels (~~"Tract "B" and Tract "C" shown on the Plat) for all of~~ which ~~it has currently retains title and an outparcel previously conveyed and being operated as a Murphy USA (all inclusive the "Grantee's Land")~~ are more particularly described on Exhibit "C" attached hereto and incorporated herein by reference (all inclusive the "Grantee's Land"). This Easement, which is deemed to be an easement appurtenant to the Grantee's Land, is for stormwater drainage and maintenance and may be used by Grantee in perpetuity to convey, discharge, and transmit stormwater drainage from those owning all or any portion of the Grantee's Land under, through and across the Servient Land and into the Stormwater Management Facilities now located on the Servient Land and for non-exclusive access across the Servient Land to and from the Grantee Land and William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway.

2. Grantor represents and warrants that Grantee's use of Grantee's Land as a retail home improvement store is in conformance with Grantor's legal requirements, and Grantee will not be required to meet any city code or regulatory requirement resulting from Grantee's donation of the Servient Land to Grantor. Grantor accepts any changes or modifications to open space, setback, buffer and signage within Grantee's Land created by the aforementioned donation of the Servient Land and this Easement Agreement. With regard to the Access Easement, the Grantor shall not relocate, alter, block, limit, impede or obstruct the existing access which the owners of the Grantee Land, and their grantees, successors and assigns utilize for access to William Payne Adams Boulevard without the prior written consent of Grantee which consent shall be subject to the sole and absolute discretion of Grantee.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

3. Grantor, at its sole cost and expense, shall operate and maintain the Stormwater Management Facilities and the Servient Land in order to provide the necessary water quality volume and water quantity attenuation volume necessary to accommodate stormwater runoff at the present and future rates and volumes which flow from the operations and ownership of properties comprising all or a portion of the Grantee's Land. Grantor, at its sole cost and expense, shall further construct, maintain, operate and replace, as needed, the existing drainage pipe located on the Servient Land through which the stormwater generated on the Grantee's Land is conveyed upon or under the Servient Land to the stormwater retention ponds which are a component of the Stormwater Management Facilities. Grantor, at its sole cost and expense, shall maintain the Stormwater Management Facilities in good condition and repair and in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land. In addition Grantor, at its sole cost and expense, shall be responsible for any reporting and permitting, including, but not limited to, Grantee's compliance with any and all Stormwater Pollution Prevention Plans ("SWPPP"), required of Grantee in connection with Grantee's use of the Easement.

4. The Easement is non-exclusive and Grantor reserves to itself, its successors and assigns, the right to utilize the Easement and Servient Land for any purpose which does not unreasonably and materially interfere with the use of the Servient Land by Grantee for the purposes set forth herein. Each party, and their grantees, successors and assigns, shall use the rights granted and reserved by the Easement with due regard for the express rights of the other party as set forth below to use and enjoy the Servient Land.

5. Grantee shall have no responsibility or liability, financial or otherwise, attributable to the Stormwater Management Facilities or the Servient Land. In the event Grantor fails to maintain the Stormwater Management Facilities or the Servient Land in good condition and repair or in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land, Grantee may, at its sole discretion, provide thirty (30) days written notice to Grantor of Grantee's intent to enter upon the Servient Land to perform such work as Grantee deems necessary to accommodate Grantee's drainage and access requirements; ("Remedial Work") and to enter upon the Servient Land to perform such Remedial Work as ~~Should the events causing the Remedial Work be such that the operations of the Grantee deems necessary to accommodate upon the Grantee's drainage Land are adversely and access requirements immediately impacted, then Grantee, after such notice to the Grantor as is reasonable under the circumstances, shall have the right, but not the obligation, to declare that an emergency situation exists and undertake the Remedial Work and to enter upon the Servient Land to perform such Remedial Work.~~ Grantee shall be entitled to reimbursement from Grantor of costs incurred for such work within thirty (30) days after Grantee's delivery of a written invoice for such costs to Grantor.

6. The Grantor and the Grantee will not permit any trash, dirt, oil or gas or other hazardous or toxic materials or pollutants, or anything else other than storm water, to enter into the Stormwater Management Facilities and the Grantee covenants and agrees to follow all governmental rules and regulations for the handling of surface and storm water originating on the property of the Grantee.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

67. Without the express, prior written consent of Grantee, which consent shall be subject to the sole and absolute discretion of Grantee, Grantor shall not relocate, alter, block, limit, impede or obstruct the use of the Servient Land by Grantee and its grantees, successors and assigns for the utilization of the Stormwater Management Facilities.

78. So long as Grantor obtains all necessary modifications to the existing permit as may be required by State and Local governmental authorities and Grantee is provided copies of such permit modifications, Grantor may, at its sole cost and expense, expand, modify or enlarge the Stormwater Management Facilities for the purpose of accommodating stormwater related to Grantor's future projects. In the event Grantor utilizes the Servient Land for its future drainage, Grantor shall continue to comply with the terms of this Agreement, including but not limited to, accepting and accommodating the present and the future stormwater drainage needs of the properties comprising the Grantee's Lands.

89. Subject to the provisions of this paragraph, the Easement shall run with the title to Grantee's Land and shall be binding upon and inure to the benefit of Grantee and Grantor, together with their legal representatives, invitees, guests, employees, agents, licensees, lessees, grantees, successors and assigns.

910. Grantee agrees to defend, indemnify and save harmless Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantor, arising out of and to the extent of Grantee's negligent acts or Grantee's default under the terms of this Easement Agreement. -

~~10. Grantor agrees to defend, indemnify and save harmless Grantee, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantee, arising out of and to the extent of Grantor's negligent acts or Grantor's default under the terms of this Easement Agreement.~~

11. Any notice required or permitted to be given hereunder shall be in writing, addressed to Grantee or the Grantor as necessary and shall be delivered personally (with written receipt or acknowledgement) or by a nationally recognized overnight courier (signature release required). The initial addresses for Grantee and Grantor are as follows:

Grantee: Lowe's Home Centers, ~~Inc.~~ LLC
1605 Curtis Bridge Road
Wilkesboro, ~~NC~~ North Carolina 28697
Attention: Property Management ~~Dept.~~ (RES6)
~~Tel. No.~~ Telephone: ~~(336.658)~~ 658-4200

With copy to: Lowe's Home Centers, ~~Inc.~~ LLC
1000 Lowe's Boulevard

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Mooresville, NC 28117
Attention: Legal Dept. (NB~~LG~~6LG)
Tel. No.: (704-~~758~~)758-1000

Grantor: City of Gautier
3330 Highway 30
Gautier, MS 39553
Attention: Chandra Nicholson
Tel. No.: (228-~~497~~)497-1878

12. All matters related to the construction, validity and enforcement of the Easement and this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi in all respects and this Easement Agreement constitutes the entire and final expression of agreement between Grantee and Grantor with regard to the subject matter hereof.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto Grantee, its successors and assigns, forever, subject to the conditions, limitations and restrictions contained herein.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this Grant of Easement to be effective as of the _____ day of _____, 2014.

GRANTOR:

CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF MISSISSIPPI)

COUNTY OF _____)

This ___ day of _____, 2014, personally came before me _____, who being by me duly sworn, says that he is _____ of _____ and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given and acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal this ___ day of _____, 2013.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed, the ___ day of _____, 2014.

GRANTEE:

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company

By: _____
Name: Gary E. Wyatt
Title: Senior Vice President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA)

COUNTY OF _____)

This ___ day of _____, 2014, personally came before me _____ Gary E. Wyatt, who being by me duly sworn, says that he is _____ Senior Vice President of _____ Lowe's Home Centers, LLC and that said writing was signed and sealed by him in behalf of said limited liability company by its authority duly given and acknowledged the said writing to be the act and deed of said limited liability company.

Witness my hand and official seal this ___ day of _____, 2014.

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "A"
[Stormwater Management Facilities]

The area outlined or delineated as "Stormwater Management Facilities" on that certain plat entitled "Lowe's Town Center" as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "B"

[Servient Land]

Tract "D" and Tract "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "C"

[Grantee's Land]

Tract "A", Tract "B", and Tract "C", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description and Lot 1 and Lot 2, Lowe's Shopping Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 23, at page 83 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on 7/9/2014 11:45:43 AM	
Style Name: Default Style	
Original DMS: iw://WORKSITEDMS/Womble/32732154/1	
Modified DMS: iw://WORKSITEDMS/Womble/32732154/2	
Changes:	
Add	47
Delete	38
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	87

Study Agenda Presentations:

Gilbert Ramsay representing the Adaptive Sports Program – After discussion no action was taken.

Donald B. Pope discussing ClearWater Solutions vehicle tags.

Motion was made by Councilman Vaughan to have an update on vehicle tags from City Manager, City Attorney and ClearWater Solutions representative by August 5, 2014 agenda. Motion seconded by Councilman Anderson and unanimously carried.

Motion made by Councilwoman Martin to adjourn the meeting until August 5, 2014 at 6:30 P.M. Motion seconded by Councilman Colledge and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of August 5, 2014.