**Tuesday**
**January 20, 2015**
**Gautier, Mississippi**

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 20, 2015 at 6:30 PM 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 and Adam Colledge. Also present were Samatha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney; and other concerned cititzens.**

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# AGENDA
# CITY OF GAUTIER, MISSISSIPPI
# CITY HALL COUNCIL CHAMBERS
# January 20, 2015 @ 6:30 PM

**I. Call to Order**

1. **Prayer**
2. **Pledge of Allegiance**

**II. Agenda Order Approval**

**III. Announcements**

1. **Gautier Men's Club 26th Annual Mardi Gras Parade Saturday, February 7th at 7:00 P.M.**

**IV. Presentation Agenda**

1. **Presentation of Arbor Day Proclamation.**
2. **October 2014 Financial Reports, Teresa Montgomery, Comptroller.**

**V. Public Agenda**

1. **Agenda Comments**

**VI. Business Agenda**

1. **Order approving NaturChem, Inc. as the Contractor for the Drainage System Clearing and Improvements, Phase 1 Project. (GMC Project No. CMOB140039)**

2. **Order approving Regions Bank as the Financial Institution for a Purchasing Procurement Card Account.**

3. **Order authorizing the advertisement for New Transmission Mains, GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.**

4. **Order authorizing the advertisement for New Transmission Mains (Materials Only), GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.**

5. **Order authorizing a contract with Goodwyn, Mills and Cawood, Inc. for Environmental Consultant Services for the City's federally funded Brownfields Assessment Program.**

6. **Order authorizing a Babe Ruth League/Cal Ripken Baseball Division Facility Use Agreement for Buddy Davis Park and Bacot Park for the 2015 baseball/softball season.**

7. **Resolution declaring that a necessity exists for the removal of a 24" (in diameter) Protected Live Oak Tree on Deerfield Road, Gautier.**

8. **Order authorizing the purchase of K-9 (Ceasar) a ten month old Belgian Malinois, from Professional Detection Service for the Gautier Police Department using asset forfeitures in the amount of $7,500.00.**

9. **Order authorizing the acceptance of donated items from Rovira Team Realty for police department K-9 Justice.**

10. **Order approving Docket of Claims.**

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

1. **Order accepting December 2014 Privilege License Report.**

2. **Resolution approving the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice.**

3. **Order approving minutes from Regular Council Meeting held January 6, 2015.**

4. **Resolution approving Gautier Men's Club 26th Annual Mardi Gras Parade in-kind services and financial support request.**

5. **Order approving December 2014 Water and Sewer Adjustments.**

6. **Order ratifying a request sent to the Jackson County Board of Supervisors for assistance with pipe and limestone for Martin Bluff Walking Trail.**

**STUDY AGENDA**
**CITY OF GAUTIER, MISSISSIPPI**
**January 20, 2015**

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

**Adjourn until February 3, 2015 at 6:30 PM**
**www.gautier-ms.gov**

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**Councilwoman Martin** made the motion to revise the agenda order:

Move Business Item #8 to Business Item #2 Order authorizing the purchase of K-9 (Ceasar) a ten month old Belgian Malinois, from Professional Detection Service for the Gautier Police Department using asset forfeitures in the amount of $7,500.00.

Move Business Item #9 to Business Item #3 Order authorizing the acceptance of donated items from Rovira Team Realty for police department K-9 Justice.

Revise Consent #3 amend minutes from regular council meeting held January 6, 2015. Motion to amend motion to include travel, lodging & registration. Motion was made by Councilman Colledge, seconded by Councilman Vaughan and the vote unanimously carried.

Table Business Item #6 Order authorizing a Babe Ruth League/Cal Ripken Baseball Division Facility Use Agreement for Buddy Davis Park and Bacot Park for the 2015 baseball/softball season until the February 3, 2015 agenda.

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

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## ANNOUNCEMENTS

1. Gautier Men's Club 26th Annual Mardi Gras Parade Saturday, February 7th at 7:00 P.M.

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## PRESENTATIONS

1. Presentation of Arbor Day Proclamation.

2. October 2014 Financial Reports, Teresa Montgomery, Comptroller.

## PUBLIC AGENDA

1. Agenda Comments - Steve Torres from Recreation Advisory Committee stated the Gautier leagues are starting registration earlier this year and the last date to register is January 31, 2015.

# City of Gautier Proclamation
# For
# Arbor Day

**WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be sent aside for the planting of trees, and

**WHEREAS**, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, Arbor Day is now observed throughout the nation and world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE BE IT ENACTED** by the City of Gautier, Mississippi, do hereby proclaim February 10, 2015 as **"ARBOR DAY"** and urge all Citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well –being for this and other generations.

**IN TESTIMONY WHEREOF**, I have given under my hand and the seal of the City of Gautier, Mississippi this the 20th of January 2015.

_____

**Gordon Gollott, Mayor**

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

**ORDER NUMBER 009-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that NaturChem, Inc. is hereby approved as the Contractor for the Drainage System Clearing and Improvements, Phase 1 Project (GMC Project No. GMOB140039).

**IT IS FURTHER ORDERED** that NaturChem, Inc. is the lowest responsible and responsive bidder with a total bid of $184,340.00.

**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 Guillotte** 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 January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Cindy Russell, City Clerk

**Date:** January 12, 2015

**Subject**: Recommendation of NaturChem, Inc. for the Drainage System Clearing and Improvements, Phase 1 Project (GMC Project No. CMOB140039)

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**REQUEST:**
City Council approval of NaturChem, Inc. for the Drainage System Clearing and Improvements Phase 1 Project (GMC Project No. CMOB140039). NaturChem, Inc. submitted a bid of $184,340.00.

**BACKGROUND:**
Bids were received by the Purchasing Agent on December 23, 2014. Two (2) bids were received for the referenced project. Goodwyn, Mills and Cawood have reviewed the two proposals to insure both vendors met the required specifications and all paperwork was in order. NaturChem, Inc. is the lowest responsible and responsive bidder with $184.340.00.

ClearWater Solutions, LLC (CWS) requested the City Council to approve an engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest Areas. The City previously sub-contracted ditch cleaning and clearing for major drainage conveyances and outfalls throughout the City. Due to budget constraints, the service has not been provided for several years. There are several ditches generally located in the College Park, De La Forest and Stonegate subdivisions and also areas along Bemis, Joe Beth and Townsend which are extremely overgrown and inaccessible. CWS does not have the equipment or manpower to perform the necessary clearing and cleaning.

Phase 1 consists of the aforementioned locations and includes a drainage area of approximately 2559 acres. The scope of work will include overseeing construction of ditch clearing and cleaning. Once the ditches have been cleared and cleaned, CWS will be responsible for these types of improvements along with future maintenance.

**RECOMMENDATION:**
Based on the information provided, it is recommended that the Council approve to enter into a contract with NaturChem in the amount of dollars $184,340.00.

The City Council may:
1). Approve recommendation of NaturChem, Inc.
2). Disapprove recommendation of NaturChem, Inc.

**ATTACHMENT(S):**
Recommendation from Goodyn, Cawood and Mills
Bid Tabulations/Notice of Award

GOODWYN | MILLS | CAWOOD

January 5, 2014

Honorable Mayor Gordon Gollott
**CITY OF GAUTIER**
3330 U.S. 90
Gautier, MS 39553

**RE: DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I FOR THE CITY OF GAUTIER, MISSISSIPPI GMC PROJECT NO. CMOB140039**

Dear Mayor Gollott:

Please find attached the Certified Bid Tabulation for the above referenced project.

GMC has reviewed the two (2) bids received December 23, 2014 for the referenced project. All bids were found to be in order. Young's General Contracting, Inc. entered a bid of $274,319.00, and NaturChem entered a bid of $184,340.00. The low bidder was NaturChem, Inc.

Based on our review of all bids, it is GMC's recommendation that the City of Gautier enter into a contract with NaturChem, Inc. in the amount of $184,340.00.

If you are in agreement with our recommendation, please complete five (5) copies of the enclosed Notice of Award. We will schedule a pre-construction meeting in the near future. If you have any questions, please do not hesitate to call.

Sincerely,

Lawrence A. Wilson, PE
Project Manager

GOODWYN, MILLS AND CAWOOD, INC.
11 North Water Street, Suite 15250
Mobile, AL 36602
Tel 251.460.4006 Fax 251.460.4423
GMCNETWORK.COM



ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

# TABULATION OF BIDS

***DRAINAGE SYSTEM CLEARING AND IMPROVEMENTS, PHASE I***

**FOR THE CITY OF GAUTIER, MISSISSIPPI**

**GMC PROJECT NO. CMOB-14-0039**

**BID OPENING: TUESDAY, DECEMBER 23, 2014 @ 2:00 PM**

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*BASE BID*

| Item No. | Qty. | Unit | Description | Young's General Contracting, Inc. Poplar Bluff, MO Unit Price | Total Price | NaturChem, Inc Calera, AL Unit Price | Total Price |
|---|---|---|---|---|---|---|---|
| 1 | 37500 | LF | DRAINAGE CLEARING (UP TO 20' WIDE) | $ 6.63 | $ 248,625.00 | $ 3.80 | $ 142,500.00 |
| 2 | 22 | EA | SMALL TREE CUTTING (6"-12" DIAMETER) | 115.00 | 2,530.00 | 600.00 | 13,200.00 |
| 3 | 20 | EA | LARGE TREE CUTTING (12"-18" DIAMETER) | 230.00 | 4,600.00 | 900.00 | 18,000.00 |
| | | | **TOTAL BASE BID** | | $ 255,755.00 | | $ 173,700.00 |

*ADDITIVE ALTERNATE #1*

| Item No. | Qty. | Unit | Description | Unit Price | Total Price | Unit Price | Total Price |
|---|---|---|---|---|---|---|---|
| 1 | 2800 | LF | DRAINAGE CLEARING (UP TO 20' WIDE) | 6.63 | 18,564.00 | 3.80 | 10,640.00 |
| | | | **TOTAL ADDITIVE ALTERNATE #1 BID** | | $ 18,564.00 | | $ 10,640.00 |
| | | | **TOTAL BASE BID + ADDITIVE ALTERNATE #1** | | $ 274,319.00 | | $ 184,340.00 |

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

Lawrence A. Wilson, PE, Mississippi License No. 17389

# Notice of Award

Date: _____

| | |
|---|---|
| Project: **Drainage System Clearing and Improvements, Phase I** | |
| Owner: City of Gautier | Project No.: CMOB-140039 |
| Bidder: NaturChem, Inc. | |
| Bidder's Address: 5264 Highway 70 | |
| Calera, Alabama 35040 | |
| Attn: Rhett D. Kellis | |

You are notified that your Bid dated December 23, 2014 for the above Contract has been considered. You are the Successful Bidder and are hereby notified that your BID has been accepted.

The Contract Price of your Contract is One-hundred Eighty-four Thousand Three-hundred Forty 00 /100 Dollars ($ 184,340.00 )

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [five (5)] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

CITY OF GAUTIER
Owner

By:_____
Samantha D. Abell, City Manager

Attest: _____
Cynthia L. Russell, City Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the _____ day of _____, 20____.

_____
Contractor

By:_____

_____
Title

Natur Chem

Using Chemistry in Harmony with Nature.

| Customer | Contact | Email | Phone | Contract Price | Notes | Year |
|---|---|---|---|---|---|---|
| Duke Realty | Mike Lewis | Mike.lewis@dukerealty.com | (770)717-3224 | $450,000.00 | Clearing/reclaiming ponds & ditches, Annual Maintenance of 120,000 | Started in 2013 |
| SC Aeronautics | Jamey Kempson | jkempson@aeronautics.sc.gov | (803)896-6291 | $250,000.00 | Annual clearing/cutting ponds, slopes, & ditches | Started 2002 |
| Richland County, SC | Quinton Epps | Eppsq@rcgov.us | (803)576-2465 | $150,000.00 | Annual cutting/clearing ponds & ditches | Started in 2009 |
| Kinder Morgan (Louisiana) | Jeff Fawcett | J_fawcett@kindeorgan.com | (337)738-6124 | $200,000.00 + | Annual Side trimming & clearing/reclaiming gas rights-of-ways | Started in 2011 |
| Florida Gas Transmission | Ken Granham | | (407)468-6858 | $200,000.00 | Annual Power rights-of-way reclaiming and mowing | Started in 2011 |
| Cobb County, GA | Ray Elkins | ray.elkins@cobbcounty.org | (770)419-6319 | $1,500,000.00 | Annual Sewer rights-of-way clearing/reclaiming & Spraying | Started October 2007 |

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

**ORDER NUMBER 010-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a K-9 (Ceasar), a ten month old Belgian Malinois, from Professional Detection Service for the Gautier Police Department is hereby approved.

**IT IS FURTHER ORDERED** that the K-9 will be purchased with asset forfeitures in the amount of $7,500.00.

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

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

**AYES:** **Gordon Guillotte**
**Mary Martin**
**Johnny Jones**
**Hurley 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 January 20, 2015.

# CITY OF GAUTIER
# MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Dante Elbin
Chief of Police

**THRU:** Samantha Abell
City Manager

**DATE:** January 12, 2015

**SUBJECT:** Purchase K-9

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**REQUEST:**

The Gautier Police Department is requesting authorization from the Mayor and City Council to purchase a K-9, (Ceasar), a 10 month old Belgian Malinois.

**BACKGROUND:**

The Gautier Police Department has found success in the use of K-9 dogs in the past. Last year, we were authorized to purchase (Justice) , a 2 year old Belgian Malinois. Justice has proven to be a remarkable asset in drug interdiction and crime suppression. The Gautier Police Department's ultimate goal is to place a K-9 on each shift.

**DISCUSSION:**

The Gautier Police Department is seeking Mayor and Council approval to purchase (Ceasar) by using asset forfeitures in the amount of $7,500.00. The quoted price includes, one year handler/K-9 certification with additional health guarantee for one (1) year. However, all additional care or expense incurred by Ceasar will need to be budgeted and paid with the general fund.

**RECOMMENDATION:**

The Gautier Police Department recommends that Mayor and Council authorize approval for the purchase and accept responsibility for any further expense or care for the K-9.

**ATTACHMENT:**

Invoice and Terms of Agreement for the K-9 (Ceasar)

PROFESSIONAL DETECTION SERVICE

Terms of Agreement

The following terms are that of Professional K9 Detection Service LLC, in regards to the sale of one Belgian Malinois "CEASAR" to the City Of Gautier MS.

- Description of canine: Intact male Belgian Malinois. Fawn in Color, with black mask. Approximately ten months of age. Country of origin, Domestic.
- Price of canine and handle course: $7,500.00 USD.
- Canine's training includes (Dual Purpose / Patrol). Narcotics detection (Passive Response) marijuana, methamphetamine, ecstasy (M.D.M.A.), powder cocaine, base cocaine and heroin. Obedience; verbal commands, hand signals / distance control, agility. Tracking, apprehension and handler protection. Tracking training is based on crushed vegetation and small amounts of human odor. Canine is not trained in scent discrimination.
- Health agreement and guarantee: The City of Gautier MS shall take all responsibility for the continued health, vaccinations and further care of the before mentioned canine upon purchase. Professional K9 Detection Service LLC guarantees, for the term of one year from the time of purchase, the before mentioned canine to be free of any preexisting injuries, illnesses or conditions that can be traced back to or prior to the time of purchase. In the event of any such condition, Professional K9 Detection Service LLC, shall replace the before mentioned canine with a canine of equal value and training, within a reasonable time and after a second medical opinion from the veterinarian of our choice. Professional K9 Detection Service LLC requires a FOURTEEN day acclimation and bonding period.
- Upon purchase of the before mentioned canine, Professional K9 Detection Service LLC shall provide training (Handler Course) and a one year NARCOTICS PATROL certification. Training shall be provided to the Handler, designated by the City of Gautier MS. In the event a future handler is needed for the before mentioned canine, another handler course and certification can be provided at an additional cost.
- The handler and or the City of Gautier MS shall retain frequent and impartial training records for the before mentioned canine and handler. In the event and limited to the term of certification, the handler's training or the canine's abilities are questioned in a court of law, Profession K9 Detection LLC will provide testimony.

Terms of agreement sale of K9 Ceasar

Notary Signature_____

Chief Dante Elbin_____

PDSK9 R Palmer _____

Witnesses

_____

_____

PROFESSIONAL DETECTION SERVICE

Sales Invoice

Breed/ Age: Caesar Belgian Malinois Ten Months of age

Color: Fawn

Origin: Domestic

Condition / Sex: Male Intact

Vaccinations: Current

Training: Dual Purpose Narcotics / Patrol

Price: $7,500.00

Guarantees the animal to be free of any preexisting genetic or physical conditions that would prevent this animal from performing the narcotics detection and patrol tasks.

The above listed price includes a one year handler / K9 certification for Patrol / Narcotics Detection. Certification is only valid for the term of one year from the date of certification. Certification requires the handler / Department to maintain frequent and complete training records that comply with the current regulations, set forth by the United States Supreme Court.

PDSK9

Richard Palmer

8720 Tanner Williams Rd

Lucedale MS 39452

rpalmer149@yahoo.com

Phone: 228-265-1343

Richard Palmer

8720 Tanner Williams Rd.

Lucedale MS 39452

Email Richard@pdsk9.com

Phone 228-265-1343

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

**ORDER NUMBER 011-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following donated items from Rovira Team Realty for police department K-9 Justice is hereby authorized:

1 Kewl Pad for Justice while in the vehicle
1 Kewl Vest for Justice during hot months
1 Training Sleeve
1 Trauma Vest for protection

**IT IS FURTHER ORDERED** that the donation from Rovira Team Realty is in the best interest of the City of Gautier.

**IT IS FURTHER ORDERED** that these items will be added to the police department inventory.

**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 January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Dante Elbin
Chief of Police

**THRU:** Samantha Abell
City Manager

**DATE:** January 12, 2015

**SUBJECT:** Accept donation of K-9 Supplies/Acknowledge Rovira Realty for donations

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**REQUEST:**

The Gautier Police Department is requesting authorization from the Mayor and Council to add the following donated items to the City of Gautier's inventory for K-9 (Justice) and acknowledge Rovira Team Realty for the generous donation of K-9 supplies.

**BACKGROUND:**

The Rovira Team Realty contacted the Gautier Police Department to make a donation towards the safety of our K-9 (Justice). Rovira Team Realty is donating the following:

(1) Kewl Pad for (Justice) while in the vehicle
(1) Kewl Vest for (Justice) during hot months
(1) Training Sleeve
(1) Trauma Vest for protection

**DISCUSSION:**

The Gautier Police Department is seeking approval for the City Clerk to add the donated equipment to the City of Gautier's inventory. Also, we request the Mayor and Council to acknowledge, Rovira Team Realty, for their donation.

**RECOMMENDATION:**

The Gautier Police Department recommends the Mayor and City Council to authorize the City Clerk to add the donated equipment to the City of Gautier's inventory.

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

**ORDER NUMBER 012-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Regions Bank is hereby approved as the Financial Institution for a Purchasing Procurement Card Account.

**IT IS FURTHER ORDERED** that Regions Bank met all specifications and is the most responsible firm.

**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 January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Cindy Russell, City Clerk

**Date:** January 12, 2015

**Subject**: Recommendation of Regions Bank as the Financial Institution for a Purchasing Procurement Card Account.

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**REQUEST:**
City Council approval of Regions Bank as the Financial Institution for a Purchasing Procurement Card Account.

**BACKGROUND:**
Proposals were received by the Purchasing Agent on November 26, 2014. Three (3) proposals were received for the referenced project. Staff has reviewed the three proposals to insure all vendors met the required specifications. Regions Bank has met all of the specifications and is the most responsible firm.

City of Gautier currently has a state procurement card through the Office of Purchasing and Travel. The justification for a change is that there is a revenue share opportunity that cannot be achieved with the State Program. The rebate resides with the City compared to the State receiving the rebate for Gautier's usage under the existing program.

**RECOMMENDATION:**
Based on the information provided, it is recommended that the Council approve Regions Bank as the Financial Institution for a Purchasing Procurement Card Account.

The City Council may:
1) Approve recommendation of Regions Bank.
2) Disapprove recommendation of Regions Bank.

**ATTACHMENT(S):**
Proposal from Regions Bank

# REGIONS

## Request for Proposal Response

## for

Submitted by:


Cheryl Johnson
MS Gulf Coast President
cheryl.johnson@regions.com
228.897.7802

Russ Guess
Relationship Manager
russ.guess@regions.com
228.897.7805

Sean Farmer
Treasury Management Specialist
Sean.farmer@regions.com
601.605.5586

Wesley Worsham
Commercial Card Consultant
wesley.worsham@regions.com
205.264.7133


November 26, 2013


The information contained within this proposal is CONFIDENTIAL and should not be disclosed, copied or discussed with any person not directly involved without prior approval from Regions Bank. Proposal is valid for 30 days from the date shown above.

REGIONS

November 21, 2014

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

Dear Ms. Steen:

Thank you for allowing Regions Bank to submit the following proposal for the City of Gautier's Purchasing Card program.

Regions Financial represents decades of innovation, experience, and market leadership. Our goal is to exceed your expectations now and in the future by the utilization of these resources. We will be proactive in the management of your account in terms of customer service, product development and acceptance of new technologies.

At Regions, we are committed to maintaining the expertise and market experience to ensure exceptional performance in the execution and delivery of your current and future banking requirements. We are confident that we will deliver a complete Commercial Card solution to the City of Gautier.

We appreciate this opportunity and look forward to serving you.

Sincerely,

Cheryl Johnson
President, Mississippi Gulf Coast

1. **Describe your card program offering, including the length of time offering this product.**

Regions has offered Commercial Card for 18 years, starting its program in 1996. Our program has constantly evolved to meet the ever changing economic and technological environments.

Since its inception, Regions Commercial Card has partnered with thousands of clients in assisting them with their expense management. Commercial card programs are diverse in terms of controls and reporting requirements, therefore Regions' product has been developed to provide the flexibility to implement a program that meets the needs of most organizations. The Regions Bank Commercial Card program offers a unique, integrated platform that combines the functionality of one or more card programs - Purchasing, Travel & Entertainment, and Fleet - into a flexible, single card solution for managing and controlling expenses.

Regions' Commercial Card programs offer the unsurpassed customer service, the flexibility of a one card solution and the comprehensive reporting capabilities that will exceed the City's expectations.

**Unsurpassed Customer Service**

Regions is committed to best in class customer service. This commitment was confirmed once again, by Regions being recognized by Greenwich Associates as the recipient of national Greenwich Excellence Awards for 2013. Regions was recognized for:

- Overall Satisfaction
- Likelihood to Recommend
- Relationship Manager Capability
- Treasury Management – Overall Satisfaction and Customer Service as well as Online Services.

The City will have a dedicated Portfolio Manager assigned to your relationship, Regions' online card management system and our Customer Service Call Center. As always, your Relationship Manager and Treasury Sales Officer will also be available as needed.

Customer Service Call Center

This is a shared resource that is available 24 hours a day, 7 days a week, and 365 days a year. This team can be contacted via email, phone or fax.

Portfolio Manager

Chris Callaway, will be the City of Gautier's dedicated Portfolio Manager assigned to the City's commercial card team. She is available during business hours and can be accessed by phone, email or fax.

Relationship Team and Local Support

The City of Gautier's relationship team, located includes your dedicated Treasury Management Specialist, Sean Farmer, dedicated Relationship Manager, Russ Guess, and Gulf Coast President Cheryl Johnson.

**Flexibility of Card Services**

The Regions Bank Commercial Card program offers a solution that can answer all of your Purchasing needs in one flexible program. Regions will manage your program based on the nature of your usage of the product.

Regions' Commercial Card Solution has proven history of assisting our clients in streamlining their card maintenance and increasing their overall efficiencies. This system will enable the City of Gautier to maintain your complete program through one point of contact.

**Comprehensive Online Capabilities**

Our online system, Regions Intersect SM, offers a single sign on for all of your program needs.

- **Card Management Module**

  Regions Intersect SM gives your program administrators 24/7 access to the maintenance of your card program. Your administrators can order cards, cancel cards, set security parameters and view activity all in real time.

- **Expense Reporting Module**

  Intersect SM gives you a vast array of reporting and expense management capabilities. We will work with you to set reporting templates for recurring reporting needs and will train you on the ad hoc reporting capabilities. Additionally, Intersect's SM expense management module is configurable to your needs.

- **Virtual Card Module**

  Should the City choose to add virtual card option to your commercial card program, Regions Intersect SM offers a best in class ePayables program.

Your program administrators and card holders will be thoroughly trained on all services. Regions accomplishes this through in person training sessions, WebEx online conferences, recorded sessions and instructional manuals

It is time you expected more from your commercial card provider. We are confident that a partnership with Regions will position the City of Gautier to consistently outperform all of your process and efficiency goals.

**2. What platform will be used (Visa, MasterCard, etc…)**

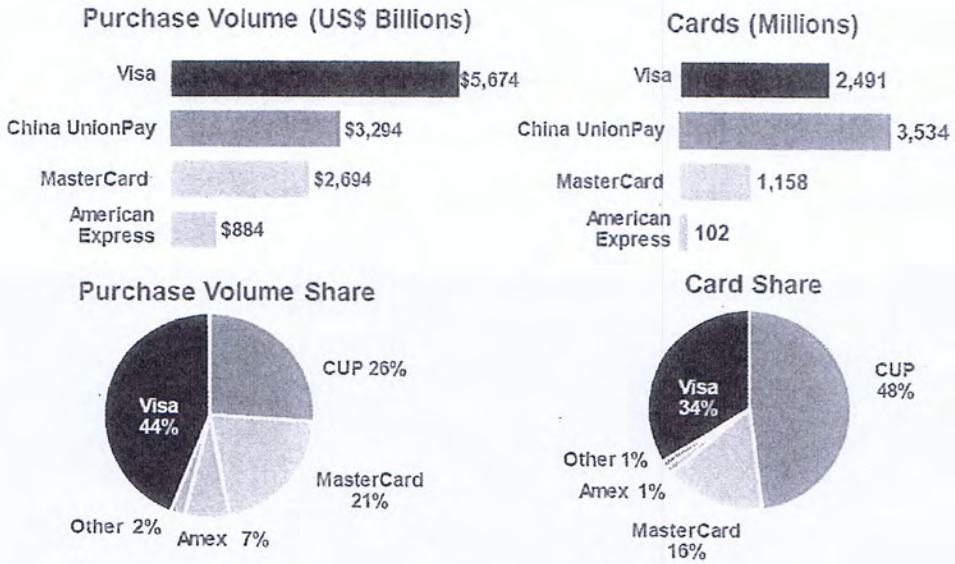
Regions offers the Visa Commercial Card platform due to its acceptance, commitment, support and their support for the commercial card industry.

**Acceptance**

Visa's unsurpassed acceptance allows your employees to use their Regions Commercial Card at more than 30 million locations worldwide and over 1 million ATMs in 200 countries. Vendor matches (comparing a company's listing of vendors to those accepting Visa) routinely match 75% or more.

Visa is the most recognizable and used card platform in the US and world. In 2012, Visa accounted for 44% of the purchase volume and 34% of the cards outstanding.

## Visa's Global Leadership




Includes all consumer and commercial credit, debit, and prepaid cards. Currency figures are in U.S. dollars. Visa includes the sum of Visa Europe and Visa Inc. and includes Visa, Visa Electron, and Interlink brands. The Visa card figure excludes Plus-only cards (with no Visa logo). MasterCard excludes Maestro and Cirrus figures. American Express includes figures for third-party issuers.
Source: Nilson Report 1014 (March 2013)

**Commitment**

Visa continues to break the barriers to card acceptance. They tirelessly work with each merchant segment so that you are able to expand your vendor enrollment.

Visa's Acceptance team will work closely with the City of Gautier, Regions and your vendors to identify areas with low acceptance and new markets of opportunity. In recent years, Visa broke the long-standing barrier to card acceptance by taxis and the fast food industry to promote acceptance of cards. Currently, specific effort is being made to enable recurring payments in the telecommunications, insurance and publications / subscriptions merchant segments.

**Support**

Visa makes significant investments in its merchant acceptance and enhanced data programs in tools for identifying suppliers who accept Visa card payments. Your Regions Portfolio Manager will frequently utilize these programs and tools to ensure maximum performance opportunities have been identified.

**3. Describe the online tools for reporting and maintaining the purchasing card program.**

Regions partners with AOC Solutions to offer Regions Intersect SM, a single online platform for your entire card program maintenance, expense management and ePayables needs. AOC Solutions, a service disabled, veteran-owned business, specializes in creating and implementing best-in-class commercial payments platforms and solutions that include accounts payable (AP) automation, commercial card management and reporting, and web services. This suite of products will help the City significantly reduce costs while increasing

revenues.

Regions Intersect SM is a single commercial card platform for Accounts Payable Automation, Expense Management and Card Management with allow clients to reduce payment expenses, save time and resources and operate with greater security and control.

Regions Intersect SM offers clients the ability to easily implement a card solution with minimal use of your valuable resources. Features include:

- Highly configurable for specific business rules
- PCI Compliant web hosted solution
- Intuitive user interface for speed and ease of use
- Simplified implementation for A/P automation
- Self-service reports for readily accessible information
- Role and permission based authorized users

**SINGLE SIGN ON PORTAL ACCESS:**

- CARD MANAGEMENT: T&E, PURCHASING CARD, ACCOUNTS PAYABLE
- ALLOCATIONS, REPORTING, AND IMAGE RECEIPT ATTACHMENTS
- ACCOUNTS PAYABLE

**Regions Intersect SM Distributed Card: Transaction Management**

Regions Intersect SM is designed to automate expense reporting process associated with T&E and Purchasing Card programs. Your program design will include:

- Mirror and adhere to organizational polices
- Build and edit financial code mapping structure
  - Default account codes, mapping, validation and dependencies
  - View addendum detail
  - Split transactions
  - Create a workflow approval process
- Reverse Allocations which require prior approval before funds can be loaded on a card
- Out of pocket expenses (including gas mileage)
- Receipt Imaging
- Mobile Phone Enabled

**Regions Intersect SM Accounts Payable Automation: Payment Options**

To encourage vendor acceptance and achieve efficient reconciliation, Regions Intersect SM offers three payment types for Accounts Payable Automation:

| Merchant Type | Payment Type | Description |
|---|---|---|
| Pull | Single Use Ghost | A single virtual account tied to each payment. |

| | | |
|---|---|---|
| | Account | Allows the merchant to process multiple transactions up to the available amount |
| Pull | Single Use Ghost Account with Exact Authorization | A single virtual account tied to each payment. Allows the merchant to process a single transaction for the exact amount available. |
| Push | Push Payment | A single virtual account tied to each payment. The payment is pushed directly to the merchant bank account. |

### Architecture and Communications

The application employs a fully redundant PCI compliant 3-tier architecture and 3DES for data storage encryption. Firewall requirements are that all connections are denied unless specifically allowed by a business requirement. Security architecture and policies are based on the simple premise that no access rights or privileges are allowed unless there is a documented business need to grant the access privilege. Sensitive data is encrypted during storage and transmission, data is stored for 7 years.

All external communications to the application occur via SSL or HTTPS sessions. End users only require a supported browser to connect to the application via HTTPS. Users must be authenticated and granted access privileges within the application to access and process sensitive data.

**4. Describe the program controls (MCC Blocks, etc…) available for your purchasing card programs.**

The City of Gautier needs an application that is accessible, flexible, and provides self-service to administrators and account holders. With appropriate access to the information they need, employees across your City will be empowered to make better business decisions.

### Card controls and usage restrictions

Regions Bank offers numerous spending controls, which may be established on an organization-wide, unit or individual card basis, depending on the program hierarchy established.

### Restrictions and controls include:

- Dollar limit restrictions on transactions – per transaction, per day, per cycle, per quarter, per year
- Velocity restrictions – frequency per day, per cycle, per quarter, per year
- MCC code restrictions – up to 9 s of MCC codes, where each holds 75 codes
- Cash advance restrictions can be placed at a dollar or percentage amount of their limit.
- Merchant Category Codes (MCC) enable your organization to restrict use of the card at specific categories of business

  MCC codes are merchant classifications that identify the merchant's type of business. These MCC codes are organized into categories – contracted services, airlines, vehicle rentals, hotels, transportation, utilities, retail stores, vehicle service, clothing stores,

miscellaneous stores, service providers, government services, personal service providers, repair services, entertainment, professional service & membership, and wholesale distributor.

Instead of customizing each employees MCC code restriction, profiles can be created based on different types of job responsibilities.

**5. Describe your training and customer support offerings**

Training

Regions will work with your administrators to develop a detailed training plan and timeline for cardholders and administrators specific to their job duties and how you expect to use the systems. This will be accomplished in a train the trainer format where the administrators will be trained on the system and will then train the cardholders. Program administrators will be provided all of the tools they need to train all of the cardholders and users of the on line systems.

The Regions Integration Management team will be assigned to you to assist with developing the detailed training program including training aids for both cardholders and administrators.

Customer Service

In addition to your Relationship Manager and Treasury Management Officer, Regions provides cardholder and administrator customer service, 24 hours a day, 7 days a week, 365 days a year.

Hours of Coverage

- Support is available 24 hours a day, 7 days a week, 365 days a year.
- Support is available either through an email, a toll free number or online.
- In addition, you will have a dedicated Card Portfolio Manager capable of solving any issue.

**6. Provide the rebate structure that will be provided to the City of Gautier.**

In order to give you estimates of potential program size and rebate, we analyzed the vendor listing you provided.

**Total Supplier List**

The vendor list included 353 suppliers with $11,633,873 in annual spend.

| Supplier Segmentation | # Suppliers | $ Spend |
|---|---|---|
| Total Supplier List | 353 | $11,633,873 |

**Non-Actionable Suppliers**

We ran this Total Supplier List through Visa's database and removed the suppliers that showed up as non-acceptors as well as the vendors we categorize as "For Discussion". The For Discussion list contains vendors that, in our experience, are unlikely to accept a purchasing card payment. These include financial institutions, the State of Mississippi and other public fund entities.

| *Non-Actionable Suppliers* | | |
|---|---|---|
| **Supplier Segmentation** | **# Suppliers** | **$ Spend** |
| Non-Acceptor | 59 | $2,400,976 |
| For Discussion | 23 | $4,422,052 |
| **Total Non-Actionable Suppliers** | 82 | **$6,823,027** |

## Actionable Suppliers

This left us with the Actionable Suppliers. This includes your existing card payments as well as the Target Pool.

The Target Pool is the listing of vendors that we deem are likely to accept card payments. Regions offers the City our Vendor Enrollment Team to contact these vendors and enroll them for you.

In our experience, you can expect a 30% - 35% acceptance rate of the Target Pool. This estimates that your program will be approximately $1.7 million in annual spend.

| *Actionable Suppliers* | | |
|---|---|---|
| **Supplier Segmentation** | **# Suppliers** | **$ Spend** |
| Existing Card | 2 | $22,200 |
| Target Pool | 269 | $4,788,645 |
| **Total Actionable Suppliers** | **271** | **$4,810,845** |

## Rebate Structure

Regions is proud to offer the City of Gautier the following revenue sharing schedule.

| Purchasing Card Annual Volume | | | |
|---|---|---|---|
| | | Cycle Period | 30 |
| | | Grace Period | 15 |
| | | | Basis Points |
| $ 1 | $ 999,999 | | 95 |
| $ 1,000,000 | $ 4,999,999 | | 100 |
| $ 5,000,000 | $ 9,999,999 | | 105 |
| $ 10,000,000 | $ 14,999,999 | | 115 |
| $ 15,000,000 | $ 19,999,999 | | 125 |
| $ 20,000,000 | $ 29,999,999 | | 130 |
| $ 30,000,000 | $ 39,999,999 | | 135 |
| $ 40,000,000 | $ 49,999,999 | | 140 |
| $ 50,000,000 | + | | 145 |
| **Large Ticket Volume** | | Cycle Period | 30 |
| | | Grace Period | 15 |
| | | | Basis Points |
| $ 1 | + | | 50 |

Rebate tiers are calculated based on your annual spend and the corresponding rate will be paid on all of the City's spend for that year.

Below is a chart with three examples to give you estimates of the potential rebates based on varying levels of spend.

| | Example 1 | Example 2 | Example 3 |
|---|---|---|---|
| Projected Volume | $1,700,000 | $2,000,000 | $3,000,000 |
| Qualifying Rate | 1.00% | 1.00% | 1.00% |
| **ANNUAL REVENUE SHARE** | **$17,000** | **$20,000** | **$30,000** |

7. **Provide below the annual cost to the City of Gautier for any required fees for use of the card. Please specify type fee and amount:**

Regions is proud to present to the City of Gautier no fees for our commercial card program.

| **Fee** | **Annual Cost** |
|---|---|
| Annual Card Fee | No Charge |
| Annual Program Fee | No Charge |
| Intersect SM Online System | No Charge |

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

**ORDER NUMBER 013-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the advertisement for New Transmission Mains, GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant is hereby authorized.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman 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 January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Cindy Steen, Purchasing Agent

**Thru:** Cindy Russell, City Clerk

**Date:** January 13, 2015

**Subject**: Authorization to advertise for New Transmission Mains GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.

---

**REQUEST:**
City Council authorization to advertise for New Transmission Mains to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.

**BACKGROUND:**
**Material Bid:**
CWS contract requires the installation of approximately 15,000' of 12' water main to connect the Beasley Well, Mall Well and Office Well to the new water treatment plant and also to connect the treated water to the existing water system on Ladnier Rd. CWS has also agreed to install approximately 3000' of 8" sewer main for backwashing the new treatment plant to the ditch located east of Ladnier Rd.

The City is required to purchase the materials for this project. In order to get the best prices for these materials, we recommend advertising for unit price bids. The low bid material supplier will be required to hold their prices for 120 days.

**Bore Bid:**
There are a total of 5 bores and the locations are as follows:

- Under Beasley Rd at William Payne Adams Dr. – raw water main
- Under Hwy 90 at Beasley Rd – raw water main
- Under Old Spanish Trail at Gautier Vancleave – raw water main
- Under Ladnier at Old Spanish Trail (2 bores) – 12" finished water to connect to our existing water main and also 8" backwash line for discharge to creek

These bores will consist of 24' steel casing with 12' C900 water main and 16' steel casing with 8' PVC backwash main. The need for the bores was based on MDOT permit requirements for Hwy 90 and at strategic locations where it isn't feasible to shut the road down for installation of the water main. All other road crossings will be open cut and performed by CWS. As noted above, three bores are related to connecting the wells to the new treatment plant, one bore is for a treated water line and the last bore is for the backwash discharge line. GMC has provided the advertisement, bid sheet and drawings. .

All permits have been obtained for installation of the bores and the water/sewer mains.

**RECOMMENDATION:**

Based on the information provided, it is recommended that the Council approve to advertise for New Transmission Mains to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.

ADVERTISEMENT FOR BIDS

Sealed Bids for the **NEW TRANSMISSION MAINS, GMC PROJECT NO. CMOB120041(1)** will be received by the City of Gautier at City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553 until **1:30 P.M., CST** local time **Tuesday, February 24, 2015** at which time the Bids received will be publicly opened and read.

The project generally consists of the installation of approximately 400 linear feet of 24" Steel Casing (Jack and Bore) and approximately 140 linear feet of 12" C900 PVC for new transmission water mains and all other related appurtenances.

The Bidding Documents may be viewed at the office of the Purchasing Agent, Gautier City Hall, Gautier, MS, and at the office of Goodwyn, Mills & Cawood, Inc. The bidding documents may be obtained from the office of Goodwyn, Mills and Cawood, Inc. upon payment of a deposit of $50.00 per set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Electronic copies of the Bidding Documents may be obtained **for review only**. Please call Ashley Morris at 251.460.4006 to ensure plans are available prior to pick-up.

The Owner reserves the right to waive any informalities, or to reject any or all bids, and to award the contract to the lowest, responsible, responsive bidder. Each bid must be accompanied by Cash, a Bid bond, an Irrevocable Letter of Credit acceptable to the City of Gautier, or a Certified Check in an amount equal to at least five percent (5%) of the Bid, payable to the City of Gautier, Mississippi, as bid security. The successful bidder shall be required to furnish a Performance and a Payment Bond each in the amount of 100% of the Bid.

No Bidder may withdraw his bid within Sixty (60) days after the actual date of the opening thereof.

All bidders shall submit, upon request, a list of projects "successfully completed" in the last 2 years, having the same scope of work and approximate construction cost as specified in this project.

All bidders must comply with the President's Executive Order Number 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin. The City of Gautier is an Equal Opportunity Employer and encourages minority and women-owned businesses to submit proposals.

All bids shall be submitted in the complete Project Manual as issued by the Engineer. Bids not submitted in the Project Manual will not be opened. All Bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the Bidder, Bidder's license number. Envelopes containing bids must be addressed as follows, and delivered to: Ms. Cindy Steen, Purchasing Agent, City of Gautier, 3330 Hwy. 90, Gautier, MS 39553: "**BID FOR NEW TRANSMISSION MAINS**".

Published by order of the City of Gautier, Mississippi

Cindy Steen, Purchasing Agent
City of Gautier

PROOF OF PUBLICATION:

Publication dates: January 25, 2015
February 1, 2015

## PROPOSAL

**PROJECT:** **NEW TRANSMISSION MAINS**
**FOR THE CITY OF GAUTIER**
**GMC PROJECT NO. CMOB-120041(1)**

**BIDDER:** _____

Bidder agrees to provide the materials described in the specifications and shown on the plans for the following unit prices:

| Item | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | 1 | LS | Mobilization and General Conditions | $ _____ | $ _____ |
| 2 | 400 | LF | 24" Steel Casing Jack and Bore Installation | _____ | _____ |
| 3 | 140 | LF | 12" Pre-Treatment C900 PVC Water Main | _____ | _____ |
| 4 | 1 | LS | Construction Staking Allowance | $2,500.00 | $2,500.00 |
| | | | **TOTAL BID AMOUNT** | | $ _____ |

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

**ORDER NUMBER 014-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the advertisement for New Transmission Mains (Materials Only), GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant is hereby authorized.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Guillotte** 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 January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Cindy Steen, Purchasing Agent

**Thru:** Cindy Russell, City Clerk

**Date:** January 13, 2015

**Subject**: Authorization to advertise for New Transmission Mains (Materials Only) GMC Project No. CMOB120041(1) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant

---

**REQUEST:**
City Council authorization to advertise for New Transmission Mains (Materials Only) to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.

**BACKGROUND:**
**Material Bid:**
CWS contract requires the installation of approximately 15,000' of 12' water main to connect the Beasley Well, Mall Well and Office Well to the new water treatment plant and also to connect the treated water to the existing water system on Ladnier Rd. CWS has also agreed to install approximately 3000' of 8" sewer main for backwashing the new treatment plant to the ditch located east of Ladnier Rd.

The City is required to purchase the materials for this project. In order to get the best prices for these materials, we recommend advertising for unit price bids. The low bid material supplier will be required to hold their prices for 120 days.

**Bore Bid:**
There are a total of 5 bores and the locations are as follows:

- Under Beasley Rd at William Payne Adams Dr. – raw water main
- Under Hwy 90 at Beasley Rd – raw water main
- Under Old Spanish Trail at Gautier Vancleave – raw water main
- Under Ladnier at Old Spanish Trail (2 bores) – 12" finished water to connect to our existing water main and also 8" backwash line for discharge to creek

These bores will consist of 24' steel casing with 12' C900 water main and 16' steel casing with 8' PVC backwash main. The need for the bores was based on MDOT permit requirements for Hwy 90 and at strategic locations where it isn't feasible to shut the road down for installation of the water main. All other road crossings will be open cut and performed by CWS. As noted above, three bores are related to connecting the wells to the new treatment plant, one bore is for a treated water line and the last bore is for the backwash discharge line. GMC has provided the advertisement, bid sheet and drawings. .

All permits have been obtained for installation of the bores and the water/sewer mains.

**RECOMMENDATION:**

Based on the information provided, it is recommended that the Council approve to advertise for New Transmission Mains to connect the Beasley Well, Mall Well and Office Well to the Water Treatment Plant.

ADVERTISEMENT FOR BIDS

Sealed Bids for the **NEW TRANSMISSION MAINS (MATERIALS ONLY), GMC PROJECT NO. CMOB120041(1)** will be received by the City of Gautier at City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553 until **2:00 P.M., CST** local time on **Tuesday, February 24, 2015** at which time the Bids received will be publicly opened and read.

The project consists of the supply of materials only for the installation of the new transmission water mains. These materials include, but are not limited to, C900 PVC water main, restrained joint ductile iron sanitary sewer force main, ductile iron fittings, blow off hydrant assemblies, tapping sleeve & valves, inline gate valves, and other related appurtenances. Materials only, no construction.

The Bidding Documents may be viewed at the office of the Purchasing Agent, Gautier City Hall, Gautier, MS, and at the office of Goodwyn, Mills & Cawood, Inc. The bidding documents may be obtained from the office of Goodwyn, Mills and Cawood, Inc. upon payment of a deposit of $50.00 per set. Said cost represents the cost of printing, reproduction, handling, and distribution, therefore no refund will be granted. Electronic copies of the Bidding Documents may be obtained **for review only**. Please call Ashley Morris at 251.460.4006 to ensure plans are available prior to pick-up.

The Owner reserves the right to waive any informalities, or to reject any or all bids, and to award the contract to the lowest, responsible, responsive bidder.

No Bidder may withdraw his bid within One Hundred Twenty (120) days after the actual date of the opening thereof.

All bidders shall submit, upon request, a list of projects "successfully completed" in the last 2 years, having the same scope of work and approximate construction cost as specified in this project.

All bidders must comply with the President's Executive Order Number 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin. The City of Gautier is an Equal Opportunity Employer and encourages minority and women-owned businesses to submit proposals.

All bids shall be submitted in the complete Project Manual as issued by the Engineer. Bids not submitted in the Project Manual will not be opened. All Bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the Bidder. Envelopes containing bids must be addressed as follows, and delivered to: Ms. Cindy Steen, Purchasing Agent, City of Gautier, 3330 Hwy. 90, Gautier, MS 39553: "**BID FOR NEW TRANSMISSION MAINS – MATERIALS ONLY**".

Published by order of the City of Gautier, Mississippi

Cindy Steen, Purchasing Agent
City of Gautier

PROOF OF PUBLICATION:

Publication dates: January 25, 2015
February 1, 2015

## PROPOSAL

**PROJECT:** **NEW TRANSMISSION MAINS - MATERIALS ONLY**
**FOR THE CITY OF GAUTIER**
**GMC PROJECT NO. CMOB-120041(1)**

**BIDDER:** _____

Bidder agrees to provide the materials described in the specifications and shown on the plans for the following unit prices:

| Item | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | 2 | EA | 10" Tee | $ _____ | $ _____ |
| 2 | 4 | EA | 10" Valve | _____ | _____ |
| 3 | 2 | EA | 12" x 10" Reducer | _____ | _____ |
| 4 | 10 | EA | 12" 90° Bend | _____ | _____ |
| 5 | 10 | EA | 12" 45° Bend | _____ | _____ |
| 6 | 2 | EA | 12" 22.5° Bend | _____ | _____ |
| 7 | 1 | EA | 12" 11.25° Bend | _____ | _____ |
| 8 | 6 | EA | Blow Off Hydrant Assembly (Yellow) | _____ | _____ |
| 9 | 4 | EA | 12" Tee | _____ | _____ |
| 10 | 19 | EA | 12" Valve | _____ | _____ |
| 11 | 2 | EA | 8" 90° Bend | _____ | _____ |
| 12 | 1 | EA | 12" Plug | _____ | _____ |
| 13 | 2 | EA | 12" TS&V | _____ | _____ |
| 14 | 240 | LF | 12" RJDI | _____ | _____ |
| 15 | 120 | LF | 8" RJDI Sewer Force Main | _____ | _____ |
| 16 | 260 | SF | CL II Rip Rap Dissipater w/ Filter Fabric | _____ | _____ |
| 17 | 10325 | LF | 12" Pre-Treatment C900 PVC Water Main | _____ | _____ |
| 18 | 2600 | LF | 12" Post-Treatment C900 PVC Water Main | _____ | _____ |
| 19 | 2750 | LF | 8" Force Main PVC | _____ | _____ |
| | | | **TOTAL BID AMOUNT** | | $ _____ |

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

**ORDER NUMBER 015-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services for the City's federally funded Brownfields Assessment Program is hereby authorized.

**IT IS FURTHER ORDERED** that the contract from Goodwyn, Mills & Cawood includes a scope of work and fees for each of the following services: Project Management and Reporting, Community Involvement/Engagement, Site inventory and Assessments, and Evaluation and Cleanup Planning with a total amount not to exceed $361,000.00 over a three year grant period.

**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**
**Casey Vaughan**
**Rusty Anderson**
**Adam Colledge**

**NAYS**: **Hurley Ray Guillotte**

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Patty Huffman, Grants & Projects Manager

**Through:** Chandra Nicholson, Economic Development and Planning Director

**Date:** January 13, 2015

**Subject**: Brownfields Grant Project-Environmental Consultant Contract

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**REQUEST:**
The Economic Development & Planning Department requests authorization to enter into a contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services for the City's federally funded Brownfields Assessment Program.

**BACKGROUND:**
EPA's Brownfields Program provides funds to empower states, communities, tribes and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. A brownfield site is defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land." Assessment grant funding is used to inventory, characterize, assess, and conduct planning (including clean-up planning) and community involvement related to brownfield sites. On August, 14, 2014, Gautier was awarded a $400,000 Brownfields Assessment grant with a project period of 10/01/14 through 09/30/2017. City Council approved the selection of Goodwyn, Mills & Cawood, Inc. as the City's Environmental Consultants at the November 4, 2014 City Council meeting.

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**DISCUSSION**:
The attached contract from Goodwyn, Mills & Cawood includes a scope of work and fees for each of the following services: Project Management and Reporting, Community Involvement/Engagement, Site Inventory and Assessments, and Evaluation and Cleanup Planning with a total amount not to exceed $361,000 over the three year grant period. This grant requires no local match.

**RECOMMENDATION:**
The Economic Development & Planning Department recommends that City Council authorize entering into the Environmental Services Contract with Goodwyn, Mills & Cawood, Inc. for the services outlined above.

The City Council may:

1) Approve the Environmental Services Contract with Goodwyn, Mills & Cawood, Inc. as presented,
2) Approve the Environmental Services Contract with Goodwyn, Mills & Cawood, Inc. with changes, or
3) Disapprove the Environmental Services Contract with Goodwyn, Mills & Cawood, Inc. for the services listed above.

**ATTACHMENT(S):**
Goodwyn, Mills & Cawood Environmental Services Contract with Exhibits A and B
EPA General Terms and Conditions and Administrative Conditions

**AGREEMENT BETWEEN CITY OF GAUTIER AND**
**GOODWYN, MILLS & CAWOOD, INC. FOR ENVIRONMENTAL ASSESSMENT**

This agreement is dated _____, 2015, and is between Goodwyn, Mills & Cawood, Inc., an Alabama corporation (**"GMC"** or **"Environmental Assessor"**) and the City of Gautier, Mississippi, (**"City"**).

GMC shall perform environmental assessments and other related Brownfield work in the City of Gautier, Mississippi in accordance with the Scope of Work as approved by the City of Gautier and the US EPA Region 4.

The parties therefore agree as follows:

1. **Assessment.** GMC shall complete all assessments and associated work as specified in GMC's Scope of Work, a copy of which is attached hereto as **Exhibit A** and incorporated by reference as if set out fully herein.

2. **Project**. The project for which the assessment work shall be performed is the City of Gautier Brownfields Assessment Project, in Gautier, Mississippi.

3. **Time of Performance**. GMC shall proceed with the assessment in a diligent manner and shall substantially complete the scope of work within a reasonable period of time. The project goals are outlined in the Scope of Work and timeline. The timeline will commence at the time this agreement is signed by both parties.

4. **Payment Price**. Owner shall pay GMC for completion of the assessment work in accordance with GMC's cost breakdown, attached as **Exhibit B** and incorporated by reference as if set out fully herein.

5. **Payment Terms**. GMC shall submit applications for payment and invoices to the City on a monthly basis. City shall process and remit payment to GMC within thirty (30) days of receiving the invoice. If GMC does not receive payment within thirty (30) days, the outstanding invoices shall bear an interest rate of __1__% per month.

6. **Commencement of Contract**. GMC shall begin assessment work immediately upon the execution of this agreement.

7. **Availability of Site and Other Lands**. The City of Gautier shall furnish and assist in providing GMC access to (a) all lands, including the site of the project and rights-of-way and easements for access thereto, and (b) such other lands and facilities that are designated or required for the use of GMC, including but not limited to such off-site lands and facilities as are reasonably necessary to conduct investigation and monitoring.

8. **Existing Conditions**.

a. The City represents that it has fully disclosed to GMC any information that the City knows or has reason to suspect concerning the existence of contaminants at the project. For purposes of this agreement, "**Contaminant**" shall mean any substance or material that is regulated by laws or regulations to protect the public health or the environment due to its characteristics or as a result of its quantity or both. A contaminant may include, but is not limited to the following: asbestos, hazardous substances, hazardous wastes, PCBs, petroleum, or radioactive materials.

b. The City acknowledges that GMC may have legal obligations with respect to public health and safety and will cooperate with GMC to help ensure compliance with these obligations.

c. GMC shall periodically advise the City of the presence and condition of Contaminants encountered at the project.

d. If GMC discovers or identifies conditions for which it reasonably believes that the City is legally required to provide notice to a public agency, it shall so advise the City and give the City the first opportunity to provide such notification. In any event, GMC shall have the right to report the presence of any Contaminant to public agencies having jurisdiction if it reasonably believes that it is required by law to do so.

e. The parties acknowledge and understand that the presence of Contaminants and other potentially hazardous conditions at the site were not caused by or the responsibility of GMC, and neither this agreement or any other document transfers any legal responsibilities for such conditions from the City to GMC.

9. **Differing Site Conditions**. GMC shall promptly, and before the conditions are disturbed, give written notice to the City of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in any initial investigations;

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by **Exhibits A & B**; or

c. The presence of Contaminants, contaminated areas or contaminated resources not disclosed in this agreement in existence as of the date of receipt of the proposal.

10. **GMC's Responsibilities; Standard of Care**.

a. GMC shall perform all services under this agreement with the care and skill ordinarily used by members of GMC's profession practicing under like and similar conditions at the same time and locality.

b. GMC makes no representation, warranty, or guarantee, expressly or impliedly, as to its findings, recommendations, plans, specifications, drawings, or professional judgment or advice except as provided for in paragraph 10(a).

c. The City acknowledges that compliance with the standard of care is not an assurance that all risks applicable to the City in connection with the project have been identified and managed.

d. GMC shall supervise, inspect and direct assessment relating to GMC's scope of work with the standard of care as set forth herein. GMC shall be solely responsible for the means, methods, techniques, sequences and procedures employed by it to perform the scope of work.

11. **Emergencies**. In emergencies affecting the safety or protection of persons or assessment work or property at or adjacent to the sites, GMC shall act to prevent threatened damage, injury or loss. GMC shall give the City prompt written notice if GMC believes that any significant changes in the assessment scope of work or variations from the scope of work have been caused thereby or are required as a result thereof.

12. **Termination**. The City may, after giving thirty (30) day's written notice to GMC, terminate this agreement but only if GMC fails to perform the services according to this agreement. GMC may, after giving thirty (30) day's written notice to the City, terminate this agreement, but only if (a) the City fails to pay GMC for a period of time longer than 90 days; or (b) the scope of work is suspended for more than 90 days through no fault of GMC.

13. **Dispute Resolution**. The City and GMC shall commence all claims, disputes, causes of action or other matters, whether in tort, contract or otherwise, against the other arising out of or related to this Agreement in accordance with the following:

- Any claim, dispute, causes of action or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to litigation. The parties shall select one mediator to conduct the mediation, with such mediation to take place in Jackson County,

Mississippi unless the parties agree to a different location. The parties shall bear the mediator's fee and any other fees related to the mediation equally.

- If the parties do not resolve a dispute through mediation, the method of dispute resolution shall be litigation in any appropriate court in Jackson County, Mississippi.

14. **Waiver of Consequential Damages**. Consequential damages will be limited as dictated by Mississippi law.

15**.** **Governing Law**. The laws of the State of Mississippi shall govern all matters arising under this Agreement.

16. **Binding Effect**. GMC and the City, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither GMC nor the City shall assign this Agreement without the written consent of the other.

17. **No Intended Third Party Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against GMC or the City, and the parties mutually represent there are no third party beneficiaries to this Agreement.

18. **Confidential Information**.

(a) If GMC or the City receives information specifically designated by the other party as "confidential" or "proprietary", the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for each applicable Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

(b) This provision shall not apply to any information (1) which is or was generally available to the public from sources other than GMC or the City, and their respective representatives, (2) is or becomes available to GMC or City from a third party which is not known by GMC or City to be subject to a confidential agreement with the other party, (3) is already in the possession of GMC or City or developed by GMC or City without reference to any information, or (4) which GMC or City become obligated to disclose by any law, regulation or judicial process.

19. **Modification**. No amendment or modification of this Agreement, or any Task Order, will be effective unless it is in writing and signed by the parties.

20. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements or policies relating thereto.

21. **Severability**. If any provision of this Agreement is unenforceable to any extent, the remainder of the agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

The parties are signing this Agreement on the date stated in the introductory clause.

For the CONSULTANT:

Jymalyn Redmond
Environmental Manager
Goodwyn, Mills & Cawood
2660 EastChase Lane, Suite 200
Montgomery, Alabama 36117
Phone: 334.271.3200
Fax: 334.272.1566
Jymalyn.Redmond@gmc.network.com

For the CITY:

Samantha Abell
City Manager
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
Phone: 228.497.8000
Fax: 228.497.8028
sabell@gautier-ms.gov

_____
Jymalyn Redmond
Goodwyn, Mills & Cawood

_____
Samantha Abell
City of Gautier

# EXHIBIT A

# BROWNFIELDS ASSESSMENT
# SCOPE OF WORK

**Gautier Brownfields Assessment Project**
**January 2015**

Goodwyn, Mills and Cawood, Inc. (GMC) will provide support to the City of Gautier, MS in the administration of the US EPA Brownfields Assessment Grant to complete the following scope of work. The Scope of work is divided into four (4) major work classifications:

Task 1 Project Management and Reporting
Task 2 Community Involvement / Engagement
Task 3 Site Inventory and/or Characterization
Task 4 ABCA Evaluations and Cleanup Planning

GMC will aid the City in accomplishing the following major tasks over the next three years with Brownfields Assessment Grant funding. These include:

- A Community Engagement Plan and corresponding activities
- A complete inventory of regulatory sites
- Updates of ACRES Website, Annual Projections and Quarterly Reports
- 25 Phase I Assessments and 1 generic Quality Assurance Plan (QAPP)
- 4 site specific QAPPs
- 8 Phase II Assessments
- 4 Analysis of Brownfield Cleanup Alternatives (ABCA) Reports

It is anticipated that work can begin on January 20, 2015 or shortly thereafter.

## TASK 1 PROJECT MANAGEMENT AND REPORTING

- Goodwyn, Mills and Cawood, Inc will assist the City of Gautier in the preparation and submittal of financial and progress reports to the EPA. Quarterly reports and financial reimbursement requests, are due January 2015, and every three months afterwards. Annual reports are due in October 2015 and 2016. A final report is due December 2017, within 90 calendar days after the expiration or term of the award.
- Consultant will assist with data entry into the Assessment Cleanup Redevelopment Exchange System (ACRES) database in preparation for quarterly reporting.
- Consultant will assist with Annual Projections Report due by April 30th of each of the following years: 2015, 2016 and 2017.

## TASK 2 COMMUNITY INVOLVEMENT / ENGAGEMENT

Goodwyn, Mills and Cawood, Inc will assist the City of Gautier in development and implementation of a community engagement plan. Consultant will also participate with City staff, elected officials, state partners, and EPA Program Manager at the Project Kick-off meeting.

## TASK 3 SITE INVENTORY AND/OR CHARACTERIZATION

Goodwyn, Mills and Cawood, Inc will conduct database searches of potential hazardous substance and petroleum products sites for the entire City. These database searches will consist of research of all regulatory lists and will be consistent with database research conducted as a part of the normal ASTM Designation E1527-05 Phase I Environmental Site Assessment. An inventory of potential sites to be assessed will be produced.

GMC will prepare one generic QAPP by the 7th month of the project. This will be submitted to EPA for approval. Following approval of the generic QAPP, up to 25 sites from the site inventory list will be selected for Phase I Environmental Site Assessments. The City will negotiate site access for all Phase I Environmental Site Assessments. Approximately ten (10) sites will be identified, access acquired if necessary, and GMC will complete assessments within the first ten months of the project. Approximately fifteen (15) additional sites will be identified and work initiated after sixteen months. All sites where Phase I Environmental Site Assessments are performed will be entered into the EPA ACRES database.

A subset of eight (8) of the sites selected for Phase I Assessment will be selected for Phase II Environmental Site Assessments. The City will negotiate site access for all Phase II Environmental Site Assessments. Prior to spending any funds for Phase II ESAs, the City of Gautier will submit an EPA Region 4 Site Eligibility Determination Outline to the EPA Project Officer and ***receive EPA approval***. The City must also provide EPA with information on the location of the project; any threatened or endangered species or habitat which may be affected by the project; whether the site is considered to be of concern by the State Historic Preservation officer, a list of Tribes who may believe the site or project could disturb cultural resources, and identify if there are any waters subject to Clean Water Act Section 404 that may be affected by the project.

GMC will prepare and follow an OSHA-compliant Health and Safety Plan (HASP), and place a copy in the Cooperative Agreement file. This must be submitted to EPA and the State for the Brownfields project file. Prior to undertaking ANY sampling for Phase II ESAs, GMC will prepare and submit Quality Assurance Project Plans (QAPP). A total of four site-specific QAPPs are planned. QAPP approval by EPA is required prior to sample collection. The QAPP will be consistent with the EPA Region 4 "*Interim Generic & Site Specific Quality Assurance Project Plan Guidance for Brownfield Site Assessments and/or Cleanups,*" July 2010, and later revisions (see FY 2014 Brownfields Terms and Conditions). No QAPP's will be submitted after the 30th month.

The first two Phase II assessments will be identified and initiated 10 months after beginning assessment activities. The next two Phase II assessments will be initiated 16 months after the grant award. Four additional Phase II assessments will be initiated by month 18.

## TASK 4 CLEANUP PLANNING AND INSTITUTIONAL CONTROLS

GMC will prepare four (4) ABCA or equivalent State-required documents which describe the findings of the assessment phases at two (2) hazardous substance sites and two (2) petroleum sites. The ABCAs will document the potential for exposure from various constituents at the sites so that any necessary steps can be reasonably made to limit exposure. The ABCA or its equivalent will generally include:

1) Information about the site and contamination issues (i.e. exposure pathways, identification of contaminants, contaminant levels and contaminant sources, source volume or other estimates as needed to compare relative costs between remedies);
2) Identification of the contaminants of concern;
3) A summary of Cleanup / protectiveness standards, applicable laws and regulations.
4) A description of the remedial alternatives considered;
5) Assessment of the effectiveness, implementability, and the cost of each alternative; As part of the evaluation of effectiveness, discuss whether/how each alternative would achieve cleanup / protectiveness standards and would comply with applicable laws and regulations;
6) A comparative analysis of the alternatives considered; and
7) A selected or proposed alternative, noting any engineering controls.

**Note: EPA Cooperative Agreement Recipients and Sub-recipients must comply with applicable EPA General Terms and Conditions Applicable to 40 CFR Part 30 and 31 Recipients (effective January 13, 2014). These terms and conditions are in addition to the assurances and certification made as part of the award and terms, conditions or restrictions reflected on the official assistance award document (Administrative Conditions document).**

# Exhibit B

## Excerpts from

## BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT WORK PLAN

**Gautier Brownfields Assessment Project**
**July 1, 2014**

Submitted by:
CITY OF GAUTIER, MISSISSIPPI
3330 Highway 90
Gautier, Mississippi 39553
Chandra Nicholson, P.E.
Director of Economic Development & Planning
cnicholson@gautier-ms.gov

## Attachment 1: Guideline for Detailed Schedule Development - Assessment

- Start approved Phase I activities as soon as sites are identified (no need to wait for a final site inventory).
- Make community engagement a cornerstone of the program; it helps build the site inventory and program commitment.
- Projects with at least 35% of the funds expended on eligible tasks after 18 months are well positioned to spend all funds by the end of the project period.

| Time from Notice of Selection | Actions | √ |
|---|---|---|
| | **Grant Commitment and Planning Phase** | |
| **0 month** | Notice of Selection, May 27, 2014; Application Forms Webinar attended June 11 2014 | |
| **3 weeks** | Grant Application Submitted with Draft Work Plan and detailed schedule by July 2, 2014<br>CAR Internal Grants Management Team is in place with set roles | |
| **2-4 months** | CAR pre-award activities such as Community Engagement Plan and consultant RFP (with Project Officer prior approval)<br>City Council authorization to advertise a consultant RFP given on July 1, 2014<br>Advertise a consultant RFP in July 2014 | |
| **2 months** | EPA works with CAR to finalize draft work plan (by August 1, 2014) | |
| **3-4 months** | EPA executes grant award<br>Consultant contract approved by City Council & executed and contractor on-board<br>Begin work on Community Engagement Plan | |
| **Oct. 7-9, 2014** | New Grantee Orientation in Atlanta, GA | |

| Time from Grant Award | | Actions | √ |
|---|---|---|---|
| **Planning** | | **Startup** | |
| | **0 months** | Grant award | |
| | **0–3 months** | Request for Proposal (RFP) for contractor procurement is finalized (only if not completed pre-award) | |
| | **1 - 4 months** | Kick-off meeting held with CAR, Contractor, EPA, State<br>First Meeting with Community, Complete Community Engagement Plan | |
| | | **Grant Specific Schedule** | |
| **Year 1** | **4 months** | Quarterly Report 1 is due January 30, 2015 (30 days after 1st quarter ends)<br>Reimbursement Request Submitted | |
| | **4 - 7 months** | Initial Site Inventory activities completed / Site Selection Priority Process established (with input from Community) and implemented | |
| | **4 - 7 months** | Phase I activities initiated on first priority sites (concurrent with Inventory refinement & Community Input) | |
| | **4 – 7 months** | **Community-wide grant recipients develop generic QAPP (concurrent with Phase I report writing); submit to EPA/State (allow 4 weeks for approval)** | |

| | | | |
|---|---|---|---|
| | **6 – 9 months** | Phase I reports are being finalized/ACRES forms are being updated/ Community has been engaged in Phase I findings | |
| | **7 months** | Quarterly Report 2 is due April 30, 2015 (30 days after 2nd quarter ends) Reimbursement Request Submitted | |
| | **7 months** | Submit projections to EPA for Phase I & Phase II ESAs for the next year | |
| | **8 – 9 months** | Submit site eligibility forms to EPA/State (for petroleum sites); obtain site access | |
| | **9 months** | Site specific QAPP(s) submitted to EPA/State for each property (allow 2 weeks for approval) | |
| | **10 months** | Quarterly Report 3 is due July 30, 2015 (30 days after 3rd quarter ends) Reimbursement Request Submitted | |
| | **10 months** | Phase IIs initiated | |
| | **11 – 13 months** | Phase II reports are being finalized; ACRES forms are being updated; Community has been engaged in Phase II findings | |
| | **11 -13 months** | Assess status to ensure work is on target to meet set year end goals, if not inform PO as soon as possible in writing | |
| **Year 2** | **13 months** | Quarterly Report 4 is due October 30, 2015 (30 days after 4th quarter ends) | |
| | **12 – 24 months** | Phase I planning to Phase II initiation cycle for community-wide grants repeats year one cycle, but it should be shorter/faster in repetitive cycles for subsequent properties | |
| | **12 – 24 months** | Begin clean-up planning (ABCA) on sites where cleanup funds may be desired Submit to EPA /State for review/comment/public involvement Begin securing/seeking financial support for cleanup | |
| | **16 months** | Quarterly Report 5 is due January 30, 2016 (30 days after 5th quarter ends) Reimbursement Request Submitted | |
| | **18 months** | **Half of 3 year grant is complete; check-in with EPA/State for any modifications to work plan budget or scope of work. 35% of funds should be expended by this time.** | |
| | **19 months** | Quarterly Report 6 is due April 30, 2016 (30 days after 6th quarter ends) Reimbursement Request Submitted | |
| | **19 months** | Submit projections to EPA for Phase I & IIs for the next year | |
| | **22 months** | Quarterly Report 7 is due July 30, 2016 (30 days after 7th quarter ends) Reimbursement Request Submitted | |
| | **24 months** | One year left on grant; concrete plans should be in place to accomplish CAR's goals for the grant and to spend remaining grant funds. All or most site specific QAPPs for Phase IIs should be submitted **(No QAPPS will be accepted after month 30)** | |
| | **25 months** | Quarterly Report 8 is due October 30, 2016 (30 days after 8th quarter ends) Reimbursement Request Submitted Disadvantaged Business Enterprise (DBE) due with this quarterly | |
| | **26 – 30 months** | Phase I planning to Phase II initiation cycle for community-wide grants repeats year one cycle, but it should be shorter/faster in repetitive cycles for subsequent properties. Continue public involvement. | |
| | **26 – 30 months** | Clean-up planning (ABCA) on sites where cleanup funds may be desired Submit to EPA/State for review/comment/public involvement Begin securing/seeking financial support for cleanup | |
| | **28 months** | Quarterly Report 9 is due January 30, 2017 (30 days after 9th quarter ends) Reimbursement Request Submitted | |
| | **28 months** | Make sure all work has been entered in ACRES so that credit is given for all of CAR's accomplishments | |
| | **30 months** | 6 months remain on the grant; Start winding down activities in preparation for grant closing | |

| | | | |
|---|---|---|---|
| **Year 3** | | | |
| | **31 months** | Quarterly Report 10 is due April 30, 2017 (30 days after 10th quarter ends) Reimbursement Request Submitted | |
| | **34 months** | Quarterly Report 11 is due July 30, 2017 (30 days after 11th quarter ends) Reimbursement Request Submitted | |
| | **35 month** | Reconcile accounts; collect remaining invoices for submission; gather deliverables for final close-out report | |
| | **36 months** | Grant project/budget period closes; no further costs can be incurred after final date | |
| | **37 months** | Quarterly Report 12 is due October 30, 2017 (30 days after 12th quarter ends); May serve as Final Close-out Report if all project documentation is complete and ready. If so, then it is due 90 days after close, or December 30, 2017. Disadvantaged Business Enterprise (DBE) report due with this quarterly report. | |
| | **37 – 39 months** | Submit final request for reimbursement with Final FFR (Standard Form 425); All Close-out documentation and final deliverables due within 90 days after project end date (December 30, 2017) | |

- Quarterly reports are due 30 days after the end of each quarter: Jan 30, April 30, July 30 and Oct 30.
- DBE/MBE reports are due with the October quarterly reports.
- ACRES data should be entered with each project phase and after significant work completion.
- Draw down expended funds at least quarterly or more frequently as expenditures warrant.

## Attachment 2: Budget Tables for Work Plan Tasks

| **Hazardous Substances Budget Categories** | **Project Tasks** | | | | | |
|---|---|---|---|---|---|---|
| (Programmatic Costs Only) | Task 1 Project Management & Reporting | Task 2 Community Involvement/ Engagement | Task 3 Assessment | Task 4 Cleanup Planning | Task 5 Public Health Initiative | Total |
| Personnel | $5,977.50 | $2,128.00 | $0.00 | $0.00 | $0.00 | **$8,105.50** |
| Fringe Benefits | $1,395.50 | $521.50 | $0.00 | $0.00 | $0.00 | **$1,917.00** |
| Travel[1] | $2,102.50 | $125.00 | $0.00 | $0.00 | $0.00 | **$2,227.50** |
| Equipment[2] | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| Supplies | $2,100.00 | $150.00 | $0.00 | $0.00 | $0.00 | **$2,250.00** |
| Contractual[3] | $11,000.00 | $2,500.00 | $153,000.00 | $14,000.00 | $0.00 | **$180,500.00** |
| Other – Health Dept. | $0.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | **$5,000.00** |
| **Total** | **$22,575.50** | **$5,424.50** | **$153,000.00** | **$14,000.00** | **$5,000.00** | **$200,000.00** |

[1] Travel to brownfields-related training conferences is an acceptable use of these grant funds.

[2] EPA defines equipment as items that cost $5,000 or more with a useful life of more than one year. Items costing less than $5,000 are considered supplies.

[3] Applicants must comply with the procurement procedures contained in 40 CFR 31.36, or for non-profits, with 40 CFR 30.40 through 30.48.

| **Petroleum Budget Categories** | **Project Tasks** | | | | | |
|---|---|---|---|---|---|---|
| (Programmatic Costs Only) | Task 1 Project Management & Reporting | Task 2 Community Involvement/ Engagement | Task 3 Assessment | Task 4 Cleanup Planning | Task 5 Public Health Initiative | Total |
| Personnel | $5,977.50 | $2,128.00 | $0.00 | $0.00 | $0.00 | **$8,105.50** |
| Fringe Benefits | $1,395.50 | $521.50 | $0.00 | $0.00 | $0.00 | **$1,917.00** |
| Travel[1] | $2,102.50 | $125.00 | $0.00 | $0.00 | $0.00 | **$2,227.50** |
| Equipment[2] | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| Supplies | $2,100.00 | $150.00 | $0.00 | $0.00 | $0.00 | **$2,250.00** |
| Contractual[3] | $11,000.00 | $2,500.00 | $153,000.00 | $14,000.00 | $0.00 | **$180,500.00** |
| Other – Health Dept. | $0.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | **$5,000.00** |
| **Total** | **$22,575.50** | **$5,424.50** | **$153,000.00** | **$14,000.00** | **$5,000.00** | **$200,000.00** |

[1] Travel to brownfields-related training conferences is an acceptable use of these grant funds.

[2] EPA defines equipment as items that cost $5,000 or more with a useful life of more than one year. Items costing less than $5,000 are considered supplies.

[3] Applicants must comply with the procurement procedures contained in 40 CFR 31.36, or for non-profits, with 40 CFR 30.40 through 30.48.

## Attachment 3: Annual Projections

| Property/Site Name | Activity | Start Date | Completion Date |
|---|---|---|---|
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# Attachment 4: AAI Reporting Requirements Checklist for Phase I Site Assessments Conducted using EPA Brownfields Assessment Grant Funds

**Contact Information**

Grantee Name: _____

Grant Number: _____

ACRES Property ID: _____

Program Manager Name: _____
(Point of Contact)

Contact Phone Number: _____

Name / Address of Property Assessed: _____

**Checklist**

Please indicate that each of the following All Appropriate Inquiries documentation requirements were met for the Phase I assessment conducted at the above listed property:

☐ An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

☐ An identification of ***"significant" data gaps*** (as defined in §312.10 of AAI final rule and §12.7 of ASTM E1527-05), if any, in the information collected for the inquiry, as well as comments regarding the significance of these data gaps. Significant data gaps including missing and unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

☐ ***Qualifications* and *signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- ☐ *''[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.''*
- ☐ *''[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.''*

**Note: Please use either "I" or "We."**

☐ In compliance with §312.31(b) of the AAI final rule and §12.6.1 of ASTM E1527-05, the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

| Signature of Grantee Program Manager | Date |
|---|---|

# Attachment 5: Example Quarterly Reporting Template – Assessment

CAR Name: City of Gautier, MS
Cooperative Agreement Number:
Date Submitted:
Quarterly Report Number:

## Task 1: Project Management and Reporting

| Subtask / Activity | Deliverable/ Outputs / Milestone | Target Date[1] | Lead Party |
|---|---|---|---|
| A. Assemble internal team, including technical, financial, managerial. Establish project schedule. | Team established, agreement written. Schedule developed. | Qtr. 1 | PM, team |
| B. Prepare bid documents for procuring contractor support. | Bid package complete. | Qtr. 1 | PM |
| C. Select contractor. | Contractor selected | Qtr. 1 | PM |
| D. Kick-off meeting held. | Kick-off meeting complete | Qtr. 2 | Team |
| E. Grant Project Reporting and Performance Evaluation: | | | PM |
| a. Quarterly Progress Reports to EPA & State | Quarterly Progress Reports (10 days after end of qtr.) | | PM, team |
| b. Final Grant Reporting | Final Report (90 days after grant) | | PM, GPM |
| F. Attend Regional & National Brownfields workshops | | | |

**Cost Estimates for Task 1:**

Actual Accomplishments and Progress Reporting for *(fill in the blank)* Reporting Period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

CAR Name: City of Gautier, MS
Cooperative Agreement Number:
Date Submitted:
Quarterly Report Number:

## Task 2: Community Involvement/Engagement

| Subtask / Activity | Deliverable/ Outputs / Milestone | Target Date | Lead Party |
|---|---|---|---|
| A. Setup Information Repository for Public Information | Files made publicly available. | Qtr. 1 | PM, team |
| B. Detailed demographic assessment | Assessment complete, part of Plan. | Qtr. 1 | Team |
| C. Community Engagement Plan Developed | Plan complete. | Qtr. 1 | Contractor |
| D. Media, Electronic & Social Networking Systems Updated | Radio, TV, flyers newspaper, etc. | Every Qtr. | Team<br>PM, Team |

[1] The project schedule needs to be more detailed and specific than the overall completion quarter represented here.

| | | | |
|---|---|---|---|
| E. Meetings to describe project/schedule and/or updates<br>Kick-off meeting<br>Update after Phase I<br>Update after Phase II<br>Project completion with ABCA | Meetings conducted. | Qtrs.:<br>2,<br>4,<br>8,<br>10 | |

**Cost Estimates for Task 2:** (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

CAR Name: City of Gautier, MS
Cooperative Agreement Number:
Date Submitted:
Quarterly Report Number:

## Task 3: Assessments of Targeted Sites

| Subtask / Activity | Deliverable/ Outputs / Milestone | Target Date | Lead Party |
|---|---|---|---|
| A. Site Inventory | Inventory List | By 3rd Qtr. | Contractor |
| B. Characterization (Phase I, Phase II) Ongoing | Reports (25 sites) | Quarterly | Contractor |
| C. Generic QAPP | Report | By Qtr. 4 | Contractor |
| D. Site Specific QAPPs | Report | By Qtr. 4 | Contractor |

**Cost Estimates for Task 3:** (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

CAR Name: City of Gautier, MS
Cooperative Agreement Number:
Date Submitted:
Quarterly Report Number:

## Task 4: Cleanup Planning and Institutional Controls

| Subtask / Activity | Deliverable/ Outputs / Milestone | Target Date | Lead Party |
|---|---|---|---|
| A. ABCAs | ABCAs completed | Year 2 | Contractor |
| B. | | | |
| C. | | | |

| | | | |
|---|---|---|---|
| | | | |

**Cost Estimates for Task 4:** (include cost estimates here)

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

CAR Name: City of Gautier, MS
Cooperative Agreement Number:
Date Submitted:
Quarterly Report Number:

## Task 5: Public Health Initiative

| Subtask / Activity | Deliverable/ Outputs / Milestone | Target Date | Lead Party |
|---|---|---|---|
| A. Initiate discussion with Jackson County Health Dept. regarding contractual services related to site selection and evaluating assessment results | Contact Made | Qtr. 1 | PM, team |
| B. Agreement signed with Health Dept. to perform services above. | Contract | Qtr. 2 | PM |
| C. Health Dept. reports received | Reports | Quarterly | HD |

**Cost Estimates for Task 5:** (include cost estimates here) $10,000 contractual fee

Actual Accomplishments and Progress Reporting for *(fill in the blank)* period: *Use this area to provide a description of the progress made during the reporting period for this task. Be detailed and descriptive.*

## *Budget:*

Budget updates template included here is for quarterly reporting only. SF424 budget forms suffice for final work plan budget documentation. Community-wide quarterly budget reporting must be site-specific (separate from this chart).

| **Hazardous Substance Budget** | | | | |
|---|---|---|---|---|
| Budget Update: | | | | |
| Expense Category | Current Approved Budget (from work plan) | Costs Incurred This Quarter | Costs Incurred To Date | Total Funds Remaining |
| Personnel | $10,022.50 | | | |
| Travel | $2,227.50 | | | |
| Equipment | $0.00 | | | |
| Supplies | $2,250.00 | | | |
| Contractual | $180,500.00 | | | |
| Other | $5,000.00 | | | |
| Total | $200,000.00 | | | |

| **Petroleum Substance Budget** | | | | |
|---|---|---|---|---|
| Budget Update: | | | | |
| Expense Category | Current Approved Budget (from work plan)* | Costs Incurred This Quarter | Costs Incurred To Date | Total Funds Remaining |
| Personnel | $10,022.50 | | | |
| Travel | $2,227.50 | | | |
| Equipment | $0.00 | | | |
| Supplies | $2,250.00 | | | |
| Contractual | $180,500.00 | | | |
| Other | $5,000.00 | | | |
| Total | $200,000.00 | | | |

## *Site Specific Community-Wide Quarterly Budget Summary:*

| Site Name | Current Quarter Costs | Cumulative Costs Incurred to Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**City of Gautier Brownfields Assessment Grant**
**Consultant's Project Cost Breakdown**

| | | |
|---|---|---|
| Task I: Project Management and Reporting | | $22,000 |
| Task 2: Community Engagement and Involvement | | $5,000 |
| Task 3: Site Inventory/Assessments: | | |
| Site Inventory | $10,000 | |
| Phase Is (25 @ $3,440) | $86,000 | |
| Phase IIs (8 @ $25,000) | $200,000 | |
| Generic QAAP (1 @ $4,000) | $4,000 | |
| Site-specific QAAPS (4 @ $1,500) | $6,000 | |
| Total for Task 3 | | $306,000 |
| Task 4: Cleanup Planning (4 ABCAs @ $7,000) | | $28,000 |
| Total All Tasks | | **$361,000** |

# Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the applicable EPA general terms and conditions available at: http://www.epa.gov/ogd/tc.htm. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The applicable terms and conditions below are in addition to the general terms and conditions noted above:

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

**GENERAL COMPLIANCE, 40 CFR, Part 33**
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

**Accepting the Fair Share Objectives/Goals of Another Recipient**
The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY as follows:

MBE: CONSTRUCTION N/A; SUPPLIES 7.70%; SERVICES 1.10%; EQUIPMENT 6.80%
WBE: CONSTRUCTION N/A; SUPPLIES 3.40%; SERVICES 2.20%; EQUIPMENT 5.10%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**
The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**
MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

(a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
(b) $3,000 or more is included for supplies; or
(c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

Based on EPA's review of the proposed budget, this award likely meets one or more of the conditions as described above, therefore, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis.

However, if this award does not meet the conditions as described above, the recipient should provide the U.S. Environmental Protection Agency Grants Management Office (Region 4) with a justification and budget details indicating that based on the planned budget, this award is **not** subject to the DBE reporting requirements.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the last report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Last reports are due 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for

non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**U.S. Environmental Protection Agency**
**Grants Management Office**
**SNAFC, 61 Forsyth Street, SW**
**Atlanta, GA 30303**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

**CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302**
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**2. FEDERAL FINANCIAL REPORT**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at http://www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Parkway, Building C, Room 503, Las Vegas, NV 89119, or by Fax to: 702-798-2423 or email **LVFC-grants@epa.gov**.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

## ***Programmatic Conditions***

**1. Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards, unless otherwise directed by the EPA Project Officer. Information on these standards may be found at www.fgdc.gov.

2. Brownfields Assessment Terms and Conditions

I. GENERAL FEDERAL REQUIREMENTS

**NOTE: For the purposes of these Terms and Conditions the term "assessment" includes , eligible activities under the Comprehensive Environmental Response , Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory , characterization, assessment, and planning relating to brownfield sites as described in the U .S. Environmental Protection Agency approved work plan.**

**A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. *However, the CAR may not expend ("draw down") funds to carry out this agreement until the EPA Project Officer approves the final work plan.*

b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.

c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 Code of Federal Regulations (CFR) Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

**B. Eligible Brownfield Site Determinations**

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in CERCLA § 101(39), whether the CAR is the potentially responsible party under CERCLA § 107 and/or has defenses to liability.

b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational

property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* for discussion of this element) documenting that:

   (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State;
   (2) the State determines there is "no viable responsible party" for the site;
   (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
   (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section I.B.2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in Section I.B.2.a. above.

## II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

### A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.

3. Assessment funding for an eligible brownfield site may not exceed $200,000 unless a waiver has

been granted by EPA. Following the granting of a waiver, funding is not to exceed $350,000 at the site.

**B. Substantial Involvement**

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

   a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.

   b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(4)(B)(i)(IV) applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subgrants.)

   c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.

   d. EPA may waive any of the provisions in term and condition Section II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

   a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

   b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.

   c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under 2 CFR Part 225 (for state, local and tribal governments) as applicable.

**C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.

3. Subgrants are defined at 40 CFR 31.36. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does

not exceed the $200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding $200,000. In no case may EPA funding exceed $350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. *The CAR will provide project updates to the State Brownfields or Voluntary Cleanup Program (VCP) contact on a regular basis.*

   a. *The CAR will make the State aware of all site-specific Phase II assessment activities to be initiated.*

   b. *The CAR will provide the State an opportunity to review and comment on all technical reports, including Quality Assurance Project Plans (QAPPs), sampling plans, Analysis of Brownfields Cleanup Alternatives (ABCAs), and cleanup plans.*

   c. *The CAR should involve the State in any site eligibility determinations.*

7. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

**D. Quarterly Progress Reports**

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
   a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
   b. An update on project schedules and milestones.
   c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
   d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. *If applicable, the budget must provide separate accounting of costs incurred at hazardous substances brownfields sites and petroleum-only brownfields sites.*

2. *The quarterly progress reports must clearly identify which activities performed during the reporting period were conducted with EPA funds and must relate EPA-funded activities to the objectives and milestones in the EPA approved work plan.*

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.

4. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the

outputs/outcomes specified in the approved work plan.

### E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

2. *The CAR must obtain approval from the EPA Project Officer before expending cooperative agreement funds to purchase computer supplies to comply with the on-line reporting system activities.*

### F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

## III. FINANCIAL ADMINISTRATION REQUIREMENTS

### A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

   a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);

   b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);

   c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.

   d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under Section III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

2. **Local Governments only**. *No more than 10% of the funds awarded by this agreement may be used by the CAR for monitoring of health and institutional controls. The CAR must maintain records on funds that will be used to carry out these task as identified in the EPA approved work plant.*

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);

c. Job training unrelated to performing a specific assessment at a site covered by the grant;

d. To pay for a penalty or fine;

e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;

f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA § 107;

g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.

b. Ineligible grant administration costs include direct costs for:

(1) Preparation of applications for brownfields grants;

(2) Record retention required under 40 CFR 31.42;

(3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;

(4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;

(5) Maintaining and operating financial management systems required under 40 CFR 31;

(6) Preparing payment requests and handling payments under 40 CFR 31.21;

(7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and

(8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

### C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.

b. Interest earned on program income is considered additional program income.

c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

## IV. ENVIRONMENTAL ASSESSMENT REQUIREMENTS

### A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

### B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. *The CAR must have an EPA approved QAPP in place before beginning each property specific environmental assessment, funded wholly or in part by this agreement, that includes sampling*

*and analysis of environmental media. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA Region 4 "Brownfields Quality Assurance Project Plans (QAPPs) Interim Instructions: Generic QAPP and Site Specific QAPP for Brownfields Site Assessments and/or Cleanups," July 2010 and later revisions.*

## C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

## D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that the EPA Project Officer will provide to the recipient. The checklist also is available on the EPA website at http://www.epa.gov/brownfields/aai/AAI-Reporting-fact-sheet-and-checklist-062111-Final.pdf.

   a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

   b. An identification of ***"significant" data gaps*** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

   c. ***Qualifications*** and ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

   - *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."*

   - *"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and*

*practices set forth in 40 CFR Part 312."*

**Note: Please use either "I" or "We ."**

d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation*** , if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

## V. Conflict of interest: Appearance of lack of Impartiality

### A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

(i) the affected party,

(ii) any member of his immediate family,

(iii) his or her partner, or

(iv) an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

## VI. PAYMENT AND CLOSEOUT

### A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

### B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

1. The Final Report as described in Section II.F.

2. A Final Federal Financial Report (FFR - SF425) to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
http://www.epa.gov/ocfo/finservices/payinfo.html

3. A Final MBE/WBE Report (EPA Form 5700-52A) to the EPA Project Officer. The reporting form can be found at the EPA website http://www.epa.gov/osbp/dbe_reporting.htm.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.

c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

# EPA General Terms and Conditions
# Applicable to 40 CFR Part 30 and 31 Recipients
# Effective January 13, 2014

**1. Introduction**
The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 40 CFR 30.2 and 31.43.

**2. Uniform Administrative Requirements**
This award is subject to the requirements of the Uniform Administrative Requirements for Grants and Agreements; Title 40 CFR, Part 30 for Institutions of Higher Education, Hospitals and Other non-Profit Organizations or Part 31 for State and Local Governments.

**3. Allowable Costs**
As outlined in Title 40 CFR, Parts 30.27 or 31.22, as applicable, allowable costs shall be determined in accordance with the cost-principles (i.e. OMB Circulars A-21, A-87, A-122 or the Federal Acquisition Regulation at 48 CFR Part 31) applicable to the entity incurring the costs.

## Financial Information

**4. Reimbursement Limitation**
EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

**5. Payment Methods**
The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

**5.1. Automated Standard Application for Payments (ASAP).** The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If the recipient uses multiple bank accounts for EPA grants/cooperative agreements, the recipient must enroll in ASAP. To enroll in ASAP, please complete the ASAP Initiate Enrollment form located at: http://www2.epa.gov/financial/forms and email it to LVFC-grants@epa.gov or fax it to LVFC at 702-798-2423.

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved funds are credited to the account at the financial institution of the recipient organization identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at 702-798-2485, or by visiting: www.fms.treas.gov/asap.

**5.2. Electronic Funds Transfer (EFT).**

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain the recipient's banking information from the System for Award Management (SAM). Once the agreement is awarded and no restrictions are identified by the awarding office, a Las Vegas Finance Center Representative will send the recipient an email message with the EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at 702-798-2485, or by visiting: http://www2.epa.gov/financial/grants.

NOTE: If the banking information is not correct or changes at any time prior to the end of this agreement, the recipient must update the organization's SAM registration and notify the EPA Las Vegas Finance Center as soon as possible. This is vital to ensure proper and timely deposit of funds.

**6. Payment Drawdown**

The recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis.

## Selected Items of Cost

**7. Consultant Cap**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 31.36(j).

**8. Establishing and Managing Subawards**

The recipient agrees to:

- **8.1.** Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- **8.2.** Establish all subaward agreements in writing;
- **8.3.** Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- **8.4.** Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- **8.5.** Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are allowable, reasonable and allocable;
- **8.6.** Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- **8.7.** Monitor the performance of their subrecipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- **8.8.** Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- **8.9.** Ensure that any questions about subrecipient eligibility or other issues pertaining to subawards are addressed to the recipient's EPA Project Officer, as appropriate. Additional information regarding subawards may be found at http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section

210(a)-(d) of OMB Circular A-133 can be found at http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf and http://www.whitehouse.gov/omb/financial_fin_single_audit.

**8.10.** Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

**9. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## Reporting and Additional Post-Award Requirements

**10. Central Contractor Registration/System for Award Management and Universal Identifier Requirements**

**10.1. Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

**10.2. Requirement for Data Universal Numbering System (DUNS) numbers.** If the recipient is authorized to make subawards under this award, the recipient:

**10.2.1.** Must notify potential subrecipients that no entity (definition paragraph 10.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

**10.2.2.** May not make a subaward to an entity unless the entity has provided its DUNS number.

**10.3. Definitions.** For the purposes of this award term:

**10.3.1. System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: https://www.sam.gov.

**10.3.2. Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

**10.3.3. Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

**10.3.3.1.** A Governmental organization, which is a State, local government, or Indian tribe;

**10.3.3.2.** A foreign public entity;

**10.3.3.3.** A domestic or foreign nonprofit organization;

**10.3.3.4.** A domestic or foreign for-profit organization; and

**10.3.3.5.** A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

**10.3.4. Subaward:**

**10.3.4.1.** This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

**10.3.4.2.** The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

**10.3.4.3.** A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

**10.3.5. Subrecipient** means an entity that:

**10.3.5.1.** Receives a subaward from the recipient under this award; and

**10.3.5.2.** Is accountable to the recipient for the use of the Federal funds provided by the subaward.

## 11. Reporting Subawards and Executive Compensation

### 11.1. Reporting of first-tier subawards.

**11.1.1. Applicability.** Unless the recipient is exempt as provided in paragraph 11.4. of this award term, the recipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 11.5 of this award term).

**11.1.2. Where and when to report.** (1) The recipient must report each obligating action described in paragraph 11.1.1 of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

**11.1.3. What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

### 11.2. Reporting Total Compensation of Recipient Executives.

**11.2.1. Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

**11.2.1.1.** the total Federal funding authorized to date under this award is $25,000 or more;

**11.2.1.2.** in the preceding fiscal year, the recipient received:(i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

**11.2.1.3.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

**11.2.2. Where and when to report.** The recipient must report executive total compensation described in paragraph 11.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at www.sam.gov. (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

### 11.3. Reporting of Total Compensation of Subrecipient Executives.

**11.3.1. Applicability and what to report.** Unless exempt as provided in paragraph 11.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

**11.3.1.1.** in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

**11.3.1.2.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

**11.3.2. Where and when to report.** The recipient must report subrecipient executive total compensation described in paragraph 11.3.1. of this award term:

**11.3.2.1.** To the recipient.

**11.3.2.2.** By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

**11.4. Exemptions**

**11.4.1.** If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

**11.4.1.1.** subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

**11.5. Definitions.** For purposes of this award term:

**11.5.1. Entity** means all of the following, as defined in 2 CFR part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

**11.5.2. Executive** means officers, managing partners, or any other employees in management positions.

**11.5.3. Subaward:**

**11.5.3.1.** This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the recipient award to an eligible subrecipient.

**11.5.3.2.** The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

**11.5.3.3.** A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

**11.5.4. Subrecipient** means an entity that:

**11.5.4.1.** Receives a subaward from the recipient under this award; and

**11.5.4.2.** Is accountable to the recipient for the use of the Federal funds provided by the subaward.

**11.5.5. Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

**11.5.5.1.** Salary and bonus.

**11.5.5.2.** Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

**11.5.5.3.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

**11.5.5.4.** Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

**11.5.5.5.** Above-market earnings on deferred compensation which is not tax-qualified.

**11.5.5.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**12. Final Federal Financial Report (FFR)**

Pursuant to 40 CFR 30.52(a)(1) and 30.71(a) or 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: http://www2.epa.gov/financial/forms. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or fax at 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

**13. Audit Requirements**

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $500,000 or more in total Federal funds in their fiscal year.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

**14. Equipment Disposition**

**14.1.** **Most Recipients.** Unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. The provisions of 40 CFR Parts 30.34 and 31.32 remain, as applicable.

**14.2.** **State Agencies.** Per 40 CFR Part 31.32, state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

**14.3.** **Superfund Recipients.** Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

**15. Suspension and Debarment**

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at: http://www.sam.gov. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## Programmatic General Terms and Conditions

**16. Sufficient Progress**
EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

**17. Copyrighted Material and Data**
In accordance with 40 CFR 30.36 and 31.34, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

**18. Electronic and Information Technology Accessibility**
Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see http://www.access-board.gov/sec508/guide/index.htm).

**19. Light Refreshments and/or Meals**
Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and
(3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

## Public Policy Requirements

**20. Civil Rights Obligations**
This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

**20.1. Statutory Requirements**

**20.1.1.** In carrying out this agreement, the recipient must comply with:

**20.1.1.1.** Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

**20.1.1.2.** Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

**20.1.1.3.** The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

**20.1.2.** If the recipient is conducting an education program under this agreement, it must also comply with:

**20.1.2.1.** Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

**20.1.3.** If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

**20.1.3.1.** Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

**20.2. Regulatory Requirements**

**20.2.1.** The recipient agrees to comply with all applicable EPA civil rights regulations, including:

**20.2.1.1.** For Title IX obligations, 40 C.F.R. Part 5; and

**20.2.1.2.** For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

**20.2.1.3.** As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

**20.3. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**

**20.3.1.** As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd.

**20.3.2.** If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.

**20.3.3.** In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**21. Drug-Free Workplace**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at http://ecfr.gpoaccess.gov/.

**22. Hotel-Motel Fire Safety**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act.

**23. Lobbying and Litigation**

**23.1. All Recipients.**

**23.1.1.** The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by their respective Cost Principles (OMB Circulars A-21, A-87 and A-122), which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

**23.1.2.** The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

**23.1.3.** In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

**23.2.** **40 CFR Part 30 recipients.** Institutions of Higher Education, Hospitals and Other non-Profit Organizations.

**23.2.1.** All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

**23.2.2.** Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

**24. Recycled Paper**

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

**25. Resource Conservation and Recovery Act**

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 40 CFR 30.16, State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA, State agencies or agencies of a political subdivision of a State are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

**26. Trafficking in Persons**

**26.1. Provisions applicable to a recipient that is a private entity.**

**26.1.1.** The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—

**26.1.1.1.** Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

**26.1.1.2.** Procure a commercial sex act during the period of time that the award is in effect; or

**26.1.1.3.** Use forced labor in the performance of the award or subawards under the award.

**26.1.2.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity —

**26.1.2.1.** Is determined to have violated a prohibition in paragraph 26.1 of this award term; or

**26.1.2.2.** Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 26.1 of this award term through conduct that is either—

26.1.2.2.1. Associated with performance under this award; or

26.1.2.2.2. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part

180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our Agency at 2 CFR 1532.

**26.2. Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

**26.2.1.** Is determined to have violated an applicable prohibition in paragraph 26.1. of this award term; or

**26.2.2.** Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 26.1 of this award term through conduct that is either—

**26.2.2.1.** Associated with performance under this award; or

**26.2.2.2.** Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by EPA at 2 CFR 1532

**26.3. Provisions applicable to any recipient.**

**26.3.1.** The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 26.1 of this award term.

**26.3.2.** Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

**26.3.2.1.** Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

**26.3.2.2.** Is in addition to all other remedies for noncompliance that are available to us under this award.

**26.3.3.** The recipient must include the requirements of paragraph 26.1 of this award term in any subaward made to a private entity.

**26.4. Definitions.** For purposes of this award term:

**26.4.1.** ''Employee'' means either:

**26.4.1.1.** An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

**26.4.1.2.** Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

**26.4.2.** ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**26.4.3.** ''Private entity'':

**26.4.3.1.** Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

**26.4.3.2.** Includes:

26.4.3.2.1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

26.4.3.2.2. A for-profit organization.

**26.4.4.** ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Business Item #8 was tabled - Order authorizing a Babe Ruth League/Cal Ripken Baseball Division Facility Use Agreement for Buddy Davis Park and Bacot Park for the 2015 baseball/softball season.

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

**RESOLUTION NUMBER 001-2015**

**A RESOLUTION DECLARING THAT A NECESSITY EXISTS FOR THE REMOVAL OF A 24" (in diameter) PROTECTED LIVE OAK TREE AT 5113 DEERFIELD, GAUTIER, MISSISSIPPI**

**WHEREAS,** Section 11.4.5 of the Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal of protected trees; and

**WHEREAS**, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Section 11.4.5 of the Unified Development Ordinance to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

**WHEREAS**, Melissa Stringer, owner-occupant of said single-family residential property, must remove an 24" (in diameter) live oak in the front yard of the property due to damage the tree is causing to private property improvements; and

**WHEREAS**, in accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gautier, Mississippi, that:

**Section 1. Finding of Necessity**. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the removal of a protected tree at 5113 Deerfield, Gautier, MS 39533, which is a residential property.

**Section 2. Effective Date**. This Resolution shall be in full force and effect from and immediately upon its adoption.

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

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

**NAYS:** **None**

DULY ADOPTED this 20th day of January, by the City Council of Gautier, Mississippi.

_____
**Mayor Gordon Gollott**

**ATTEST:**

_____
**City Clerk**
**Cynthia Russell**

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager
**From:** Chandra Nicholson, Economic Development and Planning Director
**Date:** January 13, 2015
**Subject**: A Resolution Declaring That A Necessity Exists For The Removal of a 24" (in diameter) Protected Live Oak Tree on Deerfield Road, Gautier

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## REQUEST:

Melissa Stringer requests approval to remove a protected Live Oak tree at 5113 Deerfield.

## DISCUSSION:

The applicant, Melissa Stringer, is requesting approval to remove a protected tree from 5113 Deerfield, Gautier, MS 39533. The applicant is concerned that the tree and roots will continue to cause damage to the home, utilities, and other improvements.

To determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Unified Development Ordinance, Article XI to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory

In accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

The City Council has the responsibility to determine the appropriateness of finding a necessity for the removal of a protected tree.

## RECOMMENDATIONS:

The City Council may:

1. Approve the tree removal request; or
2. Deny the request.

## ATTACHMENTS;

1. Resolution Finding of Necessity
2. Photos

**RESOLUTION _____**

**A Resolution Declaring That A Necessity Exists For The Removal of a 24" (in diameter) Protected Live Oak Tree at 5113 Deerfield, Gautier Mississippi**

WHEREAS, Section 11.4.5 of the Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal of protected trees; and

WHEREAS, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Section 11.4.5 of the Unified Development Ordinance to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

WHEREAS, Melissa Stringer, owner-occupant of said single-family residential property, must remove an 24" (in diameter) live oak in the front yard of the property due to damage the tree is causing to private property improvements; and

WHEREAS, in accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gautier, Mississippi, that:

Section 1. Finding of Necessity. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the removal of a protected tree at 5113 Deerfield, Gautier, MS 39533, which is a residential property.

Section 2. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

DULY ADOPTED this _____ day of _____, by the City Council of Gautier, Mississippi.

ATTEST:

_____
City Clerk
Cynthia Russell

_____

Mayor Gordon Gollott

Melissa Stringer
5113 Deerfield
(228)-623-8607

5113

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

**ORDER NUMBER 016- 2015**

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

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

Motion was made by **Councilwoman Martin** seconded by **Councilman 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 January 20, 2015.

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | COAST CLOTHING COMPANY | 150742 | 01/20/2015 | 12/30/2014 | | | 43.96 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-535 | DICKIES CARGO PANTS (2) | | 0001705 | 12/10/2014 | | | 43.96 |
| 001 | SECURE NETWORKS LLC | 150744 | 01/20/2015 | 12/30/2014 | | | 2,280.00 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-698 | FEB 2015 NETWORK SERVICES | | 2258 | 12/15/2014 | | | 2,280.00 |
| 001 | C SPIRE WIRELESS | 150745 | 01/20/2015 | 12/30/2014 | | | 667.53 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-605 | POLICE CELLS | | 0032680896 | 12/11/2014 | | | 667.53 |
| 001 | IBM CORPORATION | 150746 | 01/20/2015 | 12/30/2014 | | | 816.40 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-040-730 | AS400 PMT FEB 2015 | | I4475G2 | 01/01/2015 | | | 816.40 |
| 001 | G&K SERVICES INC | 150750 | 01/20/2015 | 01/05/2015 | | | 283.50 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-205-535 | MAINTENANCE | | 1033554524 | 12/01/2014 | | | 56.70 |
| | 001-205-535 | MAINTENANCE | | 1033556726 | 12/08/2014 | | | 56.70 |
| | 001-205-535 | MAINTENANCE | | 1033558939 | 12/15/2014 | | | 56.70 |
| | 001-205-535 | MAINTENANCE | | 1033561145 | 12/22/2014 | | | 56.70 |
| | 001-205-535 | MAINTENANCE | | 1033563360 | 12/29/2014 | | | 56.70 |
| 001 | PASCAGOULA UTILITIES | 150752 | 01/20/2015 | 01/05/2015 | | | 144.38 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-161-630 | CENTRAL FIRE STN | | 1624071 | 12/30/2014 | | | 26.60 |
| | 001-161-630 | SOUTH FIRE STN | | 1624255 | 12/30/2014 | | | 117.78 |
| 001 | SYSCON INC | 150753 | 01/20/2015 | 01/05/2015 | | | 1,475.00 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-010-698 | JAN 2015 COURT SUPPORT | | 1-28049 | 01/02/2015 | | | 1,475.00 |
| 001 | TEC | 150754 | 01/20/2015 | 01/05/2015 | | | 58.99 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-605 | MONTHLY LONG DISTANCE | | 2284972332 | 01/01/2015 | | | 58.99 |
| 001 | O'REILLY AUTO PARTS | 150755 | 01/20/2015 | 01/05/2015 | | | 1,467.13 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-570 | HEAD LAMP:#14402 | | 1978358016 | 12/01/2014 | | | 50.99 |
| | 001-090-525 | OIL FILTER(2),OIL(12):#3195 | | 1979358092 | 12/02/2014 | | | 53.14 |
| | 001-161-638 | VALVE CORE(2),TOOL,GAUGE(2) | | 1978358096 | 12/02/2014 | | | 23.72 |
| | 001-100-570 | WHEEL NUT(20):CRWN VICS | | 1978358646 | 12/08/2014 | | | 79.80 |
| | 001-100-570 | HEAD LAMP(2):#130 | | 1978358649 | 12/08/2014 | | | 91.98 |
| | 001-170-639 | RHINO RAMP:MOWER | | 1978358665 | 12/08/2014 | | | 47.99 |
| | 001-100-570 | CERAMIC PADS:#14435 | | 1978358689 | 12/08/2014 | | | 60.45 |
| | 001-100-570 | BRAKE ROTOR:#14435 | | 1978358690 | 12/08/2014 | | | 70.66 |
| | 001-100-570 | BRAKE ROTOR,OIL FILTER:#14435 | | 1978358691 | 12/08/2014 | | | 73.29 |
| | 001-161-638 | OIL FILTER(2),OIL(2) | | 1978358740 | 12/09/2014 | | | 31.26 |
| | 001-100-559 | BATTERY:RADAR GUN | | 1978358854 | 12/10/2014 | | | 49.57 |

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | O'REILLY AUTO PARTS | 150755 | 01/20/2015 | 01/05/2015 | | | 1,467.13 | (CONTINUED) |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | COIL,S.PLUG(8),MNFLD SET:#52 | 1978358897 | 12/10/2014 | | 52.39 |
| 001-100-570 | GASKET,EXH MNFLD SET:#52 | 1978358957 | 12/11/2014 | | 47.02 |
| 001-100-570 | TENSIONER | 1978359067 | 12/12/2014 | | 32.29 |
| 001-100-570 | TRANS MOUNT:#52 | 1978359338 | 12/15/2014 | | 37.30 |
| 001-100-570 | ALTERNATOR:#109 | 1978359363 | 12/15/2014 | | 266.55 |
| 001-100-570 | FREON(2):#148 | 1978359384 | 12/15/2014 | | 21.98 |
| 001-100-570 | BATTERY:#14404-31 | 1978359389 | 12/15/2014 | | 87.17 |
| 001-100-570 | MICRO-V BELT,TENSIONER:#52 | 1978359475 | 12/16/2014 | | 63.38 |
| 001-205-638 | MICRO-V BELT,IDLER PULLEY | 1978359555 | 12/17/2014 | | 57.68 |
| 001-100-570 | TRANS FLD(12),FILTR KIT:#15606 | 1978359643 | 12/18/2014 | | 72.83 |
| 001-100-570 | TRANS FLD(12):#15606 | 1978359685 | 12/18/2014 | | 43.08 |
| 001-100-570 | PULLEY:#14400 | 1978359764 | 12/19/2014 | | 16.14 |
| 001-100-570 | BRAKE ROTOR(2) | 1978359780 | 12/19/2014 | | 87.84 |
| 001-100-570 | CRDT RTN:BRAKE ROTOR(2) | 1978359783 | 12/19/2014 | | -87.84 |
| 001-100-570 | GASKET,MNFLD SET | 1987360163 | 12/23/2014 | | 36.47 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | STEINER SAW & MOWER | 150756 | 01/20/2015 | 01/06/2015 | | | 86.40 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-170-639 | BOLT,CAP,STIHL BLADE(2),CHAIN | 721902 | 12/12/2014 | | 86.40 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BELL AUTO PARTS, INC. | 150757 | 01/20/2015 | 01/06/2015 | | | 455.32 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | REAR BRAKE ROTORS(2),BRAKE PAD | D054751 | 12/11/2014 | | 97.75 |
| 001-100-570 | REAR BRAKE ROTORS(2),BRAKE PAD | 40585 | 12/12/2014 | | 97.75 |
| 001-170-639 | BELT,AIR COMP OIL,KROIL OIL(2) | 40595 | 12/19/2014 | | 99.82 |
| 001-170-639 | EXMARK BLADE(6) | 40594 | 12/19/2014 | | 90.00 |
| 001-100-570 | FRONT BRAKE ROTORS(2) | 40596 | 12/19/2014 | | 70.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | JOE'S GARAGE | 150759 | 01/20/2015 | 01/06/2015 | | | 82.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-638 | FLAT REPAIR:#65 | 14411 | 12/09/2014 | | 12.00 |
| 001-170-639 | USED TIRES(2):TRAILER | 14412 | 12/09/2014 | | 50.00 |
| 001-170-639 | FLAT REPAIR(PATCH INSIDE):#48 | 14442 | 12/16/2014 | | 20.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | AUTO TRUCK AND TRAILER PARTS INC | 150760 | 01/20/2015 | 01/06/2015 | | | 218.18 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | FILTER(12) | 246876 | 12/10/2014 | | 32.28 |
| 001-100-570 | 1GAL WASHER FLUID(30) | 246877 | 12/10/2014 | | 55.50 |
| 001-100-570 | WIPER BLADE(8) | 246893 | 12/10/2014 | | 52.00 |
| 001-100-570 | VALVE | 247065 | 12/17/2014 | | 55.00 |
| 001-100-570 | FILTER(12) | 247213 | 12/31/2014 | | 23.40 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | LOWE'S HOME CENTER'S, INC. | 150764 | 01/20/2015 | 01/06/2015 | | | 1,322.71 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-799 | FAUX WOOD BLIND:CHIEF OFFICE | 988648 | 11/14/2014 | | 182.40 |
| 001-205-559 | GLUE(2),SCREWS | 901601 | 11/25/2014 | | 11.33 |
| 001-205-560 | CHRISTMAS DISPLAY | 914129 | 11/25/2014 | | 24.57 |
| 001-205-560 | CHRISTMAS DISPLAY | 919099 | 11/25/2014 | | 68.70 |
| 001-205-560 | CREDIT RTN:CHRISTMAS DISPLAY | 918027 | 11/25/2014 | | -11.34 |
| 001-161-559 | COIL CLIP(2),KEYS(5) | 909948 | 11/26/2014 | | 14.99 |
| 001-205-560 | CHRISTMAS DISPLAY | 902564 | 11/26/2014 | | 20.12 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | LOWE'S HOME CENTER'S, INC. | 150764 | 01/20/2015 | 01/06/2015 | | | 1,322.71 | (CONTINUED) |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-205-560 | CHRISTMAS DISPLAY | 902609 | 11/26/2014 | | 44.36 |
| 001-205-560 | CHRISTMAS DISPLAY | 919192 | 11/26/2014 | | 129.74 |
| 001-205-560 | CHRISTMAS DISPLAU | 919070 | 12/02/2014 | | 9.47 |
| 001-161-559 | PK BATTERIES(5),KEY SAFE | 909582 | 12/02/2014 | | 64.03 |
| 001-170-559 | MULCH(15) | 919068 | 12/02/2014 | | 64.05 |
| 001-092-635 | SUPPLIES:BOOKING WALL | 902442 | 12/02/2014 | | 65.62 |
| 001-161-559 | 48QT COOLER(2),NOZZLE | 912740 | 12/03/2014 | | 48.39 |
| 001-205-559 | STAPLE GUN,STAPLERS | 902821 | 12/04/2014 | | 17.61 |
| 001-201-576 | PAINT GUARD RAILS:DRIVE UP | 908687 | 12/09/2014 | | 282.62 |
| 001-205-559 | SCHLAGE 6 PIN KEY(4) | 902006 | 12/11/2014 | | 7.48 |
| 001-170-559 | SUPPLIES:CITY PARK SIGN | 902029 | 12/11/2014 | | 51.95 |
| 001-170-559 | OFF SPRAY,SHARPENER,GLUE,KEY | 902890 | 12/16/2014 | | 37.06 |
| 001-205-559 | KOBALT 7IN TILE SAW | 989934 | 12/16/2014 | | 166.23 |
| 001-205-559 | SAW(2)& CUT BLADES | 901102 | 12/17/2014 | | 23.33 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | DANCEL MULTIMEDIA | 150781 | 01/20/2015 | 01/13/2015 | | | 250.00 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-092-698 | JAN 2015 WEBSITE HOSTING | 893 | 01/15/2015 | | 250.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | INFORMATION TECHNOLOGY SERVICE | 150782 | 01/20/2015 | 01/13/2015 | | | 224.00 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-640 | DEC 2014 | 5228561 | 12/31/2014 | | 224.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | CABLE ONE | 150783 | 01/20/2015 | 01/13/2015 | | | 204.49 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-699 | JAN 2015:23421-102608-02-6 | 01042015 | 01/11/2015 | | 204.49 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | ADVANCE AUTO PARTS | 150786 | 01/20/2015 | 01/13/2015 | | | 208.28 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-161-638 | 28OZ ARMOR ALL | 4482 | 12/09/2014 | | 9.99 |
| 001-161-638 | 21OZ TIRE FOAM | 4484 | 12/09/2014 | | 6.99 |
| 001-170-639 | RATCHET,SAW,OIL,WRENCH SET(2) | 1392 | 12/12/2014 | | 62.96 |
| 001-170-639 | OIL ABSORBENT(4) | 1577 | 12/16/2014 | | 34.36 |
| 001-100-570 | BRAKE ROTOR(2):#11760 | 1740 | 12/19/2014 | | 93.98 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | MALLETTE BROTHERS CONSTRUCTION, INC | 150787 | 01/20/2015 | 01/13/2014 | | | 843.78 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-576 | 24.04 CY FILL CLASS 9 | 1795 | 12/31/2014 | | 288.48 |
| 001-201-576 | 18.51 TN A-BASE LIMESTONE | 1795 | 12/31/2014 | | 555.30 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC | 150795 | 01/20/2015 | 01/15/2015 | | | 833.33 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-090-645 | DEC 2014 CLUB SUPPORT | 12312014 | 12/31/2014 | | 833.33 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount |
|---|---|---|---|---|---|---|---|
| 001 | C SPIRE WIRELESS | 150796 | 01/20/2015 | 01/15/2015 | | | 1,100.82 |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-021-605 | CITY MGR CELL PHONES | 0030759348 | 12/31/2014 | | 123.91 |
| 001-022-605 | HR CELL PHONES | 0030759348 | 12/31/2014 | | 123.91 |
| 001-040-605 | CITY CLERK CELL PHONES | 0030759348 | 12/31/2014 | | 163.87 |
| 001-090-605 | ECON DEV CELL PHONES | 0030759348 | 12/31/2014 | | 376.68 |
| 001-161-605 | FIRE DEPT CELL PHONES | 0030759348 | 12/31/2014 | | 191.86 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | C SPIRE WIRELESS | 150796 | 01/20/2015 | 01/15/2015 | | | 1,100.82 | (CONTINUED) |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-170-605 RECREATION CELL PHONES 0030759348 12/31/2014 | | | | | | | 93.73 |
| | 001-205-605 MAINT CELL PHONES 0030759348 12/31/2014 | | | | | | | 26.86 |
| 001 | DOGAN & WILKINSON PLLC | 150798 | 01/20/2015 | 01/15/2015 | | | 7,916.67 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-060-602 JAN 2015 RETAINER FEE 621-0023F 01/13/2015 | | | | | | | 7,916.67 |
| 001 | FEDERAL EXPRESS | 150799 | 01/20/2015 | 01/15/2015 | | | 19.56 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-090-607 OVERNIGHT GRANT PKG 289942497 01/07/2015 | | | | | | | 19.56 |
| 001 | FUELMAN OF MS | 150800 | 01/20/2015 | 01/15/2015 | | | 1,467.50 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-090-525 UNL FUEL NP43137018 12/29/2014 | | | | | | | 25.80 |
| | 001-100-525 UNL FUEL NP43137018 12/29/2014 | | | | | | | 1,156.85 |
| | 001-100-525 UNL & DSL FUEL NP43137018 12/29/2014 | | | | | | | 236.31 |
| | 001-205-525 DSL FUEL NP43137018 12/29/2014 | | | | | | | 48.54 |
| 001 | FUELMAN OF MS | 150801 | 01/20/2015 | 01/15/2015 | | | 1,729.48 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-100-525 UNL FUEL NP43252270 01/05/2015 | | | | | | | 1,424.35 |
| | 001-161-525 UNL & DSL FUEL NP43252270 01/05/2015 | | | | | | | 305.13 |
| 001 | FUELMAN OF MS | 150803 | 01/20/2015 | 01/15/2015 | | | 1,985.05 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-100-525 UNL FUEL NP43295573 01/12/2015 | | | | | | | 1,578.34 |
| | 001-161-525 UNL & DSL FUEL NP43295573 01/12/2015 | | | | | | | 283.31 |
| | 001-205-525 UNL & DSL FUEL NP43295573 01/12/2015 | | | | | | | 123.40 |
| 001 | CREDIT CARD CENTER | 150805 | 01/20/2015 | 01/15/2015 | | | 1,894.44 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-022-682 NOTARY BOND: HILL, LEKEISHA 12022014 12/02/2014 | | | | | | | 148.00 |
| | 001-001-559 TREE LIGHTING SUPPLIES 12032014 12/03/2014 | | | | | | | 75.22 |
| | 001-090-682 NOTARY BOND: MEEKER, SANDY 12032014 12/03/2014 | | | | | | | 148.00 |
| | 001-161-635 REPL 40" TELEVISION W/MOUNT 12032014 12/03/2014 | | | | | | | 397.96 |
| | 001-001-559 FLOAT SUPPLIES 12052014 12/05/2014 | | | | | | | 48.15 |
| | 001-022-596 PARADE SUPPLIES 12082014 12/08/2014 | | | | | | | 197.85 |
| | 001-022-596 CHRISTMAS PARTY 12112014 12/11/2014 | | | | | | | 199.47 |
| | 001-022-596 CHRISTMAS PARTY 12152014 12/15/2014 | | | | | | | 119.31 |
| | 001-161-535 UNIFORM PANTS:MCCOY,JONES 12182014 12/18/2014 | | | | | | | 135.97 |
| | 001-161-681 HOTEL 1 NIGHT:COCHRAN, V 12222014 12/22/2014 | | | | | | | 125.00 |
| | 001-100-681 DUPLICATE CHG:STARS CONF 09302014 09/30/2014 | | | | | | | 284.49 |
| | 001-092-698 FINANCE CHG ON DUPL PMT 12312014 12/31/2014 | | | | | | | 15.02 |
| 001 | JACKSON COUNTY ADULT DETENTION CENTER | 150806 | 01/20/2015 | 01/15/2015 | | | 23,424.59 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. | | | | | | Amount | |
| | 001-010-696 NOV 2014 ADC CHGS 11302014 01/06/2015 | | | | | | | 23,345.00 |
| | 001-010-696 PHARMACY CHARGES 11302014 01/06/2015 | | | | | | | 79.59 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | LLOYD B MARSHALL, JR. CPA | 150807 | 01/20/2015 | 01/15/2015 | | | 1,887.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-092-600 PROGRESS PMT FY 2014 8 01/13/2015 | | | | | | | 1,887.00 |
| 001 | MS DEPT OF FINANCE & ADMIN | 150808 | 01/20/2015 | 01/15/2015 | | | 22,653.25 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-000-300 DEC 2014 COURT ASSESSMENT 12312014 01/05/2015 | | | | | | | 22,653.25 |
| 001 | MS DEPT OF PUBLIC SAFETY | 150809 | 01/20/2015 | 01/15/2015 | | | 166.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-000-300 DEC 2014 SPECIAL ASSESSMENTS 12312014 01/05/2015 | | | | | | | 166.00 |
| 001 | MS MUNICIPAL LEAGUE | 150810 | 01/20/2015 | 01/15/2015 | | | 50.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-001-681 MML MID WINTER CONF:VAUGHAN,C 21772 01/05/2015 | | | | | | | 135.00 |
| | 001-001-681 APPLY CREDIT ON ACCT 11272014 11/27/2014 | | | | | | | -85.00 |
| 001 | PITNEY BOWES GLOBAL FINANCIAL SERVS | 150812 | 01/20/2015 | 01/15/2015 | | | 393.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-092-698 LEAST PMT:POSTAGE MACHINE 1 591247DC14 01/03/2015 | | | | | | | 393.00 |
| 001 | PHIL TORJUSEN | 150817 | 01/20/2015 | 01/15/2015 | | | 110.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-022-660 FY 2014 MEETING FEES 09302014 09/30/2014 | | | | | | | 110.00 |
| 001 | SUSAN R. PAROL | 150818 | 01/20/2015 | 01/15/2015 | | | 120.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-022-660 FY 2014 MEETING FEES 09302014 09/30/2014 | | | | | | | 120.00 |
| 001 | RJ YOUNG | 150819 | 01/20/2015 | 01/15/2015 | | | 919.78 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-090-698 COLOR OVERAGE 3/14-11/14 INV647738 12/14/2014 | | | | | | | 919.78 |
| 001 | SAMANTHA ABELL | 150823 | 01/20/2015 | 01/15/2015 | | | 83.65 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-022-596 REIMB:CHRISTMAS ORNAMENTS 12072014 12/07/2014 | | | | | | | 83.65 |
| 001 | ALABAMA MEDIA GROUP | 150824 | 01/20/2015 | 01/16/2015 | | | 61.62 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-040-615 NOTICE:REZONE CU MAJOR-B&B 0007181435 12/19/2014 150326 | | | | | | | 9.48 |
| | 001-040-615 RFP: PW MGT SOFTWARE 0007172056 12/14/2014 150297 | | | | | | | 52.14 |
| 001 | GALLS LLC | 150825 | 01/20/2015 | 01/16/2015 | | | 105.98 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-559 BADGE B879/BZ0053 BC0120698 12/17/2014 150176 | | | | | | | 99.99 |
| | 001-100-559 SHIPPING CHARGES BC0120698 12/17/2014 150176 | | | | | | | 5.99 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | CAN'T MISS EMBROIDERY/CITY SPORTS CTR. | 150826 | 01/20/2015 | 01/16/2015 | | | 58.98 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-535 NAVY POLO W/ LOGO (2) 15785 11/23/2014 150228 | | | | | | | 58.98 |
| 001 | REYNOLDS WHOLESALE CO. | 150827 | 01/20/2015 | 01/16/2015 | | | 9.95 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-092-510 CS VICTORIA BAY BLEACH 044760 01/12/2015 150395 | | | | | | | 9.95 |
| 001 | ACTION PRINTING CENTER INC | 150828 | 01/20/2015 | 01/16/2015 | | | 193.39 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-620 VEHICLE REGISTRATION CARDS 84975 12/29/2014 150304 | | | | | | | 56.33 |
| | 001-090-620 NOTICE/ADDS CORRS BOOK (10) 84814 12/17/2014 150225 | | | | | | | 137.06 |
| 001 | MID SOUTH UNIFORM & SUPPLY, INC. | 150829 | 01/20/2015 | 01/16/2015 | | | 1,149.40 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-535 WHITE VEST CARRIER (2) 524417 12/19/2014 150206 | | | | | | | 136.40 |
| | 001-100-535 MIDNIGHT NAVY SHIRTS (5) 524417 12/19/2014 150206 | | | | | | | 210.00 |
| | 001-100-535 WHITE SS SHIRTS (2) 524417 12/19/2014 150206 | | | | | | | 93.28 |
| | 001-100-535 LS WHITE SHIRT 524417 12/19/2014 150206 | | | | | | | 48.18 |
| | 001-100-535 NAVY PANTS W/ BLUE (3) 524417 12/19/2014 150206 | | | | | | | 124.50 |
| | 001-100-535 BRAID 524417 12/19/2014 150206 | | | | | | | 25.50 |
| | 001-100-535 MIDNIGHT NAVY SS SHIRT (4) 524831 12/31/2014 150310 | | | | | | | 168.00 |
| | 001-100-535 NAVY PANTS W/ BLUE (4) 524831 12/31/2014 150310 | | | | | | | 166.00 |
| | 001-100-535 HIDDEN AGENDA JACKET 524831 12/31/2014 150310 | | | | | | | 122.91 |
| | 001-100-535 BRAID 524831 12/31/2014 150310 | | | | | | | 34.00 |
| | 001-100-535 SEW ON PATCHES 524831 12/31/2014 150310 | | | | | | | 5.36 |
| | 001-100-535 ID PANELS 524831 12/31/2014 150310 | | | | | | | 15.27 |
| 001 | A-1 AUTO PARTS | 150831 | 01/20/2015 | 01/16/2015 | | | 404.10 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-570 MODE DOOR ACTUATOR UNIT 14 11653 12/10/2015 150299 | | | | | | | 404.10 |
| 001 | MISSISSIPPI WHOLESALE TROPHIES, INC. | 150832 | 01/20/2015 | 01/16/2015 | | | 30.13 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-535 NAME/SERVING: VASQUEZ,M 4364 12/16/2014 150312 | | | | | | | 30.13 |
| 001 | GULF COAST ARMY NAVY STORE | 150833 | 01/20/2015 | 01/16/2015 | | | 286.65 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-535 BDU TACTICAL PANT (4) 454766 11/04/2014 150152 | | | | | | | 139.80 |
| | 001-100-535 BDU TACTICAL PANT (3) 454770 11/26/2014 150235 | | | | | | | 146.85 |
| 001 | HILL MANUFACTURING CO., INC. | 150834 | 01/20/2015 | 01/16/2015 | | | 128.03 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-100-570 ENVIRO DEGREASER 835375-788 12/18/2014 150259 | | | | | | | 117.00 |
| | 001-100-570 FREIGHT 835375-788 12/18/2014 150259 | | | | | | | 11.03 |
| 001 | OFFICE DEPOT, 1104 | 150835 | 01/20/2015 | 01/16/2015 | | | 175.98 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 001-090-500 WIDE 5 SHELF BOOKCASE 7479071541 01/05/2015 150362 | | | | | | | 87.99 |
| | 001-090-500 WIDE 5 SHELF BOOKCASE 7479077731 01/05/2015 150362 | | | | | | | 87.99 |

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | VERNON W. DOSTER MD | 150836 | 01/20/2015 | 01/16/2015 | | | 95.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-604 | PRE-EMP DRUG SCREEN: VASQUEZ | 15467 | 12/10/2014 | 150298 | 45.00 |
| 001-100-604 | PRE-EMP PHYSICAL:VASQUEZ | 15467 | 12/10/2014 | 150298 | 50.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | GREGG'S AFFORDABLE AUTO GLASS | 150837 | 01/20/2015 | 01/16/2015 | | | 160.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-638 | REPL WINDSHIELD UNIT 56 | 32351 | 12/31/2014 | 150355 | 160.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | PASCAGOULA TIRE & SERVICE | 150838 | 01/20/2015 | 01/16/2015 | | | 2,451.16 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-638 | SET FS FIREHAWK GTZ U#146 | 61941 | 12/09/2014 | 150293 | 485.52 |
| 001-100-638 | SET FS FIREHAWK GT U#32 | 62071 | 12/19/2014 | 150339 | 509.08 |
| 001-100-638 | SET FS FIREHAWK GTZ U#46 | 62070 | 12/19/2014 | 150339 | 485.52 |
| 001-100-638 | SET FS FIREHAWK GTZ U#125 | 62069 | 12/19/2014 | 150339 | 485.52 |
| 001-100-638 | SET FS FIREHAWK GTZ U#14405 | 62112 | 01/06/2014 | 150341 | 485.52 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | THE SUN HERALD | 150839 | 01/20/2015 | 01/16/2015 | | | 135.22 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-040-615 | BID AD:STREETSCAPE PH III | 00179521 | 12/22/2014 | 150160 | 135.22 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | STAPLES BUSINESS ADVANTAGE DEPT ATL | 150841 | 01/20/2015 | 01/16/2015 | | | 441.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-090-500 | FURNITURE REPAIR KIT | 3251654577 | 12/18/2014 | 150325 | 10.37 |
| 001-090-500 | DESK PAD CALENDAR | 3251654577 | 12/18/2014 | 150325 | 9.48 |
| 001-090-500 | CASE COPY PAPER (2) | 3251654577 | 12/18/2014 | 150325 | 79.20 |
| 001-090-500 | DZ BIC GEL PENS BK (2) | 3251654577 | 12/18/2014 | 150325 | 15.58 |
| 001-090-500 | 1" SAMSILL RING BINDER (2) | 3251654577 | 12/18/2014 | 150325 | 9.40 |
| 001-090-500 | 1-1/2" SAMSILL BINDER (2) | 3251654577 | 12/18/2014 | 150325 | 12.02 |
| 001-090-500 | 2" SAMSILL RING BINDER (2) | 3251654577 | 12/18/2014 | 150325 | 14.92 |
| 001-090-500 | 3" SAMSILL RING BINDER (2) | 3251654577 | 12/18/2014 | 150325 | 24.76 |
| 001-090-500 | MONTHLY DESK PAD CALENDAR | 3251654577 | 12/18/2014 | 150325 | 6.59 |
| 001-090-500 | BROWNLINE MONTHLY DESK PAD | 3251654577 | 12/18/2014 | 150325 | 3.44 |
| 001-090-500 | YELLOW LEGAL FILE FOLDERS (2) | 3251654577 | 12/18/2014 | 150325 | 29.08 |
| 001-090-500 | MANILA LEGAL FILE FOLDERS | 3251654577 | 12/18/2014 | 150325 | 14.49 |
| 001-090-500 | HP 701 BK INK CARTRIDGE (3) | 3252745213 | 01/01/2015 | 150363 | 96.63 |
| 001-022-500 | 2015 MONTHLY PLANNER | 3252745214 | 01/01/2015 | 150361 | 11.11 |
| 001-022-500 | HP 950XL/951 INK COMBO PK | 3252745214 | 01/01/2015 | 150361 | 93.99 |
| 001-022-500 | ACCORDION LETHA EXP FILE | 3252745214 | 01/01/2015 | 150361 | 9.94 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | TASER INTERNATIONAL INC | 150843 | 01/20/2015 | 01/16/2015 | | | 370.46 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-559 | DPM BATTERY PK (10) | SI1382113 | 12/16/2014 | 150241 | 357.50 |
| 001-100-559 | SHIPPPING | SI1382113 | 12/16/2014 | 150241 | 12.96 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | MISSISSIPPI ASSOC. OF CHIEFS OF POLICE | 150845 | 01/20/2015 | 01/16/2015 | | | 100.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-682 | CY 2015 DUES: ELBIN, DANTE | 2351130 | 12/07/2014 | 150319 | 100.00 |

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | MISSISSIPPI COAST HARLEY-DAVIDSON | 150846 | 01/20/2015 | 01/16/2015 | | | 1,060.83 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | 111478 O-RING (1) | 108654 | 12/18/2014 | 150282 | 13.35 |
| 001-100-570 | PLAT ASSEMBLY CAM SUPRT 258355 | 108654 | 12/18/2014 | 150282 | 79.17 |
| 001-100-570 | GASKET CLUTCH COVER 25416-99C | 108654 | 12/18/2014 | 150282 | 8.12 |
| 001-100-570 | OIL PUMP ASSEMBLY 26037-06 | 108654 | 12/18/2014 | 150282 | 194.95 |
| 001-100-570 | GASKET PRIMARY COVER 34901 94C | 108654 | 12/18/2014 | 150282 | 30.86 |
| 001-100-570 | CLUTCH ASSEMBLY 37817-07 | 108654 | 12/18/2014 | 150282 | 495.95 |
| 001-100-570 | CHAIN TENSIONER FRONT 39990 01 | 108654 | 12/18/2014 | 150282 | 13.85 |
| 001-100-570 | HANDLEBAR GRIP 56206-96 | 108654 | 12/18/2014 | 150282 | 11.22 |
| 001-100-570 | SLEEVE AND GRIP THROTTLE 56304 | 108654 | 12/18/2014 | 150282 | 12.22 |
| 001-100-570 | LENS FENDER TIP FRONT | 108654 | 12/18/2014 | 150282 | 3.86 |
| 001-100-570 | FORMULA PLUS 62600004 | 108654 | 12/18/2014 | 150282 | 107.40 |
| 001-100-570 | H D 360 20 W50 MOTOR OIL | 108654 | 12/18/2014 | 150282 | 89.88 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BILOXI AUTO RECYCLING, INC. | 150847 | 01/20/2015 | 01/16/2015 | | | 425.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | FRONT BUMPER ASSY:CHARGER | 350959 | 12/03/2014 | 150263 | 425.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | THE GULF COMPANIES INC | 150849 | 01/20/2015 | 01/16/2015 | | | 260.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-576 | TRASH BAGS:STREETS DEBRIS | 1410 | 12/04/2014 | 150214 | 260.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | REEL CUSTOM SHIRT LLC | 150850 | 01/20/2015 | 01/16/2015 | | | 149.95 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-090-689 | TACTICAL POLO W/LOGO (5) | 690920 | 01/08/2015 | 150172 | 139.95 |
| 001-090-689 | EMBROIDERY SET-UP FEE | 690920 | 01/08/2015 | 150172 | 10.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BUSINESS INFORMATION SOLUTIONS OFFICE | 150851 | 01/20/2015 | 01/16/2015 | | | 3,347.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-161-799 | C2225 CANON COLOR COPIER | INV18022 | 12/31/2014 | 150340 | 2,888.00 |
| 001-161-799 | TYPE D CANON CABINET | INV18022 | 12/31/2014 | 150340 | 84.00 |
| 001-161-799 | SET UP, DELIVERY,NETWORK | INV18022 | 12/31/2014 | 150340 | 375.00 |

FUND TOTAL 1 Claims to Checks 60 Total 89,486.00 Manual Held Total 89,486.00

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 023 | 144TH MARKETING GROUP,LLC | 150848 | 01/20/2015 | 01/16/2015 | | | 3,838.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 023-100-799 | RAPTOR RP-1 RADAR UNIT (2) | 13986 | 12/18/2014 | 150187 | 3,770.00 |
| 023-100-799 | SHIPPING/HANDLING | 13986 | 12/18/2014 | 150187 | 68.00 |

FUND TOTAL 23 Claims to Checks 1 Total 3,838.00 Manual Held Total 3,838.00

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 130 | LOWE'S HOME CENTER'S, INC. | 150761 | 01/20/2015 | 01/06/2015 | | | 93.87 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 130-130-755 | SUB STN:FENCE SUPPLIES | 902441 | 12/02/2014 | | 93.87 |

FUND TOTAL 130 Claims to Checks 1 Total 93.87 Manual Held Total 93.87

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 157 | BAILEY LUMBER & SUPPLY CO. | 150852 | 01/20/2015 | 01/16/2015 | | | 1,010.83 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 157-100-799 | TREATED CD SHEETING 3/4 4X8 | 02629710 | 12/31/2015 | 150354 | 391.71 |
| 157-100-799 | TREATED YW PINE 2X4X16 | 02629710 | 12/31/2015 | 150354 | 202.56 |
| 157-100-799 | TREATED YW PINE 2X6X10 | 02629710 | 12/31/2015 | 150354 | 55.84 |
| 157-100-799 | TREATED YW PINE 2X6X12 | 02629710 | 12/31/2015 | 150354 | 16.82 |
| 157-100-799 | TREATED YW PINE 2X6X16 | 02629710 | 12/31/2015 | 150354 | 45.48 |
| 157-100-799 | TREATED YW PINE 2X12X8 | 02629710 | 12/31/2015 | 150354 | 11.48 |
| 157-100-799 | TREATED YW PINE 2X12X1 | 02629710 | 12/31/2015 | 150354 | 19.88 |
| 157-100-799 | TREATED YW PINE 4X4X8 | 02629710 | 12/31/2015 | 150354 | 8.77 |
| 157-100-799 | TREATED YW PINE 4X4X12 | 02629710 | 12/31/2015 | 150354 | 72.95 |
| 157-100-799 | TREATED YW PINE 2X2X8 | 02629710 | 12/31/2015 | 150354 | 16.80 |
| 157-100-799 | NAILS EXT SCR COMBO (3X9) | 02629710 | 12/31/2015 | 150354 | 83.91 |
| 157-100-799 | NAILS EXT SCR COMBO (2X8) | 02629710 | 12/31/2015 | 150354 | 84.63 |

FUND TOTAL 157 Claims to Checks 1 Total 1,010.83 Manual Held Total 1,010.83

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 167 | OCCUPATIONAL HEALTH CENTER INC | 150853 | 01/20/2015 | 01/16/2015 | | | 22,731.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 167-161-604 | OCC MED EVAL:BROWN,JEREMY | 63214 | 12/22/2014 | 150189 | 561.00 |
| 167-161-604 | OCC MED EVAL:COCHRAN,VANCE | 63214 | 12/22/2014 | 150189 | 709.00 |
| 167-161-604 | OCC MED EVAL:EHLERT,WESLEY | 63214 | 12/22/2014 | 150189 | 724.00 |
| 167-161-604 | OCC MED EVAL:FINN,KEVIN | 63214 | 12/22/2014 | 150189 | 694.00 |
| 167-161-604 | OCC MED EVAL:FORTNEY,TIMOTHY | 63214 | 12/22/2014 | 150189 | 928.00 |
| 167-161-604 | OCC MED EVAL:FREMIN,JUSTIN | 63214 | 12/22/2014 | 150189 | 709.00 |
| 167-161-604 | OCC MED EVAL:GRAHAM,JERED | 63214 | 12/22/2014 | 150189 | 694.00 |
| 167-161-604 | OCC MED EVAL:GUTHRIE,SAMANTHA | 63214 | 12/22/2014 | 150189 | 636.00 |
| 167-161-604 | OCC MED EVAL:HASTY,JEFFERY | 63214 | 12/22/2014 | 150189 | 549.00 |
| 167-161-604 | OCC MED EVAL:HILL,JOSHUA | 63214 | 12/22/2014 | 150189 | 644.00 |
| 167-161-604 | OCC MED EVAL:HOCANSON,N | 63214 | 12/22/2014 | 150189 | 1,006.00 |
| 167-161-604 | OCC MED EVAL:JAY,DANIEL | 63214 | 12/22/2014 | 150189 | 709.00 |
| 167-161-604 | OCC MED EVAL:JONES,TIMOTHY | 63214 | 12/22/2014 | 150189 | 744.00 |
| 167-161-604 | OCC MED EVAL:KAUPPI, DANIEL | 63214 | 12/22/2014 | 150189 | 621.00 |
| 167-161-604 | OCC MED EVAL:KILLEN,ALBERT | 63214 | 12/22/2014 | 150189 | 709.00 |
| 167-161-604 | OCC MED EVAL:LATCH,JAMES | 63214 | 12/22/2014 | 150189 | 634.00 |
| 167-161-604 | OCC MED EVAL:LINTON,JONATHAN | 63214 | 12/22/2014 | 150189 | 599.00 |
| 167-161-604 | OCC MED EVAL:LORENZO,TEDDY | 63214 | 12/22/2014 | 150189 | 584.00 |
| 167-161-604 | OCC MED EVAL:LOVETT,CLAYTON | 63214 | 12/22/2014 | 150189 | 561.00 |
| 167-161-604 | OCC MED EVAL:MCCLURE,MAURICE | 63214 | 12/22/2014 | 150189 | 694.00 |
| 167-161-604 | OCC MED EVAL:MCGARVEY,RICHARD | 63214 | 12/22/2014 | 150189 | 671.00 |
| 167-161-604 | OCC MED EVAL:MITCHELL,SCOTT | 63214 | 12/22/2014 | 150189 | 474.00 |
| 167-161-604 | OCC MED EVAL:MOONEY,CORY | 63214 | 12/22/2014 | 150189 | 561.00 |
| 167-161-604 | OCC MED EVAL:ODOM,ROY | 63214 | 12/22/2014 | | 584.00 |
| 167-161-604 | OCC MED EVAL:PRATT,TJ | 63214 | 12/22/2014 | | 561.00 |
| 167-161-604 | OCC MED EVAL:RAYBORN,BRADLEY | 63214 | 12/22/2014 | | 674.00 |
| 167-161-604 | OCC MED EVAL:ROBINSON,HUNTER | 63214 | 12/22/2014 | | 709.00 |
| 167-161-604 | OCC MED EVAL:ROS, MARK | 63214 | 12/22/2014 | | 599.00 |
| 167-161-604 | OCC MED EVAL:SHERMAN,JOHNATHAN | 63214 | 12/22/2014 | | 709.00 |
| 167-161-604 | OCC MED EVAL:VLAHOS,STEVE | 63214 | 12/22/2014 | | 1,009.00 |
| 167-161-604 | OCC MED EVAL:WARE,OMAR | 63214 | 12/22/2014 | | 659.00 |
| 167-161-604 | OCC MED EVAL:YATES,JAMES | 63214 | 12/22/2014 | | 549.00 |
| 167-161-604 | OCC MED EVAL:YOCOM,THOMAS | 63214 | 12/22/2014 | | 1,013.00 |
| 167-161-604 | TWINRIX VACC:EHLERT,WESLEY | 65140 | 01/05/2015 | | 125.00 |
| 167-161-604 | TWINRIX VACC:MCCLURE,MAURICE | 65140 | 01/05/2015 | | 125.00 |

FUND TOTAL 167 Claims to Checks 1 Total 22,731.00 Manual Held Total 22,731.00

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | BELL AUTO PARTS, INC. | 150758 | 01/20/2015 | 01/06/2015 | | | 198.13 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-639 | QUICK DISC YOKE,U-JOINTS(2) | 40592 | 12/18/2014 | | 99.68 |
| 176-170-639 | BUSH HOG PARTS | 40593 | 12/18/2014 | | 98.45 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | LOWE'S HOME CENTER'S, INC. | 150763 | 01/20/2015 | 01/06/2015 | | | 236.74 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-559 | SEALANT(2),TIES(10) | 901682 | 11/28/2014 | | 15.00 |
| 176-170-559 | FENCE REPAIR:SHEPARD SHOP | 902758 | 11/28/2014 | | 36.04 |
| 176-170-559 | FENCE REPAIR:SHEPARD SHOP | 902458 | 12/13/2014 | | 99.47 |
| 176-170-559 | CAMPSITE SUPPLIES | 913066 | 12/18/2014 | | 52.54 |
| 176-170-635 | SUPPLIES:SHEPARD BATH HOUSE | 902929 | 12/22/2014 | | 3.46 |
| 176-170-635 | SUPPLIES:SHEPARD BATH HOUSE | 902928 | 12/22/2014 | | 20.77 |
| 176-170-635 | SUPPLIES:SHEPARD BATH HOUSE | 901184 | 12/23/2014 | | 9.46 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | C SPIRE WIRELESS | 150797 | 01/20/2015 | 01/15/2015 | | | 124.92 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-605 | CELL PHONES | 0030759348 | 12/31/2014 | | 124.92 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | FUELMAN OF MS | 150802 | 01/20/2015 | 01/15/2015 | | | 80.55 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-525 | UNL & DSL FUEL | NP43252270 | 01/05/2014 | | 80.55 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | FUELMAN OF MS | 150804 | 01/20/2015 | 01/15/2015 | | | 36.95 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-525 | UNL FUEL | NP43295573 | 01/12/2015 | | 36.95 |

FUND TOTAL 176 Claims to Checks 5 Total 677.29 Manual Held Total 677.29

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | JACKSON COUNTY UTILITY AUTHORITY | 150743 | 01/20/2015 | 12/30/2014 | | | 130,853.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-651-668 NOV 2014 TREATMENT CHARGES 43105 11/01/2014 | | | | | | | 135,277.00 |
| | 400-651-668 FY 2014 ACTUAL FLOW ADJ 43105 11/01/2014 | | | | | | | -4,424.00 |
| 400 | CLEARWATER SOLUTIONS LLC | 150751 | 01/20/2015 | 01/05/2015 | | | 183,975.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-650-672 DEC 2014 OPERATION FEE GAUTIER025 01/01/2015 | | | | | | | 183,975.00 |
| 400 | LOWE'S HOME CENTER'S, INC. | 150762 | 01/20/2015 | 01/06/2015 | | | 54.96 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-651-584 PULVERIZED LIME(4) 909716 12/08/2014 | | | | | | | 15.12 |
| | 400-651-583 STEEL REBAR(12) 989665 12/09/2014 | | | | | | | 39.84 |
| 400 | IRBY'S ANSWERING SERVICE | 150784 | 01/20/2015 | 01/13/2015 | | | 270.36 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-650-698 SERVICE 12/31/2014-1/27/2015 277-123114 12/31/2014 | | | | | | | 270.36 |
| 400 | WASTE MANAGEMENT OF MS-GLF COAST INC | 150785 | 01/20/2015 | 01/13/2015 | | | 397.42 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-651-583 ROLL OFF-TIMBERLANE 0614913 01/01/2015 | | | | | | | 397.42 |
| 400 | MALLETTE BROTHERS CONSTRUCTION, INC | 150788 | 01/20/2015 | 01/13/2014 | | | 204.96 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-651-585 4.82 TN A-BASE LIMESTONE 1795 12/31/2014 | | | | | | | 144.60 |
| | 400-651-585 5.03 CY FILL SAND 1795 12/31/2014 | | | | | | | 60.36 |
| 400 | PITNEY BOWES PURCHASE POWER | 150814 | 01/20/2015 | 01/15/2015 | | | 600.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-650-607 POSTAGE METER 20060869 12/21/2014 | | | | | | | 600.00 |
| 400 | AT&T | 150820 | 01/20/2015 | 01/15/2015 | | | 72.40 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-650-605 MONTHLY SERVICE 2284972276 01/06/2015 | | | | | | | 72.40 |
| 400 | FIRST NATIONAL BANK TRUST DEPT | 150821 | 01/20/2015 | 01/15/2015 | | | 1,940.00 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-680-803 BOND FEES CY 2014 12312014 12/31/2014 | | | | | | | 1,940.00 |
| 400 | STAPLES BUSINESS ADVANTAGE DEPT ATL | 150822 | 01/20/2015 | 01/15/2015 | | | 753.69 | _____ |
| | Account Number / Description / Invoice # / Date / P.O. / Amount | | | | | | | |
| | 400-651-500 DESK CALENDAR PAD (15) 3251117945 12/12/2014 | | | | | | | 116.10 |
| | 400-651-500 CANARY PAPER 8.5X11 (10) 3251654579 12/18/2014 | | | | | | | 51.40 |
| | 400-651-500 DBL TOP LGL 1/3 FOLDER 3251654579 12/18/2014 | | | | | | | 54.39 |
| | 400-651-500 OPEN TOP FILE AZ LGL 3251654579 12/18/2014 | | | | | | | 11.82 |
| | 400-651-500 CASE COPY PAPER (10) 3251654579 12/18/2014 | | | | | | | 396.00 |
| | 400-651-500 EXP ENVELOPES 10X13 (2) 3251654578 12/18/2014 | | | | | | | 123.98 |

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | HD SUPPLY WATERWORKS, LTD | 150830 | 01/20/2015 | 01/16/2015 | | | 1,038.00 | _____ |
| | Account Number / Description | | | Invoice # | Date | P.O. | Amount | |
| | 400-651-581 / 200 FT 12" CORRUGATED PIPE | | | D373040 | 01/07/2015 | 150337 | | 1,038.00 |
| 400 | SOUTHERN WATERWORKS SUPPLY, INC | 150840 | 01/20/2015 | 01/16/2015 | | | 768.40 | _____ |
| | Account Number / Description | | | Invoice # | Date | P.O. | Amount | |
| | 400-651-581 / 3/4 BRASS METER CPL NO LEAD | | | 57061 | 12/31/2014 | 150279 | | 72.00 |
| | 400-651-581 / 1" BRASS CPL CTSXCTS | | | 57061 | 12/31/2014 | 150279 | | 124.88 |
| | 400-651-583 / 3/4 CTSX6" JCM CIRCLE CLAMP | | | 57061 | 12/31/2014 | 150279 | | 163.52 |
| | 400-651-581 / #4 HF BARREL LOCK CAP (100) | | | 57007 | 12/31/2014 | 150320 | | 50.00 |
| | 400-651-581 / #4 HF BARREL LOCK (100) | | | 57007 | 12/31/2014 | 150320 | | 358.00 |
| 400 | STAPLES BUSINESS ADVANTAGE DEPT ATL | 150842 | 01/20/2015 | 01/16/2015 | | | 66.97 | _____ |
| | Account Number / Description | | | Invoice # | Date | P.O. | Amount | |
| | 400-651-500 / PR42 CALCULATOR INK | | | 3251654580 | 12/18/2014 | 150322 | | 4.05 |
| | 400-651-500 / STICKY NOTES 567882 | | | 3251654580 | 12/18/2014 | 150322 | | 6.16 |
| | 400-651-500 / HIGHLIGHTER 445691 | | | 3251654580 | 12/18/2014 | 150322 | | 5.19 |
| | 400-651-500 / CLEAR FLOOR MAT 447139 | | | 3251654580 | 12/18/2014 | 150322 | | 24.40 |
| | 400-651-500 / FOLDERS 905739 | | | 3251654580 | 12/18/2014 | 150322 | | 3.17 |
| | 400-651-500 / PENS 31307 | | | 3251654580 | 12/18/2014 | 150322 | | 6.29 |
| | 400-651-500 / DRY ERASE MARKERS502112 | | | 3251654580 | 12/18/2014 | 150322 | | 4.73 |
| | 400-651-500 / STANDARD STAPLES 112276 | | | 3251654580 | 12/18/2014 | 150322 | | 2.99 |
| | 400-651-500 / STAPLER 504274 | | | 3251654580 | 12/18/2014 | 150322 | | 9.99 |
| 400 | WESCO DISTRIBUTION, INC | 150844 | 01/20/2015 | 01/16/2015 | | | 117.18 | _____ |
| | Account Number / Description | | | Invoice # | Date | P.O. | Amount | |
| | 400-651-584 / SQD HOM240 MINI CIRCUIT (2) | | | 486039 | 12/31/2014 | 150283 | | 117.18 |
| 400 | J H WRIGHT & ASSOCIATES, INC. | 150854 | 01/20/2015 | 01/16/2015 | | | 8,290.00 | _____ |
| | Account Number / Description | | | Invoice # | Date | P.O. | Amount | |
| | 400-651-581 / BALDOR 3HP MOTOR | | | 381240 | 12/31/2014 | 150210 | | 3,595.00 |
| | 400-651-581 / BALDOR 3HP MOTOR | | | 381240 | 12/31/2014 | 150210 | | 4,695.00 |

FUND TOTAL 400 Claims to Checks 15 Total 329,402.34 Manual Held Total 329,402.34

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 404 | APPLEWHITE IND | 150765 | 01/20/2015 | 01/07/2015 | | | 36.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 404-677-695 | DEC 2014 36 @ 2.00 | 2137 | 12/31/2014 | | 36.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 404 | DELTA SANITATION OF MS, LLC | 150766 | 01/20/2015 | 01/07/2015 | | | 81,842.57 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 404-677-693 | DEC 2014 RES GARBAGE SERV | 2077 | 12/31/2014 | | 78,965.76 |
| 404-677-693 | DEC 2014 RES CART RENTAL | 2077 | 12/31/2014 | | 2,682.13 |
| 404-677-693 | DEC 2014 COM CART RENTAL | 2077 | 12/31/2014 | | 194.68 |

FUND TOTAL 404 Claims to Checks 2 Total 81,878.57 Manual Held Total 81,878.57

Docket of Claims
Release date from 01/20/2015 thru 01/20/2015

SUMMARY OF ALL FUNDS

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| FUND 1 | Claims | to | Checks | 60 | Total | 89,486.00 | Manual | Held | Total | 89,486.00 |
| FUND 23 | Claims | to | Checks | 1 | Total | 3,838.00 | Manual | Held | Total | 3,838.00 |
| FUND 130 | Claims | to | Checks | 1 | Total | 93.87 | Manual | Held | Total | 93.87 |
| FUND 157 | Claims | to | Checks | 1 | Total | 1,010.83 | Manual | Held | Total | 1,010.83 |
| FUND 167 | Claims | to | Checks | 1 | Total | 22,731.00 | Manual | Held | Total | 22,731.00 |
| FUND 176 | Claims | to | Checks | 5 | Total | 677.29 | Manual | Held | Total | 677.29 |
| FUND 400 | Claims | to | Checks | 15 | Total | 329,402.34 | Manual | Held | Total | 329,402.34 |
| FUND 404 | Claims | to | Checks | 2 | Total | 81,878.57 | Manual | Held | Total | 81,878.57 |
| Total for all Funds | | | Checks | 86 | Total | 529,117.90 | Manual | Held | Total | 529,117.90 |

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

**ORDER NUMBER 017-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1,2,3,5 & 6 are hereby approved.

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

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

**AYES:** **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 January 20, 2015.

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

**ORDER NUMBER 018-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for December 2014 is hereby received.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 20, 2015.

City of Gautier
Business Registry
Dec-14

| Acct. | License # | Business Name /Owner | Amt. |
|---|---|---|---|
| ******1240 | 2015-11-0004329 | Expert Jewelry Repair | $22.00 |
| ******66 | 2015-11-0004330 | 1st Stop Conoco | $44.00 |
| ******1109 | 2015-11-0004331 | Smokescreen LLC | $22.00 |
| ******1243 | 2015-11-0004332 | Bargain Furniture | $22.00 |
| ******112 | 2015-11-0004333 | Highway 90 Pawn & Gun LLC | $500.00 |
| ******802 | 2015-11-0004334 | Dallas Flint Consulting | $22.00 |
| 1193 | 2015-12-00004335 | Tradewinds DBA Bob the Plumber | $20.00 |
| 1135 | 2015-12-0004336 | Eddie Cobb DBA Sioux Bayou | $35.00 |
| 139 | 2015-12-0004337 | Blue Jay Trailer Park | $20.00 |
| 140 | 2015-12-0004338 | Brewer Optical | $45.00 |
| 1114 | 2015-12-0004339 | GreenAcres | $20.00 |
| 152 | 2015-12-0004340 | Cash for Titles | $20.00 |
| 158 | 2015-12-0004341 | Mallette Bros Construction | $150.00 |
| 154 | 2015-12-0004342 | Exactax Service Inc. Dba Jackson Hewitt | $20.00 |
| 79 | 2015-12-0004343 | Coldwell Bankers United Realtor | $300.00 |
| 179 | 2015-12-0004344 | Vulcan Construction Materials | $33.00 |
| 1037 | 2015-12-0004345 | BML Auto Service | $20.00 |
| 166 | 2015-12-0004346 | Southern Hideway Estates | $20.00 |
| 148 | 2015-12-0004347 | Dodge Store #685 | $82.50 |
| 159 | 2015-12-0004348 | Pizza Hut | $62.50 |
| 947 | 2015-12-0004349 | Redbox Automated Retail LLC | $45.00 |
| 173 | 2015-12-0004350 | Always Money | $20.00 |
| ******1236 | 2015-10-0004351 | Flawless Fades | $33.30 |
| ******9 | 2015-10-0004352 | Coast Construction | $22.20 |
| ******7 | 2015-10-0004353 | Auto Truck & Trailer | $22.20 |
| 150 | 2015-12-0004354 | Flowers by Evelyn/T & E Apparel | $20.00 |
| 754 | 2015-12-0004355 | Digital Enterprises | $20.00 |
| 135 | 2015-12-0004356 | Advance Stores Company /DBA Advanced Auto | $92.50 |
| 809 | 2015-12-0004357 | Cash Inc | $20.00 |
| 946 | 2015-12-0004358 | Sarah Bragg Real Estate | $20.00 |
| | | Total | $1,795.20 |
| * | | New Business | 0 |
| ** | | Slot Amusement | 0 |
| *** | | Due Refund | 0 |
| **** | | Transient Vendor | 0 |
| ***** | | Closed Business | 0 |
| ****** | | Delinquent Renewals Issued | 9 |

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

**RESOLUTION NUMBER 002-2015**
**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 **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 January 20, 2015.

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

**ORDER NUMBER 019-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held January 6, 2015 are hereby approved**.**

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

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

**AYES:** **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 January 20, 2015.

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

**ORDER NUMBER 020-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of December 2014 Water & Sewer Adjustments are hereby approved.

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

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

**IT IS FURHTER 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**<br>**Mary Martin**<br>**Johnny Jones**<br>**Hurley Ray Guillotte**<br>**Casey Vaughan**<br>**Rusty Anderson**<br>**Adam Colledge** |
| **NAYS:** | **None** |

_____
**MAYOR**

ATTEST:

_____
**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2015.

| DECEMBER UTILITY ADJUSTMENTS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| THESE FOLLOW POLICY/ RECOMMEND APPROVAL | | | | | | | | | | |
| ACCT # | ADJUSTMENT | | | | | TOTAL | REASON FOR ADJUSTMENT | | | |
| | WATER | SEWER | LATE CHG | GARBAGE | TAX | ADJUSTMENT | | | | |
| | | | | | | | | | | |
| 50764 | $15.35 | $17.58 | $50.00 | | | $82.93 | WATER LEAK | | | |
| 50796 | $17.51 | $20.05 | | | | $37.56 | WATER LEAK | | | |
| F10167 | $27.32 | $31.28 | | | | $58.60 | WATER LEAK | | | |
| 981179 | $158.75 | $166.37 | $100.00 | | | $425.12 | WATER LEAK | | | |
| 970658 | $309.75 | | $350.00 | | | $659.75 | WATER LEAK | | | |
| 31106 | $169.74 | $194.34 | $50.00 | | | $414.08 | WATER LEAK | | | |
| 950798 | $9.97 | $11.42 | | | | $21.39 | WATER LEAK | | | |
| 60820 | $50.92 | $58.30 | $75.00 | | | $184.22 | WATER LEAK | | | |
| 50971 | $16.40 | $18.77 | $75.00 | | | $110.17 | WATER LEAK | | | |
| 60666 | $22.40 | $25.65 | | | | $48.05 | WATER LEAK | | | |
| 872613 | $40.86 | $46.78 | $75.00 | | | $162.64 | WATER LEAK | | | |
| 761T | $408.07 | $467.21 | $75.00 | | | $950.28 | WATER LEAK | | | |
| 73073 | $98.94 | | $25.00 | | | $123.94 | WATER LEAK | | | |
| 10700 | $81.47 | $93.28 | | | | $174.75 | WATER LEAK | | | |
| 51035 | $1,084.91 | $1,160.40 | | | | $2,245.31 | WATER LEAK | | | |
| 60639 | $25.71 | $29.44 | | | | $55.15 | WATER LEAK | | | |
| 910893 | $17.26 | $19.76 | $50.00 | | | $87.02 | WATER LEAK | | | |
| 71213 | $28.15 | $32.23 | | | | $60.38 | WATER LEAK | | | |
| 980814 | $210.43 | $223.72 | | | | $434.15 | WATER LEAK | | | |
| 871294 | $45.95 | $52.61 | | | | $98.56 | WATER LEAK | | | |
| 60842 | $60.32 | $69.06 | | | | $129.38 | WATER LEAK | | | |
| 895534 | $115.50 | $132.24 | $50.00 | | | $297.74 | WATER LEAK | | | |
| 981302 | $47.94 | $54.88 | $75.00 | | | $177.82 | WATER LEAK | | | |
| 61741 | $16.56 | $18.96 | | | | $35.52 | WATER LEAK | | | |
| 871421 | $74.93 | $85.79 | | | | $160.72 | WATER LEAK | | | |
| 71038 | $187.33 | $214.48 | $75.00 | | | $476.81 | WATER LEAK | | | |
| | | | | | | | | | | |
| | | | | | | 12.4.14 | | | | |

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

**ORDER NUMBER 021-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the request sent to the Jackson County Board of Supervisors for assistance with culverts and limestone for Martin Bluff Walking Trail is hereby ratified.

**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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 20, 2015.

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

# City of Gautier
## Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia L. Russell

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

July 22, 2014

Jackson County Board of Supervisors
Troy Ross, President
P.O. Box 998
Pascagoula, MS 39568

Dear Jackson County Board of Supervisors,

The City of Gautier respectfully requests Board assistance for the purchase of culverts for three high priority projects that will immediately commence upon your approval.

(1) The replacement of a corrugated plastic culvert intersecting Bacot Football Fields. This culvert has failed resulting in numerous sinkholes.
(2) The replacement of a concrete culvert on Dolphin Road just west of Gautier -Vancleave Road at the mall entrance. This culvert has twice been repaired, continues to fail, and is significantly traveled.
(3) The installation of corrugated plastic culvert on Martin Bluff Road from the Singing River convenience store north to Cotita Drive. The City will construct a 5' wide walking trail with crush and run on the west side of the roadway for the safety of pedestrians. A walking trail is the most feasible option, given rights-of-way and elevations, and will address immediate concerns regarding high traffic on this narrow, curved roadway. The steep ditch will be culverted.

**Bacot Fields Project**
975 feet of 48" X 20" corrugated plastic culvert

**Dolphin Road**
160 feet concrete arch pipe 5' (h) X 7' (w)

**Martin Bluff Walking Trail**
1000 feet of 15" corrugated plastic culvert
3200 feet of 18" corrugated plastic culvert
20 plastic tee drain inlets (four 15" and sixteen 18")
400 cubic yards of crush and run

Sincerely,

Gordon T. Gollott
Mayor

Samantha D. Abell
City Manager

Councilman Colledge stated that it wasn't mentioned during agenda order approval that the amount for donation was going to be modified to $1416.00 for clarification.

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

**RESOLUTION NUMBER 003-2015**

**WHEREAS**, the Gautier Men's Club has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services and financial support from the City of Gautier, Cultural Services Department, and the Police Department, for the Gautier Men's Club 26th Annual Mardi Gras Parade to be held Saturday, February 7th at 7:00 P.M.

**WHEREAS**, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

**SECTION 1.** In-kind services are hereby authorized from the Police Department to provide four (4) traffic officers and six (6) patrol officers at five (5) hours each for traffic control and security for this event. Reserve officers have also been scheduled to assist with the event. The Police Department estimates their in-kind contribution will equal $1,089.00; and

**SECTION 2.** In-kind services are hereby authorized from the Cultural Services Division to provide labor (2 employees @ 15 hours each) for set-up and use of barricades and bleachers for the judging area, port-a-lets and clean-up of the parade route after the event. The Cultural Services Division estimates their in-kind contribution to be $640.00. The total cost of City in-kind services is therefore estimated at $1,729.00; and

**SECTION 3**. The Gautier Men's Club request for additional financial support from the City of Gautier for the Mardi Gras Parade in the form of a cash donation in the amount of $1,416.00 is hereby authorized.

**SECTION 4.** The City Manager or City Clerk is authorized to execute any and all documents necessary.

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

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

**NAYS:** **None**

_____
**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2015.

**CITY OF GAUTIER**
**MEMORANDUM**

| | |
|---|---|
| **To:** | Samantha Abell, City Manager |
| **From:** | Rachel Honea, Cultural Service Bookkeeper |
| **Through:** | Chandra Nicholson, Director of Economic Development & Planning |
| | Dante Elbin, Chief of Police |
| **Date:** | January 13, 2015 |
| **Subject:** | 2015 Gautier Mardi Gras Parade In-kind Services and Financial Support Request |

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**REQUEST:**
The Gautier Men's Club requests City Council authorization for in-kind services and financial support to be provided by the City for the Annual Gautier Mardi Gras Parade.

**BACKGROUND:**
The Gautier Men's Club's 26th Annual Mardi Gras Parade will be held on Saturday, February 7th at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

**DISCUSSION:**
The Mardi Gras Parade organizers have submitted an in-kind services and financial support request to the City for the following.

**In-kind:**

- Safety and Traffic Control as well as Police units to lead the parade
- Set-up and Use of Barricades and Bleachers for the Judging Area
- Port-a-lets and Clean-up of the Parade Route after the Event

The Police Department estimates their in-kind contribution will equal $1,089.00 based on four (4) traffic officers and six (6) patrol officers at five (5) hours each. Reserve officers have also been scheduled to assist with the event. The Cultural Services Division estimates approximately $640.00 for in-kind costs for the requested labor (2 employees @ 15 hours each). The total cost of City in-kind services is therefore estimated at $1,729.00.

**Financial Support Needs:**
In addition, the Gautier Men's Club requests financial support from the City for the Mardi Gras Parade in the amount of $1,416.00. The Club has provided documentation that their organization will match the city's contributions with other existing funds.

**RECOMMENDATION:**
The Economic Development & Planning Department recommends that City Council authorize the in-kind services and financial support requested by the Gautier Men's Club for the Mardi Gras Parade. The City has determined that this event is an economic tool to bring into favorable notices the opportunities, possibilities, and resources of the City of Gautier. City Council may;

1) Approve the level of in-kind services and amount of financial support requested;
2) Approve a different amount of financial support and/or level of in-kind services; or
3) May decline to authorize any in-kind services or financial support to the parade.

**ATTACHMENT(S):**
Gautier Men's Club In-kind Services and Financial Support Request (1-13-15)
Special Event Application

To: City of Gautier

From: Gautier Men's Club

Date: January 13, 2015

Re: Gautier Mardi Gras Parade

The Gautier Men's Club Mardi Gras Parade is scheduled for February 7, 2015 at 7:00 pm. We are providing the following detail for our request for services for this year's parade.

- Request for GPD to provide units to lead the parade and traffic control.
- Request for City to set up and provide barricades, senior citizen bleachers, portalets, and post clean up of parade route.
- Cash donation of $1416.00 to support parade.

**Matching organizational project budget :**

| | |
|---|---|
| Postal Service | 50 |
| Float Numbers and Site Layout Material | 150 |
| Trophies | 200 |
| Judges Stand | 350 |
| Sound System for Judges Stand | 300 |
| Insurance Binder | 536 |
| Float repair | 2200 |
| **Cost Total** | **3786** |

As always, we appreciate the city's help and consideration.

Best regards,
Jack Culpepper
2015 Mardi Gras Parade Chairman
Email: jack.culpepper@live.com
228-627-5139

City of Gautier
City Hall

JAN 07 2015

Received by SBarg

# CITY OF GAUTIER
# APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

*(Please print or type all information below)*

Event Information:

Date of Event 2-7-15 Day or Week SATURDAY Starting Time 7:00 AM/PM

Ending Time: 21000 AM/PM Proposed Location of the Event: Town Square Area

Describe the type of event to be conducted: Mardi Gras Parade

Reason for Event, Demonstration or March:

Mardi Gras

If Event includes a city property or streets, give proposed route:

| | (Street) | (Direction Turn) | (Street) |
|---|---|---|---|
| 1. | Hwy 90 | North | Dolphin Rd |
| 2. | Dolphin Rd | South | Gautier-Vancleave |
| 3. | | | |
| 4. | | | |
| 5. | | | |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: Gautier Men's Club Phone: (228) 607-5139

Address: 2748 Dolphin Rd (POB 155) Gautier MS 39553

City State Zip

Type of Organization: Civic (Religious, Civic, Social, Etc.) Profit: ___ Non-Profit Federal ID# ___

Individual Making Application for Organization:

Name: Jack Culpepper Phone (Home): (228) 607-5139

Address: 2748 Dolphin Rd Phone (Work): (228) 381-0134

City: Gautier State: MS Zip Code: 39553

Position with Organization: Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: Jack Culpepper Phone (H): (228) 607-5139 (W) (228) 381-0134

Name: Bill Whatley Phone (W): (228) 607-1857 (W) ( ) ___

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- ✓ Security
- ✓ Traffic Direction
- ✓ Barricades
- ✓ Set Up Barricades
- ✓ Clean up During Event
- ✓ Clean up After Event
- ___ Trash Receptacles/Bag
- ___ Staging
- ___ Fencing
- ___ Other

FOR OFFICE USE ONLY
Date Rec'd: 1/7/15 Received By: SBarg
Event has been: Approved: ✓ Disapproved: ___
Approval/Disapproval Authority: [signature] Date: 1/07/15

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: [signature] Date: 1/7/15

2015 Parade Route

**Councilman Jones** made a motion requesting the city move forward with the possibility of Tideland funding for the construction of a pier at the end of Graveline Road and to pursue purchasing a lot adjacent to Mr. Reeds property for public parking. **Councilman Guillotte** seconded the motion and the vote unanimously carried.

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**Councilman Colledge** made a motion to amend the original motion to include all potential revenue services for development of a pier and/or purchasing of land at the end of Graveline Road for parking. **Councilman Vaughan** seconded the motion and the vote unanimously carried.

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**Councilwoman Martin** made the motion to adjourn until February 3, 2015 at 6:30 PM**.**
**Councilwoman Vaughan** seconded the motion and the vote carried unanimously.

**APPROVED BY:**

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 3, 2015.