

**Tuesday
March 15, 2016
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 15, 2016 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 15, 2016 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. 5th Annual City of Gautier Easter Egg Hunt Saturday, March 19, 2016 at Shepard State Park.**
- 2. Jackson County Household Hazardous Waste Collection Day, Saturday, April 23, 2016, 8 A.M. – 12 Noon, Singing River Mall Parking Lot.**

IV. Presentation Agenda

- 1. Proclamation presented to American Red Cross.**
- 2. Proclamation in Recognition of Gautier Hometown Veteran Henry Russell.**
- 3. October 2015; November 2015; December 2015; and January 2016 Financial Reports, Teresa Montgomery, Comptroller.**

V. Public Agenda

- 1. Agenda Comments**

VI. Business Agenda

- 1. Consideration of a contract between the City of Gautier and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters (IAFF).**
- 2. Consideration of a citizen's request to name a certain segment of Highway 57 in the City of Gautier, Mississippi in honor of the deceased, Mr. Charles Lamb.**
- 3. Order authorizing the acceptance of a monetary donation in the amount of \$8,302.99 from Friends of Shepard volunteer group for improvements at Shepard State Park.**
- 4. Consideration of Councilman Johnny Jones request- 2014 Tidelands Amended Application for Graveline Bayou Restoration Project (FY2014-P401-6GA).**
- 5. Order authorizing the submission of a grant application to the Public Access Grant Program for improvements to the City Park Boat Launch.**
- 6. Order authorizing the acceptance of a proposal from Southern Earth Sciences, Inc. for Geotechnical Services related to Log Cabin Relocation.**
- 7. Order authorizing the acceptance of two bids and award a contract for the Gautier Colored Schoolhouse Stabilization Project.**
- 8. Order authorizing the City to enter into a Statewide Mutual Aid Compact (SMAC) Agreement.**
- 9. Order authorizing the City to enter into a Mutual Aid Agreement for Fire Emergency Services with the Air Force.**
- 10. Resolution approving the FY2016 Annual Comprehensive Fee Schedule updates.**
- 11. Order approving Docket of Claims.**

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

- 1. Order declaring Friday, March 25, 2016 Good Friday as a legal holiday for the City of Gautier.**
- 2. Order approving minutes from Recessed Council Meeting held February 16, 2016 and Regular Council Meeting held March 1, 2016.**
- 3. Order receiving February 2016 Privilege License Report.**

4. Order declaring Police Department equipment surplus and remove from inventory.
5. Order renewing Singing River Services Life Care Plus Program (EAP) Contract for one year.
6. Order authorizing the submission of a grant application for the 2016 Urban Youth Corps Program.
7. Order authorizing Change Order #1 for City Park Splash Pad Materials Contract.
8. Order approving water and sewer adjustment dated March 9, 2016 in the amount of \$4,272.16 and March 10, 2016 in the amount of \$3,971.46.
9. Order authorizing the City to proceed with the installation of a security light at Bacot Park with a one-time installation charge of \$120.00 and a monthly rate of \$20.00.

STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until April 5, 2016 at 6:30 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to revise and approve the agenda as follows:

1. Table Presentation Agenda Item #1 - Proclamation presented to American Red Cross.
2. Add Business Agenda Item #12 – Motion to place on the general election ballot the language of House Bill 1722 to benefit parks and recreational facilities for the purpose of Tourism and Economic Development within the City.

Councilman Anderson seconded the motion and the vote carried unanimously.

Announcements:

1. 5th Annual City of Gautier Easter Egg Hunt Saturday, March 19, 2016 at Shepard State Park. Councilwoman Martin stated that if the weather changes by Friday night that the Easter Egg Hunt will be postponed until Sunday at 2:00pm.
 2. Jackson County Household Hazardous Waste Collection Day, Saturday, April 23, 2016, 8 A.M. – 12 Noon, Singing River Mall Parking Lot.
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Presentation Agenda:

1. Proclamation in Recognition of Gautier Hometown Veteran Henry Russell.
 2. October 2015; November 2015; December 2015; and January 2016 Financial Reports, Teresa Montgomery, Comptroller.
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City of Gautier 5th Annual Easter Egg Hunt

WHEN: March 19, 2016

WHERE: Shepard State Park
1034 Graveline Road
Gautier, MS 39553

TIME: 10:00 A.M. - until

AGES: 1 - 2 yrs old (1 parent)
3 - 4 yrs old
5 - 7 yrs old
8 - 10 yrs old

Free Photo with
the Easter Bunny
courtesy of
Gautier Walgreens



Meridith Dickerson



For More Information, Contact Gautier City Hall at (228) 497-8000 or visit www.gautier-ms.gov



JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish

A One Day FREE

Proper Disposal Turn-in Event

SATURDAY

APRIL 23, 2016

8 A.M. - 12 NOON

SINGING RIVER MALL

PARKING LOT

HWY 90, GAUTIER

DO NOT BRING

Explosive Materials,
Radioactive Materials,
PCB's, Medical Waste,
Syringes, Compressed
Cylinders, Electronic Waste
****NO CONTRACTORS
NO WASTE FROM
BUSINESSES****



Put Toxic Waste In Its Place

Household Hazardous Waste

Unused or leftover portions of products containing toxic chemicals. Any product which is labeled

CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

A Safe Substitute

A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation

Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

DO NOT TRANSPORT OVER 5 GALLONS OR 50 POUNDS AT ONE TIME.

Proper Disposal

Extremely Important

It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.



For More Information Call 228-872-8340 or visit <http://www.co.jackson.ms.us/departments/solid-waste/>

October 2015 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,745,687.21
MS Development Loan Katrina	Depository Account	007-000-001	\$309.95
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$26,176.26)
Allen Road Widening	Depository Account	020-000-001	\$9,301.60
MOHS PD Traffic Grant	Depository Account	023-000-001	(\$1,216.70)
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	(\$7,584.90)
MDOT Safe Routes to School	Depository Account	029-000-001	\$2,048.81
MDAH School House Grant	Depository Account	030-000-001	(\$8,501.60)
MDAH Local Govt Grant	Depository Account	031-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(\$1,381.73)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$160,001.67
Fire Protection Fund	Depository Account	160-000-001	\$239,348.96
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$35,431.45)
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$6,301.76)
Library Support Fund	Depository Account	172-000-001	\$1,415.15
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$8,500.25)
Shepard State Park Fund	Depository Account	176-000-001	\$34,857.63
Solid Waste Fund	Depository Account	404-000-001	\$8,936.11
Solid Waste Grant	Depository Account	405-000-001	(\$165.00)
EPA: Brownfields Assessment	Depository Account	409-000-001	(\$7,470.92)
General Ledger Cash Balance			\$3,337,185.22
General Depository Reconciled Cash Balance			\$3,336,500.38

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$224,262.87
	Enterprise Account-Hancock	400-000-002	\$498,390.12
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$218,681.89
Water Meter Project	Enterprise Account-Hancock	422-000-002	\$10,513.45
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	(\$93,131.28)
General Ledger Cash Balance			\$858,717.05
Enterprise Reconciled Cash Balance			\$855,864.18

OCTOBER 2015
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2016	OCT 2015	Balance	8.33% % to date
General Fund Revenues	8,442,047.00	433,384.34	8,008,662.66	5.1%
Expenditures:				
001 Legislative	107,389.00	13,811.18	93,577.82	12.8%
010 City Court	374,266.00	12,438.57	361,827.43	3.3%
021 City Manager	179,379.00	13,061.52	166,317.48	7.2%
022 Human Resources	140,522.00	9,650.27	130,871.73	6.8%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	18,166.61	257,475.39	6.5%
045 Finance	190,562.00	14,246.90	176,315.10	7.4%
060 City Attorney	95,000.00	9,526.17	85,473.83	10.0%
090 Economic Dev - Planning	461,005.00	64,243.23	396,761.77	13.9%
092 Building & General Expenses	564,200.00	268,482.37	295,717.63	47.5%
100 Police	3,526,782.00	222,914.99	3,303,867.01	6.3%
161 Fire	2,448,157.00	143,186.39	2,304,970.61	5.8%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	32,226.99	366,336.01	8.0%
201 PW: Streets	192,000.00	7,794.48	184,205.52	4.0%
205 PW: Maintenance	224,325.00	15,289.92	209,035.08	6.8%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	0.00	1,111,329.00	
General Fund Expenditures	10,369,621.00	845,039.59	9,524,581.41	8.1%
<i>Total Operating Expenditures</i>	8,803,753.00	844,237.59	7,959,515.41	
<i>Total Capital Outlay Expenditures</i>	299,554.00	802.00	298,752.00	
<i>Total Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Total Transfers Out</i>	1,111,329.00	0.00	1,111,329.00	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	845,039.59	9,524,581.41	
<i>Personnel</i>	6,883,404.00	469,740.14	6,413,663.86	
<i>Supplies</i>	475,984.00	12,770.99	463,213.01	
<i>Other Services</i>	1,444,365.00	361,726.46	1,082,638.54	
<i>Capital Outlay</i>	299,554.00	802.00	298,752.00	
<i>Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Interfund Transfers for DS</i>	1,111,329.00	0.00	1,111,329.00	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	845,039.59	9,524,581.41	

OCTOBER 2015

<i>General Depository Special Funds</i>	BUDGET FY 2016	As of October 2015	Balance	8.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00		281,220.00	
Expenditures	281,220.00		281,220.00	
013 TE-Downtown Revitalization				
Revenues	307,333.53		307,333.53	
Expenditures	214,904.18		214,904.18	
020 Allen Road Widening				
Revenues	1,052,154.40		1,052,154.40	
Expenditures	1,061,456.00		1,061,456.00	
023 MOHS PD Traffic Grant				
Revenues	6,892.94	2,731.88	4,161.06	39.60%
026 MOHS DUI Grant GY2015				
Revenues	29,077.40	3,767.35	25,310.05	12.9%
029 MDOT Safe Routes to School				
Revenues	242,500.00		242,500.00	
Expenditures	245,235.56	686.75	244,548.81	0.2%
030 MDAH 2014 Community Heritage				
Revenues	89,000.00		89,000.00	
Expenditures	80,341.25		80,341.25	
103 US DOJ Ballistic Vest Grant				
Revenues	1,381.73		1,381.73	
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	220.55	501,948.45	
Expenditures	2,247,965.78	24,917.26	2,223,048.52	1.1%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	0.00		0.00	
160 Fire Protection Fund				
Revenues	445,100.00		445,100.00	
Expenditures	385,873.02	1,414.98	384,458.04	0.3%
166 MDOT Youth Corp Program				
Revenues	34,033.38		34,033.38	
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

OCTOBER 2015

General Depository Special Funds	BUDGET FY 2015	As of October 2015	Balance	8.33% % to date
171 Combined Tidelands Grant				
Revenues	1,295,780.51	18,744.25	1,277,036.26	1.4%
Expenditures	1,279,413.75	11,101.75	1,268,312.00	0.8%
172 Library Support Fund				
Revenues	105,062.00	1,415.15	103,646.85	1.3%
Expenditures	105,062.00		105,062.00	
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	91,339.75		91,339.75	
176 Shepard State Park				
Revenues	106,250.00	8,553.00	97,697.00	8.0%
Expenditures	116,208.00	5,006.29	111,201.71	4.3%
404 Solid Waste Fund				
Revenues	1,260,000.00		1,260,000.00	
Expenditures	1,315,000.00	81,844.05	1,233,155.95	6.2%
405 Solid Waste Grant				
Revenues	13,670.00		13,670.00	
Expenditures	13,505.00		13,505.00	
409 EPA: Brownfields Assessment				
Revenues	365,175.03		365,175.03	
Expenditures	365,175.03	7,470.92	357,704.11	2.0%

OCTOBER 2015
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2016	OCT 2015	Balance	8.33%
Utility Fund Revenues	8,200,014.00	576,526.43	7,623,487.57	7.0%
Administration	2,606,442.00	190,512.34	2,415,929.66	7.3%
Water & Sewer O & M	3,232,740.00	197,039.90	3,035,700.10	6.0%
Debt Service	2,481,584.00	304,202.02	2,177,381.98	12.2%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	8,349,030.00	691,754.26	7,657,275.74	8.2%

<i>Total Operating Expenditures</i>	<i>5,679,182.00</i>	<i>387,552.24</i>	<i>5,291,629.76</i>	
<i>Total Capital Outlay Expenditures</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Total Debt Service</i>	<i>2,481,584.00</i>	<i>304,202.02</i>	<i>2,177,381.98</i>	
<i>Total Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>691,754.26</i>	<i>7,657,275.74</i>	

<i>Personnel</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Supplies</i>	<i>232,500.00</i>	<i>877.19</i>	<i>231,622.81</i>	
<i>Other Services</i>	<i>5,446,682.00</i>	<i>386,675.05</i>	<i>5,060,006.95</i>	
<i>Capital Outlay</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Debt Service</i>	<i>2,481,584.00</i>	<i>304,202.02</i>	<i>2,177,381.98</i>	
<i>Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>691,754.26</i>	<i>7,657,275.74</i>	

Enterprise Special Funds

	BUDGET FY 2016	OCT 2015	Balance	8.33%
421 MSB - Water Ionization Project				
Construction - Water	249,899.89	31,218.00	218,681.89	12.4%

	BUDGET FY 2016	OCT 2015	Balance	8.33%
449 Hurricane Katrina: Public Works				
Revenue	93,131.28	0.00	93,131.28	

November 2015 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name	Account #	Balance
General Fund	Depository Account 001-000-001	\$2,303,945.72
MS Development Loan Katrina	Depository Account 007-000-001	\$309.95
CDBG-Downtown Revitalization	Depository Account 012-000-001	
Transportation Enhancement	Depository Account 013-000-001	(\$226,804.95)
Allen Road Widening	Depository Account 020-000-001	\$14,990.40
MOHS PD Traffic Grant	Depository Account 023-000-001	(\$1,216.70)
MOHS DUI Grant FY 2014	Depository Account 025-000-001	
MOHS DUI Grant FY 2015	Depository Account 026-000-001	(\$3,331.66)
MDOT Safe Routes to School	Depository Account 029-000-001	\$2,048.81
MDAH School House Grant	Depository Account 030-000-001	(\$8,501.60)
MDAH Local Govt Grant	Depository Account 031-000-001	
US DOJ Ballistic Vest Grant	Depository Account 103-000-001	(\$1,381.73)
Martin Bluff Road Improvements	Depository Account 128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account 157-000-001	\$156,450.67
Fire Protection Fund	Depository Account 160-000-001	\$238,644.91
DMR-BP Oil Spill Grant	Depository Account 165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account 166-000-001	(\$35,431.45)
FF Grant:EMW-2013-FO-05516	Depository Account 167-000-001	
Tidelands Grant	Depository Account 171-000-001	(\$19,315.02)
Library Support Fund	Depository Account 172-000-001	\$1,401.86
MSWFP Recreation Trails Grant	Depository Account 175-000-001	(\$8,500.25)
Shepard State Park Fund	Depository Account 176-000-001	\$36,602.26
Solid Waste Fund	Depository Account 404-000-001	(\$73,882.61)
Solid Waste Grant	Depository Account 405-000-001	
EPA: Brownfields Assessment	Depository Account 409-000-001	(\$7,470.92)
General Ledger Cash Balance		\$2,606,566.39
General Depository Reconciled Cash Balance		\$2,605,877.55

ENTERPRISE FUND

Fund Name	Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M 400-000-001	\$224,310.55
	Enterprise Account-Hancock 400-000-002	\$595,390.16
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock 421-000-002	\$218,556.89
Water Meter Project	Enterprise Account-Hancock 422-000-002	\$10,513.45
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock 449-000-002	(\$93,131.28)
General Ledger Cash Balance		\$955,639.77
Enterprise Reconciled Cash Balance		\$955,050.41

NOVEMBER 2015
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2016	NOV 2015	Balance	16.33% % to date
General Fund Revenues	8,442,047.00	670,650.15	7,771,396.85	7.9%
Expenditures:				
001 Legislative	107,389.00	22,655.60	84,733.40	21.0%
010 City Court	374,266.00	41,677.32	332,588.68	11.1%
021 City Manager	179,379.00	32,515.03	146,863.97	18.1%
022 Human Resources	140,522.00	23,106.62	117,415.38	16.4%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	45,979.62	229,662.38	16.6%
045 Finance	190,562.00	32,918.22	157,643.78	17.2%
060 City Attorney	95,000.00	18,571.34	76,428.66	19.5%
090 Economic Dev - Planning	461,005.00	92,010.31	368,994.69	19.9%
092 Building & General Expenses	564,200.00	290,522.28	273,677.72	51.4%
100 Police	3,526,782.00	497,117.38	3,029,664.62	14.0%
161 Fire	2,448,157.00	317,103.02	2,131,053.98	12.9%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	66,415.26	332,147.74	16.6%
201 PW: Streets	192,000.00	30,220.12	161,779.88	15.7%
205 PW: Maintenance	224,325.00	35,228.29	189,096.71	15.7%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	0.00	1,111,329.00	
General Fund Expenditures	10,369,621.00	1,546,040.41	8,823,580.59	14.9%
<i>Total Operating Expenditures</i>	8,803,753.00	1,510,546.92	7,293,206.08	
<i>Total Capital Outlay Expenditures</i>	299,554.00	35,493.49	264,060.51	
<i>Total Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Total Transfers Out</i>	1,111,329.00	0.00	1,111,329.00	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	1,546,040.41	8,823,580.59	
<i>Personnel</i>	6,883,404.00	1,020,060.53	5,863,343.47	
<i>Supplies</i>	475,984.00	52,652.37	423,331.63	
<i>Other Services</i>	1,444,365.00	437,834.02	1,006,530.98	
<i>Capital Outlay</i>	299,554.00	35,493.49	264,060.51	
<i>Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Interfund Transfers for DS</i>	1,111,329.00	0.00	1,111,329.00	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	1,546,040.41	8,823,580.59	

NOVEMBER 2015

<i>General Depository Special Funds</i>	BUDGET FY 2016	As of November 2015	Balance	16.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00		281,220.00	
Expenditures	281,220.00		281,220.00	
013 TE-Downtown Revitalization				
Revenues	307,333.53		307,333.53	
Expenditures	214,904.18	200,628.69	14,275.49	93.3%
020 Allen Road Widening				
Revenues	1,052,154.40	5,688.80	1,046,465.60	0.5%
Expenditures	1,061,456.00		1,061,456.00	
023 MOHS PD Traffic Grant				
Revenues	6,892.94	2,731.88	4,161.06	39.60%
026 MOHS DUI Grant GY2015				
Revenues	29,077.40	8,020.59	21,056.81	27.5%
029 MDOT Safe Routes to School				
Revenues	242,500.00		242,500.00	
Expenditures	245,235.56	686.75	244,548.81	0.2%
030 MDAH 2014 Community Heritage				
Revenues	89,000.00		89,000.00	
Expenditures	80,341.25		80,341.25	
103 US DOJ Ballistic Vest Grant				
Revenues	1,381.73		1,381.73	
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	432.67	501,736.33	
Expenditures	2,247,965.78	24,917.26	2,223,048.52	1.1%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	0.00	3,551.00	(3,551.00)	
160 Fire Protection Fund				
Revenues	445,100.00		445,100.00	
Expenditures	385,873.02	2,119.03	383,753.99	0.5%
166 MDOT Youth Corp Program				
Revenues	34,033.38		34,033.38	
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

NOVEMBER 2015

General Depository Special Funds	BUDGET FY 2015	As of November 2015	Balance	16.66% % to date
171 Combined Tidelands Grant				
Revenues	1,295,780.51	18,744.25	1,277,036.26	1.4%
Expenditures	1,279,413.75	24,115.01	1,255,298.74	1.8%
172 Library Support Fund				
Revenues	105,062.00	2,817.01	102,244.99	2.6%
Expenditures	105,062.00	1,415.15	103,646.85	1.3%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	91,339.75		91,339.75	
176 Shepard State Park				
Revenues	106,250.00	18,286.00	87,964.00	17.2%
Expenditures	116,208.00	12,994.66	103,213.34	11.1%
404 Solid Waste Fund				
Revenues	1,260,000.00		1,260,000.00	
Expenditures	1,315,000.00	164,662.77	1,150,337.23	12.5%
405 Solid Waste Grant				
Revenues	13,670.00	165.00	13,505.00	1.2%
Expenditures	13,505.00		13,505.00	
409 EPA: Brownfields Assessment				
Revenues	365,175.03		365,175.03	
Expenditures	365,175.03	7,470.92	357,704.11	2.0%

**NOVEMBER 2015
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2016	NOV 2015	Balance	16.66%
Utility Fund Revenues	8,200,014.00	1,140,678.85	7,059,335.15	13.9%
Administration	2,606,442.00	422,528.20	2,183,913.80	16.2%
Water & Sewer O & M	3,232,740.00	418,718.15	2,814,021.85	12.9%
Debt Service	2,481,584.00	421,252.02	2,060,331.98	16.9%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	8,349,030.00	1,262,498.37	7,086,531.63	15.1%

<i>Total Operating Expenditures</i>	5,679,182.00	841,246.35	4,837,935.65	
<i>Total Capital Outlay Expenditures</i>	160,000.00	0.00	160,000.00	
<i>Total Debt Service</i>	2,481,584.00	421,252.02	2,060,331.98	
<i>Total Interfund Transfers</i>	28,264.00	0.00	28,264.00	
<i>Check Total</i>	8,349,030.00	1,262,498.37	7,086,531.63	

<i>Personnel</i>	0.00	0.00	0.00	
<i>Supplies</i>	232,500.00	26,993.67	205,506.33	
<i>Other Services</i>	5,446,682.00	814,252.68	4,632,429.32	
<i>Capital Outlay</i>	160,000.00	0.00	160,000.00	
<i>Debt Service</i>	2,481,584.00	421,252.02	2,060,331.98	
<i>Interfund Transfers</i>	28,264.00	0.00	28,264.00	
<i>Check Total</i>	8,349,030.00	1,262,498.37	7,086,531.63	

Enterprise Special Funds

	BUDGET FY 2016	NOV 2015	Balance	16.66%
421 MSB - Water Ionization Project				
Construction - Water	249,899.89	31,343.00	218,556.89	12.5%

	BUDGET FY 2016	NOV 2015	Balance	16.66%
449 Hurricane Katrina: Public Works				
Revenue	93,131.28	0.00	93,131.28	

December 2015 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,633,478.99
MS Development Loan Katrina	Depository Account	007-000-001	\$309.95
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$226,804.95)
Allen Road Widening	Depository Account	020-000-001	\$10,613.40
MOHS PD Traffic Grant	Depository Account	023-000-001	(\$33.65)
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	(\$197.94)
MDOT Safe Routes to School	Depository Account	029-000-001	(\$1,363.42)
MDAH School House Grant	Depository Account	030-000-001	(\$8,501.60)
MDAH Local Govt Grant	Depository Account	031-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(\$1,381.73)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$154,300.68
Fire Protection Fund	Depository Account	160-000-001	\$238,644.91
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$35,431.45)
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$677.26)
Library Support Fund	Depository Account	172-000-001	\$1,475.25
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$8,500.25)
Shepard State Park Fund	Depository Account	176-000-001	\$35,541.47
Solid Waste Fund	Depository Account	404-000-001	(\$73,882.61)
Solid Waste Grant	Depository Account	405-000-001	
EPA: Brownfields Assessment	Depository Account	409-000-001	(\$7,470.92)
General Ledger Cash Balance			\$1,948,127.57
General Depository Reconciled Cash Balance			\$1,947,546.73

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$224,358.24
	Enterprise Account-Hancock	400-000-002	\$636,221.07
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$204,670.25
Water Meter Project	Enterprise Account-Hancock	422-000-002	\$10,513.45
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	(\$93,131.28)
General Ledger Cash Balance			\$982,631.73
Enterprise Reconciled Cash Balance			\$979,951.88

DECEMBER 2015
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2016	DEC 2015	Balance	25.00% % to date
General Fund Revenues	8,442,047.00	989,410.61	7,452,636.39	11.7%
Expenditures:				
001 Legislative	107,389.00	31,191.78	76,197.22	29.0%
010 City Court	374,266.00	64,475.07	309,790.93	17.2%
021 City Manager	179,379.00	52,500.33	126,878.67	29.2%
022 Human Resources	140,522.00	36,843.87	103,678.13	26.2%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	72,299.07	203,342.93	26.2%
045 Finance	190,562.00	53,410.41	137,151.59	28.0%
060 City Attorney	95,000.00	26,839.51	68,160.49	28.2%
090 Economic Dev - Planning	461,005.00	137,997.17	323,007.83	29.9%
092 Building & General Expenses	564,200.00	318,152.77	246,047.23	56.3%
100 Police	3,526,782.00	955,915.38	2,570,866.62	27.1%
161 Fire	2,448,157.00	550,276.07	1,897,880.93	22.4%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	100,612.44	297,950.56	25.2%
201 PW: Streets	192,000.00	53,895.84	138,104.16	28.0%
205 PW: Maintenance	224,325.00	58,864.04	165,460.96	26.2%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	0.00	1,111,329.00	
General Fund Expenditures	10,369,621.00	2,513,273.75	7,856,347.25	24.2%
<i>Total Operating Expenditures</i>	8,803,753.00	2,328,110.48	6,475,642.52	
<i>Total Capital Outlay Expenditures</i>	299,554.00	185,163.27	114,390.73	
<i>Total Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Total Transfers Out</i>	1,111,329.00	0.00	1,111,329.00	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	2,513,273.75	7,856,347.25	
<i>Personnel</i>	6,883,404.00	1,734,078.71	5,149,325.29	
<i>Supplies</i>	475,984.00	82,285.55	393,698.45	
<i>Other Services</i>	1,444,365.00	511,746.22	932,618.78	
<i>Capital Outlay</i>	299,554.00	185,163.27	114,390.73	
<i>Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Interfund Transfers for DS</i>	1,111,329.00	0.00	1,111,329.00	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	2,513,273.75	7,856,347.25	

DECEMBER 2015

<i>General Depository Special Funds</i>	BUDGET FY 2016	As of December 2015	Balance	25.00% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00		281,220.00	
Expenditures	281,220.00		281,220.00	
013 TE-Downtown Revitalization				
Revenues	307,333.53		307,333.53	
Expenditures	214,904.18	200,628.69	14,275.49	93.3%
020 Allen Road Widening				
Revenues	1,052,154.40	5,688.80	1,046,465.60	0.5%
Expenditures	1,061,456.00	4,377.00	1,057,079.00	0.4%
023 MOHS PD Traffic Grant				
Revenues	6,892.94	3,914.93	2,978.01	56.70%
026 MOHS DUI Grant GY2015				
Revenues	29,077.40	11,154.31	17,923.09	38.3%
029 MDOT Safe Routes to School				
Revenues	242,500.00		242,500.00	
Expenditures	245,235.56	4,098.98	241,136.58	1.6%
030 MDAH 2014 Community Heritage				
Revenues	89,000.00		89,000.00	
Expenditures	80,341.25		80,341.25	
103 US DOJ Ballistic Vest Grant				
Revenues	1,381.73		1,381.73	
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	22,648.17	479,520.83	4.5%
Expenditures	2,247,965.78	25,036.66	2,222,929.12	1.1%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	0.00	5,700.99	(5,700.99)	
160 Fire Protection Fund				
Revenues	445,100.00		445,100.00	
Expenditures	385,873.02	2,119.03	383,753.99	0.5%
166 MDOT Youth Corp Program				
Revenues	34,033.38		34,033.38	
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

DECEMBER 2015

<i>General Depository Special Funds</i>	BUDGET FY 2015	As of December 2015	Balance	25.00% % to date
171 Combined Tidelands Grant				
Revenues	1,295,780.51	37,382.01	1,258,398.50	2.8%
Expenditures	1,279,413.75	24,115.01	1,255,298.74	1.8%
172 Library Support Fund				
Revenues	105,062.00	4,292.26	100,769.74	4.0%
Expenditures	105,062.00	2,817.01	102,244.99	2.6%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	91,339.75		91,339.75	
176 Shepard State Park				
Revenues	106,250.00	25,946.93	80,303.07	24.4%
Expenditures	116,208.00	21,716.38	94,491.62	18.6%
404 Solid Waste Fund				
Revenues	1,260,000.00		1,260,000.00	
Expenditures	1,315,000.00	164,662.77	1,150,337.23	12.5%
405 Solid Waste Grant				
Revenues	13,670.00	165.00	13,505.00	1.2%
Expenditures	13,505.00		13,505.00	
409 EPA: Brownfields Assessment				
Revenues	365,175.03		365,175.03	
Expenditures	365,175.03	7,470.92	357,704.11	2.0%

**DECEMBER 2015
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2016	DEC 2015	Balance	25.00%
Utility Fund Revenues	8,200,014.00	1,757,184.23	6,442,829.77	21.4%
Administration	2,606,442.00	654,434.85	1,952,007.15	25.1%
Water & Sewer O & M	3,232,740.00	640,266.03	2,592,473.97	19.8%
Debt Service	2,481,584.00	648,182.26	1,833,401.74	26.1%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	8,349,030.00	1,942,883.14	6,406,146.86	23.2%
<i>Total Operating Expenditures</i>	<i>5,679,182.00</i>	<i>1,294,700.88</i>	<i>4,384,481.12</i>	
<i>Total Capital Outlay Expenditures</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Total Debt Service</i>	<i>2,481,584.00</i>	<i>648,182.26</i>	<i>1,833,401.74</i>	
<i>Total Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>1,942,883.14</i>	<i>6,406,146.86</i>	
<i>Personnel</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Supplies</i>	<i>232,500.00</i>	<i>50,745.83</i>	<i>181,754.17</i>	
<i>Other Services</i>	<i>5,446,682.00</i>	<i>1,243,955.05</i>	<i>4,202,726.95</i>	
<i>Capital Outlay</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Debt Service</i>	<i>2,481,584.00</i>	<i>648,182.26</i>	<i>1,833,401.74</i>	
<i>Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>1,942,883.14</i>	<i>6,406,146.86</i>	

Enterprise Special Funds

	BUDGET FY 2016	DEC 2015	Balance	25.00%
421 MSB - Water Ionization Project				
Construction - Water	249,899.89	45,229.64	204,670.25	18.0%

	BUDGET FY 2016	DEC 2015	Balance	25.00%
449 Hurricane Katrina: Public Works				
Revenue	93,131.28	0.00	93,131.28	

January 2016 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,654,848.97
MS Development Loan Katrina	Depository Account	007-000-001	\$309.95
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$226,804.95)
Allen Road Widening	Depository Account	020-000-001	(\$2,427.60)
MOHS PD Traffic Grant	Depository Account	023-000-001	(\$33.65)
MOHS DUI Grant FY 2014	Depository Account	025-000-001	
MOHS DUI Grant FY 2015	Depository Account	026-000-001	(\$197.94)
MDOT Safe Routes to School	Depository Account	029-000-001	(\$1,363.42)
MDAH School House Grant	Depository Account	030-000-001	(\$8,501.60)
MDAH Local Govt Grant	Depository Account	031-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(\$1,381.73)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$154,300.68
Fire Protection Fund	Depository Account	160-000-001	\$238,596.46
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$35,431.45)
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$10,699.75)
Library Support Fund	Depository Account	172-000-001	\$33,205.95
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$8,500.25)
Shepard State Park Fund	Depository Account	176-000-001	\$35,217.60
Solid Waste Fund	Depository Account	404-000-001	(\$133,539.23)
Solid Waste Grant	Depository Account	405-000-001	
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$2,925,606.74
General Depository Reconciled Cash Balance			\$2,925,046.90

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$224,402.87
	Enterprise Account-Hancock	400-000-002	\$549,042.45
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$201,670.25
Water Meter Project	Enterprise Account-Hancock	422-000-002	\$10,513.45
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	(\$93,131.28)
General Ledger Cash Balance			\$892,497.74
Enterprise Reconciled Cash Balance			\$889,059.82

**JANUARY 2016
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2016	JAN 2016	Balance	33.33% % to date
General Fund Revenues	8,442,047.00	2,594,025.17	5,848,021.83	30.7%
Expenditures:				
001 Legislative	107,389.00	39,332.05	68,056.95	36.6%
010 City Court	374,266.00	76,285.75	297,980.25	20.3%
021 City Manager	179,379.00	67,423.68	111,955.32	37.5%
022 Human Resources	140,522.00	47,048.37	93,473.63	33.4%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	91,350.34	184,291.66	33.1%
045 Finance	190,562.00	67,671.99	122,890.01	35.5%
060 City Attorney	95,000.00	38,178.68	56,821.32	40.1%
090 Economic Dev - Planning	461,005.00	171,036.52	289,968.48	37.1%
092 Building & General Expenses	564,200.00	335,859.59	228,340.41	59.5%
100 Police	3,526,782.00	1,183,538.42	2,343,243.58	33.5%
161 Fire	2,448,157.00	715,839.84	1,732,317.16	29.2%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	121,691.80	276,871.20	30.5%
201 PW: Streets	192,000.00	66,436.56	125,563.44	34.6%
205 PW: Maintenance	224,325.00	74,824.58	149,500.42	33.3%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	0.00	1,111,329.00	
General Fund Expenditures	10,369,621.00	3,096,518.17	7,273,102.83	29.8%
<i>Total Operating Expenditures</i>	8,803,753.00	2,911,354.90	5,892,398.10	
<i>Total Capital Outlay Expenditures</i>	299,554.00	185,163.27	114,390.73	
<i>Total Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Total Transfers Out</i>	1,111,329.00	0.00	1,111,329.00	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	3,096,518.17	7,273,102.83	
<i>Personnel</i>	6,883,404.00	2,232,263.73	4,651,140.27	
<i>Supplies</i>	475,984.00	106,590.81	369,393.19	
<i>Other Services</i>	1,444,365.00	572,500.36	871,864.64	
<i>Capital Outlay</i>	299,554.00	185,163.27	114,390.73	
<i>Debt Service</i>	74,485.00	0.00	74,485.00	
<i>Interfund Transfers for DS</i>	1,111,329.00	0.00	1,111,329.00	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	3,096,518.17	7,273,102.83	

**JANUARY 2016
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2016	As of January 2016	Balance	33.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00		281,220.00	
Expenditures	281,220.00		281,220.00	
013 TE-Downtown Revitalization				
Revenues	307,333.53		307,333.53	
Expenditures	214,904.18	200,628.69	14,275.49	93.3%
020 Allen Road Widening				
Revenues	1,052,154.40	5,688.80	1,046,465.60	0.5%
Expenditures	1,061,456.00	17,418.00	1,044,038.00	1.6%
023 MOHS PD Traffic Grant				
Revenues	6,892.94	3,914.93	2,978.01	56.70%
026 MOHS DUI Grant GY2015				
Revenues	29,077.40	11,154.31	17,923.09	38.3%
029 MDOT Safe Routes to School				
Revenues	242,500.00		242,500.00	
Expenditures	245,235.56	4,098.98	241,136.58	1.6%
030 MDAH 2014 Community Heritage				
Revenues	89,000.00		89,000.00	
Expenditures	80,341.25		80,341.25	
103 US DOJ Ballistic Vest Grant				
Revenues	1,381.73		1,381.73	
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	22,864.70	479,304.30	4.5%
Expenditures	2,247,965.78	137,909.62	2,110,056.16	6.1%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	0.00	5,700.99	(5,700.99)	
160 Fire Protection Fund				
Revenues	445,100.00		445,100.00	
Expenditures	385,873.02	2,167.48	383,705.54	0.5%
166 MDOT Youth Corp Program				
Revenues	34,033.38		34,033.38	
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

**JANUARY 2016
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2015	As of January 2016	Balance	33.33% % to date
171 Combined Tidelands Grant				
Revenues	1,295,780.51	37,382.01	1,258,398.50	2.8%
Expenditures	1,279,413.75	34,137.50	1,245,276.25	2.6%
172 Library Support Fund				
Revenues	105,062.00	37,498.21	67,563.79	35.6%
Expenditures	105,062.00	4,292.26	100,769.74	4.0%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	91,339.75		91,339.75	
176 Shepard State Park				
Revenues	106,250.00	32,241.93	74,008.07	30.3%
Expenditures	116,208.00	28,335.25	87,872.75	24.3%
404 Solid Waste Fund				
Revenues	1,260,000.00	104,337.50	1,155,662.50	8.2%
Expenditures	1,315,000.00	328,656.89	986,343.11	24.9%
405 Solid Waste Grant				
Revenues	13,670.00	165.00	13,505.00	1.2%
Expenditures	13,505.00		13,505.00	
409 EPA: Brownfields Assessment				
Revenues	365,175.03	13,073.84	352,101.19	3.5%
Expenditures	365,175.03	13,073.84	352,101.19	3.5%

**JANUARY 2016
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2016	JAN 2016	Balance	33.33%
Utility Fund Revenues	8,200,014.00	2,385,290.94	5,814,723.06	29.0%
Administration	2,606,442.00	943,735.15	1,662,706.85	36.2%
Water & Sewer O & M	3,232,740.00	860,958.07	2,371,781.93	26.6%
Debt Service	2,481,584.00	854,026.48	1,627,557.52	34.4%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	8,349,030.00	2,658,719.70	5,690,310.30	31.8%
<i>Total Operating Expenditures</i>	<i>5,679,182.00</i>	<i>1,804,693.22</i>	<i>3,874,488.78</i>	
<i>Total Capital Outlay Expenditures</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Total Debt Service</i>	<i>2,481,584.00</i>	<i>854,026.48</i>	<i>1,627,557.52</i>	
<i>Total Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>2,658,719.70</i>	<i>5,690,310.30</i>	
<i>Personnel</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Supplies</i>	<i>232,500.00</i>	<i>76,516.93</i>	<i>155,983.07</i>	
<i>Other Services</i>	<i>5,446,682.00</i>	<i>1,728,176.29</i>	<i>3,718,505.71</i>	
<i>Capital Outlay</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Debt Service</i>	<i>2,481,584.00</i>	<i>854,026.48</i>	<i>1,627,557.52</i>	
<i>Interfund Transfers</i>	<i>28,264.00</i>	<i>0.00</i>	<i>28,264.00</i>	
<i>Check Total</i>	<i>8,349,030.00</i>	<i>2,658,719.70</i>	<i>5,690,310.30</i>	

Enterprise Special Funds

	BUDGET FY 2016	JAN 2016	Balance	33.33%
421 MSB - Water Ionization Project				
Capital Outlay	249,899.89	48,229.64	201,670.25	19.2%

	BUDGET FY 2016	JAN 2016	Balance	33.33%
449 Hurricane Katrina: Public Works				
Revenue	93,131.28	0.00	93,131.28	

Councilman Vaughan made a motion to authorize payment of judgement rendered in the firefighter litigation pursuant to Judge Jackson's order.

Councilman Jones seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 054-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract between the City of Gautier and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters (IAFF) is hereby approved.

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

Motion was made by **Councilman Guillotte** seconded by **Councilman Vaughan** 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:

COMPTROLLER

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2016.

**CONTRACT BETWEEN
THE CITY OF GAUTIER, MISSISSIPPI AND THE GAUTIER
FIREFIGHTERS ASSOCIATION, LOCAL 3290
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
A.F.L.-C.I.O.-C.L.C.**

PREAMBLE

The following contract, by and between respectively, the City of Gautier hereinafter referred to as City, and Local 3290, Gautier Firefighters Association, A.F.L.-C.I.O., hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the City of Gautier and such of its employees who are within the provision of this contract, in order that more efficient and progressive public service may be rendered; and further, to insure true collective bargaining between the parties hereto. This contract shall be interpreted in a manner consistent with State Laws and City Civil Service Rules and Regulations.

ARTICLE 1
PUBLIC EMPLOYEES

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2
RECOGNITION

A. The City hereby recognizes that the Union is the sole exclusive representative of all employees of the Fire Department, with the exception of the Fire Chief, Deputy Chief/Fire Marshal and the Department Secretary, for the purpose of collective bargaining with respect to wages, hours of work, and conditions for employment.

B. The City agrees not to discharge or discriminate against employees of the Fire Department because of Union membership or Union activities.

C. The Union agrees not to discriminate against any employee because he/she refuses to join the Union.

ARTICLE 3
EMPLOYMENT AND PROBATION

Refer to Civil Service Manual Rule 13.2 - The length of the probationary period may be established by the City Manager for each covered position for a period not to exceed one (1) year.

Rule 13.5 - If, in the judgment of the Civil Service Commission, hereinafter, "Commission" the best interest of the City would be served by further deferring a permanent appointment, the Commission may, upon its own resolution, defer such appointment for an additional period not to exceed ninety (90) days. Any such deferment and justification therefore shall be recorded in the minutes of the Commission.

ARTICLE 4
NO STRIKE CLAUSE

- A. The Union agrees there shall be no strike, slowdown, stoppage of work or any interference with the efficient management of the Fire Department.
- B. The City agrees in return that there shall be no "lockout" of the employees of the Fire Department.

ARTICLE 5
UNION RIGHTS
NEGOTIATION LEAVE

- A. Members of the Union Negotiation Committee who attend meetings between the City and Union for the purposes of negotiating the terms of a contract, at the time the employees are scheduled for duty, shall be on duty while attending such meetings.
- B. The members of the Union Grievance Committee shall be considered on duty while attending meetings between the City and the Union for the purposes of processing grievances, provided the employees are scheduled for duty at the time of the meeting.
- C. If on duty, employees whose presence is required at a grievance meeting or hearing shall be considered on duty while attending the meeting or hearing.
- D. If the City requires an employee to attend a meeting, the employee will be considered on duty for the purpose of attending the meeting.
- E. Meetings for the purpose of negotiating contracts or grievances with the city and requiring the City Manager involvement will be held at City Hall. General meeting of the Grievance Committee will be conducted at Central Fire Station. If City business interferes with a meeting being held at City Hall, then the meeting will be held at a place agreed upon by all parties involved.

- F. If there is any business pertaining to the Union to be brought up at City Council or Civil Service meetings, then the Union designees that are on duty shall be allowed to attend. They will respond from City Hall if necessary.
- G. Employees elected or appointed to Union office shall be granted reasonable time off without pay to conduct authorized Union business. Request for time off pursuant to this Article shall be submitted in accordance with the City's Leave Request Procedure. Permission for such time off may be granted as long as proper staffing levels are maintained, but permission for time off shall not be unreasonably withheld. Such time off shall not result in any extra cost to the City.
- H. The union shall annually receive a copy of the proposed budget prior to the adoption public hearing, by August 1st provided by the Fire Chief or Deputy Fire Chief/Fire Marshal.
- I. The Annual Performance Evaluation and Appraisal Form shall be completed for each fire department employee and submitted to the Human Resources Department by May 30th.

ARTICLE 6
MANAGEMENT RIGHTS

- A. It is understood that the management and direction of the working force are vested in the City Council as the employer, and the City Manager as the Administrator for the Council as authorized by Mississippi law and the applicable Civil Service Rules and Regulation.
- B. The City agrees to publish any new or modified work rules which effect compensation or policies within this agreement, and distribute proposed changes to the employees and the Union two (2) weeks prior to implementation. The Union retains the right to challenge the application or interpretation of new or modified rules through the grievance and arbitration procedure.
- C. The City Manager's duties and authority are delineated by Mississippi law.
- D. Seniority and layoffs will be governed by the Civil Service Rules and Regulations. The Fire Department is covered by Civil Service and is entitled to the protection of, and will adhere to, the Rules and Regulations thereof.

ARTICLE 7
GRIEVANCES AND PROCEDURE

- A. Any grievance or misunderstanding which may arise between the City and the Union or between the City and any Union member or members, concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Time limits at each level of the Grievance Procedure may be extended by mutual consent.
- B. The Union shall designate a three to five members Grievance Committee, one of whom shall be designated Chairman and another of whom shall be designated its Secretary.

Members of the Grievance Committee who are on duty shall be afforded time, as is necessary to attend the business thereof.

- C. Any firefighter, or group thereof, who has any complaint or grievance, may elect to utilize this procedure in the resolution thereof as it relates to union agreement matters. However, the existence of this procedure does not preclude the informal resolution of a grievance by other means and this procedure may be abandoned at any time by the complaining party or parties before initiation of a grievance through the procedures outlined below. A complainant shall attempt to resolve said grievance through the Chain-of-Command.

Step 1. The complaining party or parties electing this procedure shall do so by presenting their complaint to the Union Grievance Committee within thirty (30) days of occurrence. Those grievances not filled within the thirty (30) day time limit will be judged as non-meritorious. The Union Grievance Committee shall cause an investigation of the complaint to be made. If the complaint is determined not meritorious, the Committee Secretary shall present a written statement of rejection of the grievance to the complaining party together with the reasons therefore. If the complaint is determined meritorious, the Committee Secretary shall prepare a written statement of the grievance and present same to the Fire Chief. The Committee shall make a determination within ten (10) days (exclusive of weekends and holidays) of the presentation of a grievance to the committee. All grievances meritorious or not will be forwarded to the Chief.

Step 2.

- A. Within ten (10) days (exclusive of weekends and holidays) the Fire Chief shall rule upon any grievance presented to him. He may reject the grievance in whole or in part, or rule favorably thereon. A rejection, in whole or in part, shall be in writing with reasons for rejection ascribed and copies of said rejection being presented to the complaining party or parties and to the Grievance Committee Secretary, together with the written grievance statement originally presented to him. The complaining party or parties or Grievance Committee Secretary, may request a hearing on any grievance by written request to the Fire Chief upon presentation of a grievance to him, or upon written request therefore prior to the expiration of the time allowed for the Fire Chief's decision. The Fire Chief shall schedule such hearing within ten (10) days (exclusive of weekends and holidays) of the request thereof at a time convenient to all concerned. Fire Department Personnel shall have time off, with pay, for appearance at such hearings. After such hearing, the Fire Chief shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented.
- B. Within ten (10) days (exclusive of weekends and holidays) of receipt of a written rejection, an aggrieved party may appeal said rejection to the City Manager by presentation to him/her of the original written grievance statement, a copy of the Fire Chief's written reasons for rejection, and a rebuttal to the Fire Chief's report if desired.

Step 3. Within ten (10) days (exclusive of weekends and holidays) the City Manager shall rule on any grievance presented. He/She may accept, reject, or modify the Fire Chief's decision. He/She shall make a short written statement of his/her decision

and present copies thereof to the complaining party or parties and the Grievance Committee Secretary. The Grievance Committee Secretary may request a hearing on any grievance by written request to the City Manager upon presentation of a grievance to him/her, or upon written request therefore prior to the expiration of the time allowed for the City Manager's decision. The City Manager shall schedule such hearings within ten (10) days (exclusive of weekends and holidays) of the request therefore at a time convenient to all concerned. Fire Department personnel shall have time off, with pay, for appearance at such hearings. After such hearing, the City Manager shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented. Within ten (10) days of the City Manager's decision on a Step 3 grievance, any aggrieved party may serve notice of the appeal thereof to non-binding arbitration. Prior to arbitration, both parties agree to use the Federal Mediation Conciliation Services, Grievance Mediation Procedure, and that if no agreement is reached, the parties shall proceed to non-binding arbitration.

Step 4.

- A. It is hereby agreed that non-binding arbitration may be resorted to as the ultimate step in the Grievance Procedure. The result there obtained shall not be binding on the City, Union, and members thereof.
- B. Non-binding Arbitration shall be effected by forwarding a request of the Federal Mediation and Conciliation Service to nominate one principal and four alternates, all of whom shall be impartial persons qualified to act as arbitrators. The process of selecting the Arbitrator shall commence with the City striking the first panelist; then the Union will strike the second panelist; the City will strike the third panelist; the Union will strike the fourth panelist; and the remaining panelist shall be the arbitrator selected to decide the issue.
- C. The Arbitrator shall hear said dispute and determine the same in accordance with the published procedural rules of the American Arbitration Association. All written proceedings required in the first three steps of the Grievance Procedure herein outlined shall be turned over to the Arbitrator. The Arbitrator's decision shall not be binding.
- D. The cost of arbitration shall be borne one-half by the Union and one-half by the City.
- E. If either party to this Agreement refuses to submit to non-binding arbitration, the other party hereto may elect to regard such refusal as a complete and total breach of this Agreement and by written notice to such party terminate all its duties, responsibilities and liability under the terms hereof, and said Agreement shall be of no further effect.
- F. All grievances and proceedings therefore shall be timely dated. Failure to render a timely decision may be regarded as denial of the complaint. All decisions at whatever step shall be given immediate effect and be acted upon in a reasonable amount of time. Any Fire Department employee who processes a grievance,

appears at a hearing thereon, and who misses work because thereof, shall be paid as if he did not miss work. Grievance Committee members and any employee processing a grievance shall have access to all Fire Stations for the purpose of investigation of said offense.

ARTICLE 8
LIMITATION OF GRIEVANCES

It is the intention of the parties that grievances within the jurisdiction of the Civil Service Commission, as per Mississippi Code of 1972, Sections 21-31-1 et seq., are excluded from the purview of the Grievance Procedure outlined in Article 7, if such grievances can be fairly said to fall within the established jurisdiction of said Commission.

ARTICLE 9
CODE OF CONDUCT RULES AND DISCIPLINARY MEASURES

A. Employee Code of Conduct Rules and Disciplinary Measures are governed pursuant to The City of Gautier Employee Policy Handbook Section 41 Employee Conduct; and also Employee Disciplinary Measures Section 42; and Civil Services Regulations Rule 3.2. (Revision dates to the Employee Policy Handbook and Civil Service Regulations shall be updated and included in the appendix of this agreement.)

B. A copy of the Departmental Standard Operating Procedures shall be provided to all fire department employees.

C. Employee's Labor Relations Rights. Management and the Labor force will respect the rights of each group, and conduct themselves in a manner respectful of those rights as defined and explained under legislation and court rulings in the United States of America.

The City shall provide a copy of its Operating Guidelines to all Fire Department personnel.

ARTICLE 10
PROMOTIONS, REMOVAL, TEMPORARY DISCHARGE AND REINSTATEMENT

A. Matters related to promotion, lateral transfer, removal, temporary discharge and reinstatement shall be according to civil service rules and regulations.

Promotions. For considerations of promotion, written disciplinary action(s) related to job performance shall not be considered to the detriment of promotion for an employee if said disciplinary action(s) occur greater than three years prior to the posting of the vacancy.

All promotions within the Department shall be according to the City Civil Service Rules and Regulations.

ARTICLE 11
PERSONNEL FILE REVIEW

- A. It is agreed and understood by and between the parties of this Contract, that the City shall maintain a personnel file on each of the employees subject to this contract. It is further agreed and understood that Fire Department members and/or the Union shall have reasonable access to his/her personnel file, whether the same is a central file, a satellite file or otherwise, during reasonable business hours. The City agrees to maintain a log of the names, times, and dates of individuals who view, copy, or modify any Fire Department personnel files.
- B. It is further agreed that prior to either, a commendation or disciplinary action, being placed in an employee's personnel file, the employee shall be notified of the same in writing.

ARTICLE 12
SENIORITY

- A. Seniority shall be defined as the length of continued service of an employee with the City since the employee's most recent date of hire, or time in grade.
- B. Within ninety (90) days of the effective date of this agreement, the City will establish a department-wide seniority list by rank, showing the name, position, date of employment, and date of appointment to current rank. Upon establishing the seniority list, the City will provide a copy to the Union and Civil Service Commission.
- C. Retirement shall be in accordance with State law.

ARTICLE 13
COMPENSATION OF INJURED EMPLOYEES SAFETY

- A. **Compensation to Injured Employees.**
 - 1. Payment of Worker's compensation to all employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Mississippi State Worker's Compensation Law.
- B. **Safety Equipment Devices**

The City will provide proper and necessary safety equipment and devices for employees engaged in work where special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Employees who fail to use provided equipment or devices will be subject to disciplinary measures. The City will exercise due diligence in replacing badly worn or damaged safety devices. Safety issues will be

brought to the attention of the Fire Chief, in writing. Safety devices not sanctioned by the City will not be used without written permission from the Fire Chief.

C. Infectious Disease Control

In an attempt to control the spread of infectious disease and to maintain a healthier workforce, a program will be established to provide periodic testing for AIDS, Hepatitis, and Tuberculosis.

ARTICLE 14

RESIDENCY

- A. The City has no residency requirements. Should the city council require residency of city employees, the fire department will be exempt.

ARTICLE 15

EMPLOYMENT IN SECOND JOBS

- A. Employees who work on second jobs shall do so with the understanding that the Fire Department is their primary job and that such outside employment must not affect the employee's attendance, efficiency, and/or the reputation of the City.
- B. Employees, while working a second job, shall not use uniforms or equipment supplied by the City.
- C. Employees who take other employment must notify their immediate supervisor of their employment and the supervisor must inform the Fire Chief within twenty-four (24) hours.

ARTICLE 16

LEAVE OF ABSENCE

A. Sick Leave

- 1. Sick Leave shall be paid as follows:
 - A. Sick leave shall be earned by all employees. Upon completion of thirty days employment, a probationary employee may be granted sick leave with their shift supervisor's approval.
 - B. Sick leave shall be based on a full calendar month. Sick leave shall be granted to all members of the Fire Department. Sick leave shall be earned at a rate of six (6) shifts per year (twelve hours per month) of service with the Fire Department and shall be allowed to accumulate, with no maximum.

- C. A full-time employee shall earn twelve (12) hours sick leave for each month. Sick leave may not be used or paid until the employee shall have completed 30 days of continuous employment, except in the case of an on-the-job injury or, Funeral leave.
 - D. Requests for use of accumulated sick leave shall be made in accordance with the City's established procedures.
 - E. Upon separation/termination, no payment shall be made for unused sick leave.
2. Sick leave will be granted upon approval of the Fire Chief for the following reasons:
- A. Employee's health,
 - B. Employee's health while on vacation,
 - C. Medical, dental, or optical treatment which is necessary during working hours,
 - D. Quarantine due to exposure to contagious disease,
 - E. In connection with worker's compensation,
 - F. To care for members of his/her immediate family who are sick or require medical care, and

Sick leave shall be granted to regular full-time employees at the rate of eight (8) hours for each calendar month of service. Sick leave rates for Fire and Police Departments are as follows:

Fire Department: Shift personnel shall refer to Article 16, Leaves of Absence, Item A, Sick Leave of labor agreement between City of Gautier and Local 3290.

Police Department: All full-time employees shall earn eight (8) hours, ten (10) hours, or twelve (12) hours sick leave depending on the shift assigned.

Sick leave is not available for use until the end of the month following thirty (30) days of employment for employees of the Schedule 2080. Sick leave shall be charged in quarter-hour increments rounded to the nearest quarter hour on the employee's time sheet. Sick leave accrual during leaves of absence without pay will be on a pro-rata basis based on the number of hours worked during the month.

Sick leave is authorized for use by employees for absences due to personal illness or physical incapacity, sickness of an immediate family member, doctor or dental appointments for self or immediate family, FMLA covered absences, and requests for the employee's presence by immediate family, doctor or clergy due to family illness.

An employee desiring to use sick leave must notify his/her immediate supervisor of the illness no later than fifteen (15) minutes before the beginning of the work shift or as otherwise required by the applicable Department's Standard Operating Procedures. Failure to do so may result in denial of such paid leave and/or disciplinary action, including but not limited to termination of employment. The employee should also let the supervisor know when he/she expects to return to work.

Sick leave exceeding three (3) consecutive work days or three (3) scheduled shifts; must be confirmed by a qualified doctor's statement submitted to the supervisor after the third (3rd) consecutive day of absence. The doctor's statement must contain a statement that the employee is fit to return to work including any limitations the employee may have relating to their particular job classification; or a statement as to when the employee will be fit to return to work. A qualified doctor shall be defined as a duly licensed doctor of medicine, osteopathy or dentistry. If sick leave is not confirmed by a doctor's statement after the third consecutive day of absence, the employee may be placed on unpaid leave for the period of absence until the excuse is submitted or may be required to use vacation time for the absence. Employees who abuse sick leave will be subject to disciplinary action which may include but is not limited to termination. (See Sick Leave Abuse, Employee Policy Handbook).

Sick leave usage during an employee's last two (2) weeks of employment must be documented by a qualified doctor.

Unused sick leave shall accrue to the credit of each employee with no maximum and, subject to conditions and terms of the Public Employees Retirement System (PERS) or any other governing or applicable regulations or requirements, may be certified to PERS for retirement credit upon separation of employment. Sick leave cannot be cashed out or paid as money upon separation of employment.

2. Sick leave that is used on the "working day" before and/or sick leave used the first "working day" after an observed holiday; must provide documentation by a qualified physician. In lieu of a medical certificate, supervisors may allow a sworn affidavit from the employee which provides the circumstances of the illness. Information requests shall be processed in accordance with the official privacy policy of the City for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Bereavement leave is at the discretion of the Fire Chief and/or Deputy Fire Chief, pursuant to the city employee policy handbook.

3. Section 10/Bereavement Leave: Regular full time employees who have a member of his or her immediate family taken by death shall receive up to twenty four (24) hours off with pay as bereavement leave to arrange and/or attend funeral services. If additional time is necessary, it shall be taken as sick leave, with advance authorization by the Department Director. If sick leave is not available, it may taken as unpaid leave with advance authorization by the Department Director and approval by the City Manager for situations involving Department Directors. Employees who require time off due to the death of an immediate family member (in order to obtain bereavement leave) should immediately notify their supervisor and/or Department Director. Immediate family shall be defined as spouse, mother, father, mother-in-law,

father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. A current step-child, step-father, step-mother, step-father-in-law, or step-mother-in-law may also fall under this definition. An aunt, uncle, or cousin who is a dependent of or who resides in the household of the eligible employee, or over whom the eligible employee is a court appointed guardian or conservator, may also be treated as “immediate family” under this Section.

4. An employee making an intra-city departmental transfer will retain any unused sick leave to his credit.

5. Absence due to sickness or injury which extends beyond an employee’s sick leave and vacation leave is without pay. Employees who have exhausted their accrued leave may be eligible for donated leave in accordance with the city policy on Donated Leave in the Employee Handbook, Section 15.

B. Civil Leave

Pursuant to Employee Policy Handbook Section 11 Jury/Court Leave

Full-time employees who are required to participate in legal proceedings, legislative committees or quasi-judicial bodies, as a witness in response to a subpoena or other directive shall be allowed authorized leave with pay. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately so that arrangements may be made to cover the position.

Time away as a result of jury or court leave as set forth above will not affect vacation, sick leave or other leave accruals. The City will continue to provide health insurance benefits for the full term of the jury duty absence. Employees may retain any jury and mileage fees received. A copy of fees received should be submitted to the Human Resources Department for verification of dates served.

Employees are to return to work after jury duty, although no more than the regularly scheduled number of hours for both jury duty and work shall be required in any one (1) day. If excused as a juror on any given day, the employee is expected to contact his/her supervisor immediately and to report to work as instructed.

Employees who appear in court as a party or as a witness on behalf of any party whose action is not in furtherance of the City’s interests or official City business or that is unrelated to their official City duties without forced action of a subpoena or other legal document forcing attendance, shall not be paid for time away from work unless the employee elects to use accrued vacation time as approved by the employee’s supervisor.

Non-exempt employees who are subpoenaed will be paid for the time spent when required to attend Civil Service hearings.

C. Leave Without Pay

The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. It shall be incumbent upon the Fire Chief to weigh and determine each case on its own merits. Any leave of absence must have the approval of the City Manager. In each case the City shall make a reasonable effort to return the employee to his/her former position or a similar position of the same classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of six (6) months. The Fire Chief is required to adhere to the following practices:

1. He/she must submit personnel action forms placing employees on a leave of absence, without pay, for any period of leave which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of absence. Leave without accumulated sick time, and leave without pay for thirty (30) consecutive days or longer, will result in a corresponding adjustment of anniversary and classification dates.
2. An employee granted a leave of absence must keep the Fire Chief informed every three (3) months of his current activity (school, medical, military, etc.). In addition, the member must keep the Fire Chief advised of his current address at all times unless military duties restrict those abilities.
3. An employee, who attains either part-time or full-time employment elsewhere, while on an authorized leave of absence, is required to notify the Fire Chief in writing within three days of accepting such employment.
4. Failure to comply with items 2 and 3 above shall result in an employee being dropped from leave of absence status, in which case he must return to duty or be dismissed.
5. An employee granted a leave of absence shall contact the Fire Chief at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.
6. Failure to return to work at the expiration of the approved leave of absence shall be considered an absence without permission and grounds for dismissal.
7. No sick leave or annual leave shall be earned by an employee for the time the employee is on leave without pay.

Advanced Education Off-Duty

Permanent full-time employees shall be permitted to use personal vacation time, Kelly day, and/or swap time to attend advanced, off-duty on-campus classes with the approval of the Fire Chief.

Advanced Education On-Duty

Gautier recognizes the benefits of being the hometown of the Mississippi Gulf Coast Community College Jackson County Campus. On-duty firefighters shall be permitted to attend on-campus classes with the approval of the Fire Chief. Consideration shall be given based on seniority, merit, and shift manning.

D. Military Leave.

The City shall grant military leave in accordance with Section 33-1-21, et seq. Mississippi Code of 1972, and also Section 13 of city employee policy handbook.

E. Family Leave.

The City shall grant family leave as required by (FMLA) detailed in Section 12 of the Employee Handbook.

F. Union Leave of Absence.

1. Should a member become appointed or elected to a full time Union position, a Leave of Absence shall be granted for the duration of such appointment or elected position.
2. An employee on such leave of absence shall keep the Fire Chief advised of his current union position and current address.
3. An employee on such leave of absence shall contact the Fire Chief at least two (2) weeks prior to the expiration of the termination of the appointed position or elected position to facilitate the reinstatement process.
4. At the conclusion of said leave of absence, the City shall make a reasonable effort to return the employee to his or her former position or a similar position of the same classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of not less than six (6) months. After the expiration of the eligibility register, the employee must comply with the Civil Service Rules and Regulations pertaining to Competitive Appointments.
5. Seniority shall accrue during this leave of absence.

ARTICLE 17
HOLIDAYS

A. The following ten (10) days and such days as the City Council may designate shall be paid Holidays.

NEW YEARS DAY
MARTIN LUTHER KING/ROBERT E. LEE'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
NATIONAL MEMORIAL DAY
4TH OF JULY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
CHRISTMAS DAY

Official holidays are declared by the Governor of the State of Mississippi. The City will observe the holiday on the day declared by the Governor. The City Council shall recognize such holidays in the event that discretion is provided by the Governor.

Fire Department personnel who normally work shifts (212 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for each of the days set out above and any additional days approved by the city council as a holiday whether they work the holiday or not.

The Fire Chief will ensure that employees that are scheduled to work on a holiday will make every effort to work the holiday or make arrangements to cover the holiday in a manner that limits the amount of any additional costs to the city.

ARTICLE 18
VACATIONS

A. All paid vacation shall be computed as follows:

1. Employees with less than five (5) years of continuous service shall earn twelve hours, paid vacation, per month of service in the Fire Department. Twelve (12) hours of vacation time per month shall equate to six (6) workdays per year. Vacation time cannot be used, except in the case of a on the job injury, until the employee has completed one year of service.
2. Employees with five (5) years through but less than ten (10) years of continuous service shall be given nine (9) workdays with pay per year. This will equate to eighteen (18) hours per month and shall accrue monthly.
3. Employees with ten (10) years of continuous service shall be given twelve (12) workdays with pay per year. This will equate to twenty-four (24) hours per month and shall accrue monthly.

- B. Employees shall have the right to select their vacation dates in accordance with seniority and with approval by the Fire Chief / Deputy Fire Chief to ensure levels of service will not be negatively impacted.
- C. Employee's approved vacation shall not be canceled because of city business except in cases of natural disaster.
- D. Upon termination of employment, after one (1) year of continuous service, each employee shall be paid for not more than 240 hours of accumulated vacation. Unused vacation in excess of 240 hours shall be counted as creditable service for the purposes of the retirement system as provided in sections 25-11-103 and 25-13-15, MCA.
- E. Vacation benefits for 40 hour per week employees (covered by this contract) shall be the same as for other 40-hour City employees.
- F. In the event of an employee's death (while in the employment of the City as covered in this Agreement) the employee's beneficiary as designated by the employee shall receive an amount equal to the product of the number of vacation hours accumulated at the time of the employee's death times the hourly rate of pay of the employee at the time of his death not to exceed 240 hours.

ARTICLE 19
DEATH OF AN EMPLOYEE

In the event of the death of a City employee, all accrued wages due, shall be paid to the person's beneficiary in accordance with state-law and city policy.

ARTICLE 20
UNION COMMUNICATIONS AND MEETINGS

- A. The City shall permit the use of the bulletin (cork and chalk) boards located in the respective firehouses by the Union for the posting of notices concerning the Union business and activities.
- B. All such notices shall be signed by one or more of the Union Officers. The Union shall be allowed the use of the South Fire Station or the classroom at Central Fire Station for its regular and special meetings so long as those meetings do not interfere with other scheduling. The place of the meetings will be decided by the Union Officials.

ARTICLE 21
INSURANCE

The City will pay per month, for insurance coverage on the City's Group Cafeteria Insurance Plan for each of the Fire Department members, upon the employee's request.

- A. Nothing in this article will prevent the City Council from paying a higher amount should they so desire.
- B. If the City should elect to raise this amount for other employees, not covered by this Contract then, the City shall also increase the amount for the employees covered under this Contract.
- C. Significant changes to insurance policies, such as rate increases and changes in coverage will be provided to the Fire Union two weeks prior to city council consideration.
- D. In the event that the city council shall appoint an insurance committee, the Fire Department Union President or his/her designee, shall be an appointed member.
- E. The City shall follow HIPAA in regards to all employee medical information and medical administrations related to the health care plan.

ARTICLE 22
UNIFORMS AND OTHER EQUIPMENT

- A. In addition to the present uniform allowance, each employee of the Fire Department shall be reimbursed for replacement of personal effects that have been damaged or lost in performance of duty.
- B. Uniforms shall be purchased once a year and/or as needed and shall consist of uniforms for job performance as deemed necessary by the Fire Chief and budgeted. The minimum uniform allowance shall consist of boots, duty pants, duty belt, duty shirt, duty t-shirt, jacket. Additional uniform items may be issued based on assignment and need, at the discretion of the Fire Chief and/or Deputy Fire Chief/Fire Marshal.
- C. A new employee shall be furnished one (1) pair of safety type fire boots, one (1) pair of turnout pants, one (1) turnout coat, one (1) fire helmet, one (1) pair of gloves, one (1) pair of suspenders, one (1) PBI or NOMEX hood, and one (1) pair of coveralls, (coveralls are optional). The above articles shall be replaced by the City as the need arises.
- D. The Fire Chief shall establish and maintain an officer, and rank and file committee of equal representation to make recommendations to the Fire Chief on firefighting uniform equipment, gear, and procedures. This committee shall make non-binding recommendations in an effort to promote communication and safety between management and suppression personnel.

ARTICLE 23
OUT OF RANK PAY

- A. Employees shall receive compensation for any higher rank in which they may serve at a flat rate of \$25.

- B. This, out-of-rank pay would be paid only for a consecutive 24-hour shift, and no hours greater or shorter than a full 24-hour shift, at a flat rate of twenty-five dollars (\$25) irrespective of rank.
- C. Every attempt shall be made to fill shift vacancies with firefighters of comparable rank. In instances where this is not possible, positions working up are preferable.
- D. In instances when a senior ranking officer fills a subordinate's shift vacancy, the senior ranking officer is accountable to his promoted rank, both related to responsibilities and compensation.
- E. The process for determining which fire fighters shall work out-of-rank shall be based on seniority, and time in grade.

ARTICLE 24
HOURS WORKED – OVERTIME

- A. Fire Department personnel are normally scheduled to work 24 hours on duty and 48 hours off duty, for each 28-day work period. The City Council of Gautier sets operation hours for city services, pursuant to state law. Changes to fire department operation hours shall be provided to Local 3290 two weeks prior to City Council consideration.
- B. Kelly Days. The fire department work schedule is defined as twenty four hours on/forty-eight hours off schedule, with a Kelly day every 28 day cycle.
- C. Additionally, any employee in excess of 212 actual-hours-worked (which excludes vacation, sick leave, and holiday pay) during any 28 day work period, shall receive overtime pay at the rate of one and one-half times the regular rate of pay.

ARTICLE 25
MINIMUM WORK FORCE

- A. Fire Department strength shall not be reduced to provide protection service for any private person or organization.
- B. Company strength of the Fire Department shall not be reduced to do any service of any kind for private persons or organizations, e.g. political rallies, private parades and private fundraisers.
- C. Fire Department strength shall be maintained at a minimum of nine people per shift.
- D. Fire Department assets may be utilized in City sponsored functions.

- E. A mandatory overtime procedure will be established to ensure that at no time does the minimum manning level fall below nine (9) people per shift on duty, and shall be administered by the shift supervisor, and shall become **APPENDIX OT**.
- F. A part-time firefighter program will be established to ensure that at no time does the minimum manning level fall below nine (9) people per shift on duty, in instances where the overtime budget cannot accommodate section E, above.
- G. At no time shall the fire department overtime budget consist of less than 3.5% of the fire department's annual salary budget (including benefits). By March 1st of the fiscal year, should the overtime budget exceed 55%, the part-time firefighter program (Section F) shall be implemented.

ARTICLE 26
FIRE STATIONS

- A. The City shall furnish fire stations with household supplies and goods such as furniture, beds, linens, blankets, kitchen equipment appliances, cooking utensils, paper toiletries, television, exercise equipment, and internet access (for training purposes). A furniture allowance of two thousand dollars (\$2,000) shall be budgeted annually, to accommodate a minimum bedding replacement schedule, at the discretion of the Fire Chief and/or Deputy Fire Chief/Fire Marshal with input pursuant to Article 22, Section D, Firefighting Equipment, Uniform and Gear Committee.
- B. Fire Department members shall furnish their own food while on duty.
- C. The City shall structurally maintain and repair all Fire Stations and all fixed appliances therein, other than routine maintenance now being performed (as listed in Dept. Standard Operating Procedures).
- D. All employees shall be encouraged to perform station maintenance within the scope of their abilities.

ARTICLE 27
CALL BACK

- A. Any employee who is called during off duty hours to report to work shall be given two (2) hours work and shall be paid a minimum of two hours per call out.
- B. In the event of exigent conditions, as determined by the shift supervisor, he shall have the authority to call in adequate staffing to mitigate the situation. The Fire Chief or Deputy Chief/ Fire Marshal shall be notified within twenty-four (24) hours.

ARTICLE 28
WAGES

- A. The basic salary for twenty-four (24) hour Fire Department personnel shall be as set in the attached APPENDIX PAY RANGE.
- B. Management shall be defined as Captains and the Deputy Chief and Fire Chief for the purposes of this Wage Article. Salary increases (not the salaries themselves) for these positions shall be congruent.
- C. Longevity Pay. In the event that the city budgets longevity pay for employees, the fire department shall receive equal benefit of the longevity pay policy.
- D. Promotional Pay Adjustment. Upon promotion, an employee shall receive a 5% pay adjustment and placement on the corresponding grade for the position.
- E. Performance-Based Raise Program. The Fire Department, the Equipment, Gear and Procedures Committee (pursuant to Article 22 Section D) and the HR Department, shall cooperatively draft a Performance-Based Evaluation and Appraisal Form for submittal to the Gautier Civil Service Commission, specific to department duties and expectations. Employee raises shall be based on satisfactory employee performance, as determined by the shift supervisor and Deputy Chief and as approved by the City Manager.
- F. The public safety performance-based raise program shall be calculated from the established public safety millage, which shall annually be set at such a rate as to ensure, with all probability, a valuation no less than 1.5% times one hundred and ninety-five thousand dollars (\$195,000). The city council shall annually budget fire department employee raises as a 1.5% lump sum of the eligible departmental base salary compensation.
- G. Public safety millage. In 2014, the Gautier City Council established a Public Safety Millage for public safety compensation. The base year valuation generated \$197,810.
- H. The Human Resources Department shall conduct a coast-wide salary survey for fire departments at a minimum of every three years.

ARTICLE 29
HOURS OF WORK

- A. The hours of duty shall be twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, except in major emergency.
- B. The normal time for employees to report on duty shall be 7:00 A.M., except in case of emergency as approved by the City Manager, Fire Chief, Deputy Chief/Fire Marshal or City Council.
- C. One twenty-four (24) hour shift on duty shall be called one day.

ARTICLE 30
SAVINGS CLAUSE

In the event any provisions of this Agreement shall be held to be invalid, unconstitutional, or unenforceable by any final adjudication of any Court of law, then that provision, or provisions, shall immediately be considered null and void, and the remainder of the Agreement shall not be affected thereby but shall continue in full force and effect. Further, in the event that the Attorney General of the State of Mississippi renders an opinion that any provision of this Agreement is invalid, unconstitutional, or unenforceable, then the adherence to that provision or provisions shall be abated or suspended, until any Court of law renders a final adjudication on that provision.

ARTICLE 31
CITIZEN COMPLAINTS

- A. A Citizen's complaint against a firefighter that may result in a disciplinary action must be made in the form of a sworn Affidavit. This citizen's complaint affidavit form will also include a warning that a false statement may subject the affiant to civil liability.
- B. In the event a non-criminal complaint is made against any employee in which an internal investigation is warranted, the accused member shall be notified in writing of the investigation prior to the initiation of said investigation. Before any disciplinary action is taken, there shall be a meeting consisting of the Fire Chief, the member, his immediate supervisor, union representative, a legal representative of the employee's choosing, and the person making the complaint in order for the complaint to be heard. If the person making the complaint refuses to attend the hearing, the complaint shall be expunged.
- C. In addition, before any written complaint, employee notice, or warning is placed in an employee's file, it shall be reviewed by the Fire Chief and the employee.

ARTICLE 32
TUITION

The City may pay tuition for job-related educational courses provided these conditions and guidelines are met and followed:

- 1. The course must be approved by the Fire Chief and the City Manager prior to enrollment.
- 2. The course must be job-related and in the best interest of the City.

3. The City shall reimburse the employee for tuition only after completion of the course and with the following proof of grades:
 - a. A grade of “A” – 100%
 - b. A grade of “B” – 80%
 - c. A grade of “C” or pass on a pass fail basis – 70%
 - d. All grades less than “C” – 0%
4. No employee shall be eligible for reimbursement for more than one course per semester. No duplicate payments shall be made, e.g. Veteran’s Administration, Pell Grants, etc.
5. Only full-time permanent employees are eligible for tuition reimbursement. Employees must attend classes during off-duty hours, unless approval is obtained from Fire Chief.
6. No authorizations for reimbursement shall be made for more money than is allocated by the City by budget line-item educational reimbursement.
7. The union shall annually receive a copy of the proposed budget prior to the adoption public hearing, to inform employees of tuition funding.

ARTICLE 33
INCIDENT LEAVE

Permanent full-time and probationary full-time employees shall be granted Incident Leave with full pay, and without loss of sick leave or vacation leave, not to exceed five (5) consecutive scheduled work shifts, upon request by the member and approval of the Fire Chief and/or Deputy Chief/Fire Marshal. This may be extended by two (2) more consecutive work shifts.

The extended shifts require Fire Chief’s approval. The Incident Leave shall go into effect in the event an employee becomes involved in an incident that results in death or serious bodily injury of a co-worker.

- A. An employee who is directly involved in an incident, which results in the death of a co-worker, shall be granted the full five (5) consecutive work shifts under the above outlined incident leave with the option of requesting two (2) additional consecutive work shifts.
- B. An employee covered under Section A. who remains away from work for more than two (2) work shifts will be required to visit a psychologist or a psychiatrist for a minimum or five (5) counseling sessions. The counseling sessions may be extended to ten (10) sessions at the request of the employee, or the counselor, and upon approval of the Fire Chief. The City agrees to pay any portion of the fees not covered by Insurance for each counseling session attended by the employee.
- C. An employee who is indirectly involved in the death of a co-worker whom he/she is assisting shall be covered under Section A but with a maximum of three (3) consecutive work shifts. The employee shall have a minimum of three (3) voluntary counseling

sessions, not to exceed a maximum of six (6) sessions. That portion of the voluntary counseling session fees not paid by Insurance will be paid by the City.

- D. An employee who is directly involved in the serious bodily injury to another person, as a result of the employee's actions, shall be covered under Section B upon approval of the Fire Chief.
- E. All employees are covered under this Article, whether they are on duty or off duty, provided the incident is job related.
- F. All employees shall be afforded the opportunity of being assigned to light duty for a maximum of ten (10) work shifts in addition to counseling.

ARTICLE 34
TRAINING

The City and the Union are in agreement that it is in their best interest to have as many employees as possible participate in professional and educational training courses whenever they are available.

- 1. The Fire Chief shall arrange all emergency services courses and training programs in such a manner as to meet the minimum standards as set forth by the State of Mississippi. The Fire Chief shall make every effort to ensure everyone is given equal opportunity for training.
- 2. Whenever an employee is attending emergency service courses or training programs outside their regularly scheduled hours, he/she will earn wages at their usual rate so long as the expenditure is afforded within the annual fiscal budget.
- 3. The Fire Chief shall post on the bulletin boards announcements of all courses to be given, whether they are compulsory for a segment of the staff, prerequisites to promotion or improved assignment, or optional for the purpose of improving the professional standing of the Firefighter or Department. All eligible members shall have an opportunity to bid for the prerequisite and optional courses.
- 4. Training will be consistent with any and all city, state, and federal requirements. Personnel shall not be exposed to situations they have not received training for, without adequate trained staff present to ensure safety at all times.

ARTICLE 35
DUES CHECK OFF

- A. The City agrees to deduct Union dues from the earned wages of each employee covered by this agreement in such amount as deemed by the Union and certified to the City by the Secretary, Treasurer and President of the Union provided that such deduction shall be

made from the employee's wages only when authorized by him/her on an appropriate form; a copy of which must be submitted to the Finance Department.

- B. The authorization for payroll deduction shall become effective on the next payroll date occurring after the receipt of the authorization for the payroll deduction by the Finance Department.
- C. All money deducted by the City, in accordance with paragraph 1 of this article, shall be mailed/delivered monthly to the Treasurer of the Union.
- D. The authorization for payroll deduction shall be revocable by the affected employee at any time by giving the City and Union written notice by certified mail or hand delivered at least thirty (30) days prior to the effective date of revocation. The revocation shall be signed by the affected employee and shall be sent to the Finance Department of the City and to the Secretary, Treasurer, and President of the Gautier Firefighters Association.

ARTICLE 36
ENTIRETY OF CONTRACT

This instrument contains the entire Agreement between the City and the Union and no statement, promise or other inducement made by the parties hereto which is not contained in this written Contract, shall be valid or binding; and this Contract may not be enlarged, modified or altered, except upon written agreement of the parties hereto.

ARTICLE 37
DURATION OF AGREEMENT

This contract is set from date of execution until its eight (8) year anniversary, at which time the contract shall automatically renew every six months, for a duration of six months until the new agreement is adopted.

Intent to Proceed With Modification Clause. If either party wishes to modify this agreement then they shall notify the other in writing two weeks prior to initial joint meeting. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination day of this Agreement and both parties hereby agree to meet as often as necessary and to use all good faith toward the satisfactory negotiation or modification of this Agreement. This Agreement shall remain in full force and effect until a new agreement is signed.

City Council Obligations. Pursuant to Mississippi State Law, an elected body shall not financially bind the next. However, the City of Gautier will, in good faith, make all efforts to honor this agreement which represents an employee succession plan in order to maintain adequate levels of fire service.

ARTICLE 38
SIGNATURES

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto during the period aforesaid.

IN WITNESS WHEREOF, the parties hereto have set their hands

This the _____ day of _____, 2016

By: _____
Mayor

By: _____
City Manager

**GAUTIER FIREFIGHTERS ASSOCIATION
LOCAL 3290 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
A.F.L.-C.I.O.-C.L.C**

By: _____
President Local 3290

By: _____
V. President Local 3290

By: _____
Secretary Local 3290

APPENDIX OT

Procedure for: Mandatory Overtime

The following shall be the procedures for ensuring that the minimum manning level established in this collective bargaining agreement is met. The shift supervisor shall be responsible for administering this policy and ensuring its full compliance.

All firefighters will be assigned a date for mandatory overtime, starting with "A" Shift working through "C" Shift and will be assigned in order of seniority beginning with the most senior person. The firefighter will be responsible for the mandatory overtime coverage on their assigned day regardless of length or when the overtime is to begin.

When overtime occurs, the firefighter assigned the mandatory date shall have the option to work the overtime or choose to find a replacement willing to cover the overtime. If no one accepts the overtime voluntarily then the assigned firefighter shall work the overtime.

If multiple overtime openings occur, the firefighter assigned for the following date will be moved to the mandatory slot. This procedure shall remain the same with mandatory assignments awarded in order down the assigned date listing. If multiple assignments occur, all firefighters after the first mandatory assignment will remain in their assigned placement on the mandatory overtime schedule.

Any firefighter assigned a mandatory overtime date may transfer the assignment to another firefighter who agrees to cover the assignment by written agreement. **(See shift swap form)**

The shift supervisor must not dismiss his shift until the relieving shift has a sufficient number of personnel as dictated in Article 25 titled "Minimum Work Force" within this agreement.

When firefighters are scheduled for authorized leave of any kind, (i.e. Vacation, Kelly Days, Training, or Sick Leave), their leave is considered to start at the end of the last regular work day and as such they are excused from mandatory overtime.

The shift supervisor must not dismiss his shift until the relieving shift has a sufficient number of personnel as dictated in Article 25 titled "Minimum Work Force" within this agreement.

When firefighters are scheduled for authorized leave of any kind, (i.e. Vacation, Kelly Days, Training, or Sick Leave), their leave is considered to start at the end of the last regular work day and as such they are excused from mandatory overtime.

**Appendix
Wage
FIRE DEPARTMENT
PAY RANGES (2496 HOURS)
APPROVED (XX/XX/XXXX)**

GRADE 9 UNCERTIFIED

Hourly	\$9.00	\$9.50
Annual	\$22,464.00	\$23,712.00

GRADE 10 FIREFIGHTER

Hourly	\$10.75	\$18.00
Annual	\$26,832.00	\$44,928.00

GRADE 11 LIEUTENANT

Hourly	\$13.00	\$21.00
Annual	\$32,448.00	\$52,416.00

GRADE 12 CAPTAIN

Bi-Weekly	\$1,435.20	\$2,304.00
Annual	\$37,315.20	\$59,904.00

Promotions: 5% increase and place on new grade

Tabled Business Agenda Item #2 - Consideration of a citizen's request to name a certain segment of Highway 57 in the City of Gautier , Mississippi in honor of the deceased, Mr. Charles Lamb.

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

ORDER NUMBER 055-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of \$8,302.99 from Friends of Shepard volunteer group for improvements at Shepard State Park is hereby authorized.

IT IS FURTHER ORDERED that the donation from Friends of Shepard volunteer group is in the best interest of the City of Gautier.

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:

COMPROLLER

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2016.

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

ORDER NUMBER 056-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to submit an amended application to the Mississippi Department of Marine Resources to transfer funds from the Graveline Bayou Restoration Project (FY2014-P401-6GA) for the Shepard Park Welcome Center Project 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 Colledge** and the following vote was recorded:

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

NAYS: **None**

ABSTAINED: **Hurley Ray Guillotte**

MAYOR

ATTEST:

COMPTROLLER

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants and Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: March 8, 2016
Subject: Councilman Johnny Jones request - 2014 Tidelands Amended Application for Graveline Bayou Restoration Project (FY2014-P401-6GA)

REQUEST:

Per the request of Ward 1 Councilman Johnny Jones, the Economic Development and Planning Department requests City Council authorization to submit an amended application to the Mississippi Department of Marine Resources to transfer funds from the Graveline Bayou Restoration Project to the Shepard State Park Welcome Center Project.

BACKGROUND:

On December 2, 2013, the City of Gautier received notification from the Department of Marine Resources approving a FY2014 Tidelands grant award in the amount of \$250,000.00 for the Graveline Bayou Restoration Project. Funds were allocated to be spent on a sand transport study/permits for dredging (\$20,000) and for a recreational pier at the foot of Graveline Road (\$230,000).

DISCUSSION:

Councilman Johnny Jones has requested that the Economic Development & Planning Department submit an amended application to DMR to transfer the remaining funds from the portion of the Graveline Bayou Restoration Project allocated for the recreational pier (FY2014-P401-6GA) to the Shepard State Park Project (FY15-P501-16GA) to be used for the log cabin relocation and renovations. Funds requested to be reallocated are approximately \$205,000 pending reconciliation of outstanding consulting invoices.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize amending the FY2014 Tidelands grant application as summarized above.

City Council may:

1. Approve submission of an amended application for FY2014 Tidelands funding as requested by Councilman Johnny Jones; or
2. Not approve submission of an amended application for FY2014 Tidelands funding and leave funds in the current Graveline Bayou Restoration Project.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 057-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of a grant application to the Public Access Grant Program for improvements to the City Park Boat Launch is hereby authorized.

IT IS FURTHER ORDERED that the grant requires a 25% match (\$65,300), which could be covered by Tidelands.

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:

COMPTROLLER

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 15, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning Dept.
Date: March 7, 2016
Subject: Public Access Grant Program Application

REQUEST:

The Economic Development and Planning Department requests authorization to submit a grant application to the Public Access Grant Program for improvements to the City Park Boat Launch.

BACKGROUND:

The Public Access Grant Program is funded through the U.S. Department of Interior Fish and Wildlife Service and administered through the Mississippi Department of Marine Resources. This grant provides funding for improved public access to water. The grant requires a 25 percent match, which could be covered by Tidelands.

DISCUSSION:

The department proposes a grant application for boat launch, dock and bulkhead improvements at City Park, as well as the construction of a floating kayak launch that is handicap accessible. The existing boat launches, surrounding dock areas, and adjacent wooden bulkhead are aging and showing signs of significant deterioration and damage. The total project is estimated to cost \$255,610. If approved, the grant would provide \$190,310, and the City match would be \$65,300.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize submission of a Public Access Grant Program application for improvements to the City Park Boat Launch.

The City Council may:

1. Authorize submission of a grant application for the Public Access Grant Program as outlined above; or
2. Authorize submission of a grant application with changes, or
3. Not approve submission of a grant application for 2016.

ATTACHMENT(S):

Application

JACKSON COUNTY

Public Access Grant Program

U.S. Department of Interior
Fish and Wildlife Service

FY 2016

City Park Boat Launch Improvements

For the

City of Gautier

Public Access Grant Program

Application Project Summary

TITLE: City Park Boat Launch Improvements	NUMBER:
APPLICANT: City of Gautier	CONTACT: Rhonda Price PHONE: (228) 523-4150
TOTAL COSTS: \$255,610	SPONSOR MATCH: 25% Minimum by City of Gautier
FUNDS REQUESTED: \$190,310	MATCH (In Kind): \$65,300

Project Description:

The City of Gautier proposes to improve the existing public boat launch facilities at George Martin City Park and add extra amenities for public use. The two boat launches are located on a small unnamed bayou extending south from Mary Walker Bayou. The facilities are very popular among boaters across Jackson County and see heavy boat traffic. Eco-tour boats also utilize this boat launch frequently. The existing boat launches, surrounding dock areas, and adjacent wooden bulkhead are aging and showing signs of significant deterioration and damage. This poses a safety risk to launch users, eco-tourists and the visiting public.

The objective of the project is to facilitate safe public access to the City Park boat launches and to add at least one accessible floating kayak launch. The facility currently has no designated kayak launch, but public demand for such amenities is increasing as the number of kayak users increases in Jackson County and Gautier.

Refurbishment of the launches, docks and bulkhead will allow safe and convenient access for this busy public facility. From this boat ramp, residents and visitors will be able to enjoy all of the recreational and scenic opportunities that this part of Jackson County has to offer.

Gautier is located at 30.38885 N, 088.63986 W. According to the United States Census Bureau, the city has a total area of 32 square miles. The population was 18,572 at the 2010 census.

Scope of Work:

The goal of this project is to improve the existing public boat launches and docks by removing the deteriorated or damaged components that have exceeded their design life. The scope of the project will include removing and replacing the two existing deteriorated boat launches; removing and replacing the existing deteriorated boat dock decking and deck structure; removing and replacing the deteriorated wooden bulkhead; and, adding an accessible kayak and canoe launch as well as an accessible route to the dock area.

The existing boat launches have developed cracks, surface defects, and changes in the grade over the years of excessive use. These launches will be removed and replaced with new reinforced concrete launches over an aggregate base. The concrete launches will be provided at the standard design slope or grade. The launches will also be finished with a nonskid surface to improve vehicle traction during launching.

The existing weathered and deteriorated decking along the boat launches and dock areas will be removed. Any deteriorated, damaged, or defected framing members will also be removed. All materials removed will be replaced with pressure treated commercial grade wood secured with stainless steel screws, straps, and galvanized bolts. The docks will include appropriate signage engraved into the deck boards limiting usage to docking and launching of boats, personal watercraft, kayaks, and other such water vessels.

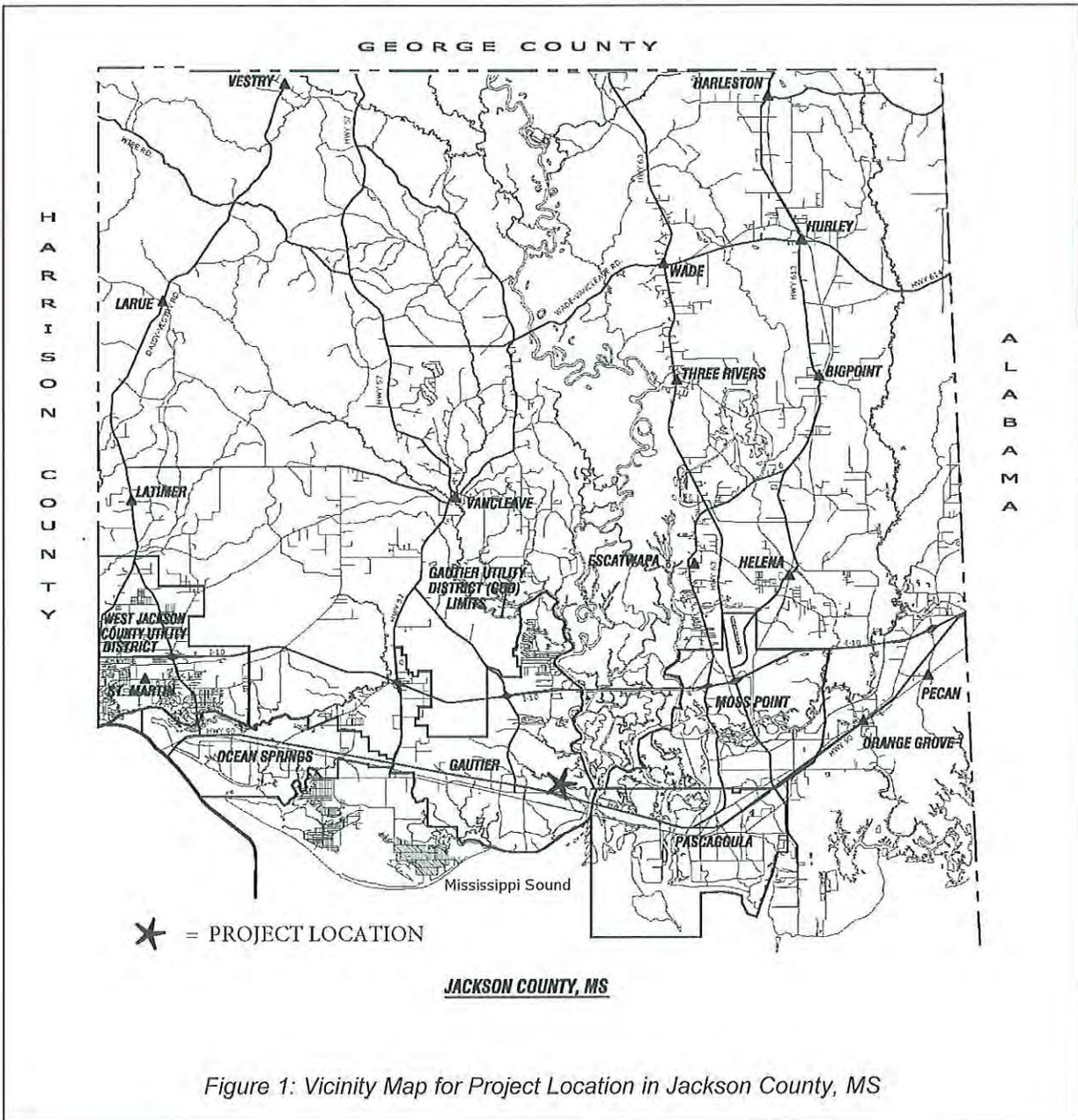
The existing wooden bulkhead will be removed and replaced with a durable vinyl bulkhead system. The vinyl materials will provide years of support without experiencing deterioration common to wooden bulkheads. The new bulkhead will be installed in the same footprint as the removed bulkhead. The top of the bulkhead will be connected to the dock structure to provide additional lateral support along the docks. The bulkhead will also provide a barrier around the dock and launch areas to avoid scour from maneuvering powered vessels while helping maintain the water depths in the docking area.

A kayak and canoe launch is in great demand at the project site with the increased interest in eco-tourism and close proximity to the marsh for fishing and bird watching. The proposed launch will be an accessible floating launch made of durable materials. Signage will also be provided.

With the exception of the kayak launch, all new components of this project will be replaced or reconstructed in the same footprint as the materials being removed. In addition, no dredging is anticipated to be required and no timber piles are anticipated to be replaced.

Location Information:

The project is located in City Park which is located in the City of Gautier, Jackson County, Mississippi, at 914 De La Pointe Drive. The project is located on a small unnamed bayou extending south from Mary Walker Bayou. Mary Walker Bayou provides direct access to the East Pascagoula River that flows into the Mississippi Sound. The following Figures 1 and 2 provide vicinity maps of the approximate location of the project within Jackson County and the City of Gautier, respectively.



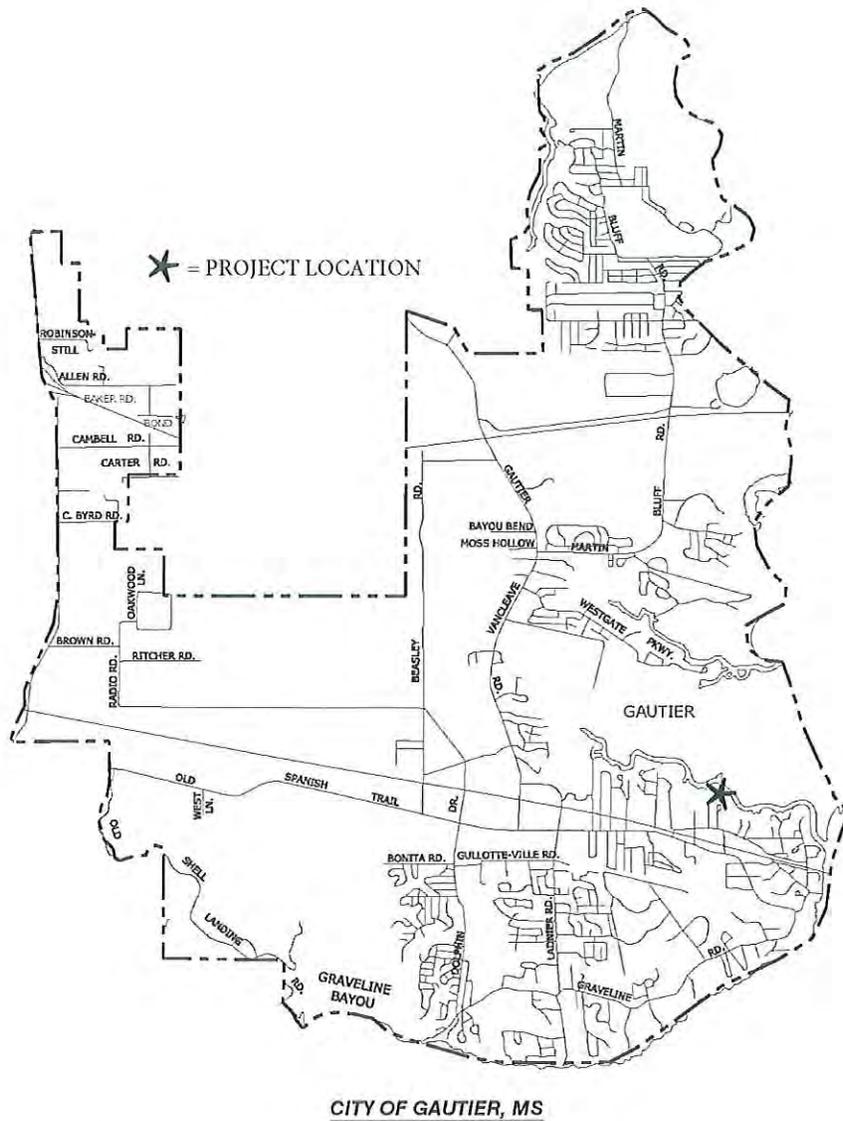


Figure 2: Vicinity Map for Project Location in City of Gautier, MS

Scope (Timeline):

The following is an estimated timeline based on the scope of services to be offered.

Site Survey	2 to 3 weeks
Tidelands Lease	1 to 2 weeks
Environmental Permitting	3 to 4 months
Preparation of Construction Documents	2 to 3 months
Review and Finalize Bid Package	2 to 4 weeks
Advertise and Receive Bids	1 to 2 months
Construction	4 to 6 months

Permits Anticipated:

Environmental Permit
Building permit

*Attach design drawings and photos of project area



Proposed Project Limits and Location of Docks and Launches



Project Site Looking North Towards Mary Walker Bayou



Aerial of Project Site Looking South Towards from Mary Walker Bayou



Proposed Floating Accessible Kayak Launch

Budget Estimate

The probable budget estimate presented is to be considered preliminary in nature. Final costs cannot be estimated until a detailed survey has been completed, actual conditions verified, and a formal design prepared. However, these costs have been prepared based on information available at the current time. The budget estimate is based on several resources in an attempt to reflect current costs. Bids and quotes received from contractors for past projects of similar scale and scope have also been used to supplement published cost estimating reference data. Due to the preliminary nature, the estimate should be considered subject to change based on the construction environment at the time of bid and as knowledge of actual site conditions progress.

BUDGET ESTIMATE FOR CONSTRUCTION					
Item Number	Description	Units	Qty.	Unit Price	Amount
1	Mobilization/Demobilization	LS	1	\$ 12,000.00	\$ 12,000.00
2	Erosion sediment control	LS	1	\$ 2,500.00	\$ 2,500.00
3	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00
4	Temporary silt fence	LF	150	\$ 7.50	\$ 1,125.00
6	Sawcut existing concrete approach slab	LF	100	\$ 2.50	\$ 250.00
7	Demolition of existing concrete boat launches	SY	140	\$ 30.00	\$ 4,200.00
8	Demolition of existing concrete approach slab	SY	240	\$ 25.00	\$ 6,000.00
9	Demolish existing dock decking and framing	SF	1250	\$ 7.50	\$ 9,375.00
10	Demolish existing wooden bulkhead	LF	160	\$ 12.50	\$ 2,000.00
11	Excavate for boat launch improvements	LS	1	\$ 5,000.00	\$ 5,000.00
12	Provide geotextile fabric	SY	300	\$ 4.00	\$ 1,200.00
13	Aggregate base under concrete launches	SY	300	\$ 22.00	\$ 6,600.00
14	Provide improved concrete launches	SY	140	\$ 95.00	\$ 13,300.00
15	Provide improved concrete approach slab	SY	167	\$ 105.00	\$ 17,535.00
16	Provide improved concrete sidewalks including accessible route	SY	67	\$ 45.00	\$ 3,015.00
17	Provide vinyl sheetpile bulkhead system	LF	160	\$ 250.00	\$ 40,000.00
18	Provide new dock framing	LF	226	\$ 85.00	\$ 19,210.00
19	Provide new dock decking	SF	1,360	\$ 10.00	\$ 13,600.00
20	Provide accessible floating kayak launch	LS	1	\$ 50,000.00	\$ 50,000.00
21	Provide solar lighting at docks	EA	2	\$ 5,700.00	\$ 11,400.00
SUBTOTAL FOR CONSTRUCTION:					\$ 221,310.00
BUDGET ESTIMATE FOR PROFESSIONAL SERVICES					
1	Survey	LS	1	\$ 3,500.00	\$ 3,500.00
2	SOS Tidelands Lease	LS	1	\$ 1,500.00	\$ 1,500.00
3	Environmental Permitting	LS	1	\$ 6,000.00	\$ 6,000.00
4	Preparation of Construction Documents and Bid Phase Services(7.5%)	LS	1	\$ 16,600.00	\$ 16,600.00
5	Construction Administration (3% of Construction Cost)	LS	1	\$ 6,700.00	\$ 6,700.00
SUBTOTAL FOR PROFESSIONAL SERVICES:					\$ 34,300.00
TOTAL BUDGET ESTIMATE:					\$ 255,610.00

MATCH 25% OF PROJECT COST (\$63,903)					
1	Demolish existing wooden bulkhead	LF	160	\$ 12.50	\$ 2,000.00
2	Provide vinyl sheetpile bulkhead system	LF	160	\$ 250.00	\$ 40,000.00
3	Preparation of Construction Documents and Bid Phase Services(7.5%)	LS	1	\$ 16,600.00	\$ 16,600.00
4	Construction Administration (3% of Construction Cost)	LS	1	\$ 6,700.00	\$ 6,700.00
TOTAL ESTIMATED MATCH:					\$ 65,300.00

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

ORDER NUMBER 058-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the proposal from Southern Earth Sciences, Inc. to provide geotechnical services related to the log cabin relocation is hereby authorized.

IT IS FURTHER ORDERED that Southern Earth Sciences, Inc. has proposed to mobilize to Shepard State Park and perform soil boring needed for the foundation design. Cost is on an hourly basis, but will not exceed \$3,450. The work is expected to take less than a month to complete. Funds for the work would come from Tidelands grant funds.

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 Vaughan** and the following vote was recorded:

AYES:	Gordon Gollott Mary Martin Johnny Jones Hurley Ray Guillotte Casey Vaughan Rusty Anderson Adam Colledge
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NAYS:	None
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MAYOR

ATTEST:

COMPTROLLER

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 15, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning Dept.
Date: March 7, 2016
Subject: City Council Authorization of a Proposal from Southern Earth Sciences, Inc. for Geotechnical Services Related to Log Cabin Relocation

REQUEST:

The Economic Development and Planning Department requests City Council authorization to accept a proposal from Southern Earth Sciences, Inc. to provide geotechnical services related to the relocation of the log cabin from Allen Road to Shepard State Park to be used as an information center and park general store.

BACKGROUND:

The donated log cabin that is currently located on Allen Road is being relocated to Shepard State Park to be used as a welcome center and general store. Geotechnical services are required for the new foundation design at Shepard State Park.

DISCUSSION:

Southern Earth Sciences, Inc. has proposed to mobilize to Shepard State Park and perform soil borings needed for the foundation design. Cost is on an hourly basis, but will not exceed \$3,450. The work is expected to take less than a month to complete. Funds for the work would come from Tidelands grant funds.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council approve the proposal from Southern Earth Sciences, Inc. for the work outlined above.

The City Council may:

1. Accept the proposal as identified above;
2. Accept the proposal as identified above with changes; or
3. Decline the proposal.

ATTACHMENT(S):

Geotechnical Services Proposal

5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com



February 25, 2016

CITY OF GAUTIER
3330 Highway 90
Gautier, MS 39553

ATTENTION: Ms. Chandra Nicholson, P.E.

SUBJECT: Cost Estimate to Perform Geotechnical Services
Proposed Shepard State Park Welcome Center
Gautier, MS
SESI Proposal No: P15-415.12

Dear Ms. Nicholson:

SOUTHERN EARTH SCIENCES, INC. appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of constructing a new Shepard State Park Welcome Center. We have assume the structure will have a footprint of 5,000 ft² or less and be supported on a shallow foundation system. No detailed structural loading, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of two (2) soil test borings/Cone Penetrometer Test soundings within the proposed building area. The soil borings/CPT soundings are planned to extend to depths ranging from approximately 30 feet below existing grade.

CITY OF GAUTIER

SESI Proposal No. P15-415.12

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For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with soil sampling intervals of 2.5 feet for the top 10 feet and every 5 feet thereafter. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SESI will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a track-mounted 20-ton Hogentogler Electronic CPT rig.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and foundation alternatives for support of the proposed structure. Our report will be prepared and signed by a Registered Professional Engineer in the State of Mississippi. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Soil Conditions
- Site Preparation Guidelines
- Foundation Evaluation and Recommendations

FEE SCHEDULE

Outlined below are "Unit Prices" applicable to work for the proposed project.

Field Exploration

Drilling Rig Mobilization/Demobilization (lump sum)	\$ 500.00
Mileage (per mile)	\$ 3.00
SPT Soil Borings per ASTM D 5778 or 1586 (per lineal foot)	
0 to 40'.....	\$ 12.50
Cone Penetrometer Test Soundings per ASTM D 5778 (per lineal foot)	\$ 9.50
Extra Penetration Tests (each)	\$ 15.00
Undisturbed Shelby Tube Samples (each)	\$ 55.00

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Laboratory Testing

Moisture Content Determinations (each)	\$ 5.00
Atterberg Limits Tests (each).....	\$ 75.00
No. 200 Washes (each)	\$ 30.00

Engineering and Reporting Services

Staff Engineering Services (per hour)	\$ 100.00
Professional Engineering Services (per hour)	\$ 125.00
Principal Engineer/Geologist (per hour).....	\$ 150.00
Draftsman (per hour).....	\$ 50.00

ESTIMATED FEES

Based on the scope of work and fee schedule outlined above, we have estimated the total cost of our geotechnical services to be \$3,950. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

Approximately two weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about one week.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Very truly yours,
SOUTHERN EARTH SCIENCES, INC.



Matt Reeves
Staff Geotechnical Engineer

MR
Attachments

CORPORATE OFFICE

P.O. Box 160745
Mobile, AL 36616
tel: 251-445-4354
fax: 251-345-9453

ALABAMA

Mobile

5460 Rangeline Road
Mobile, AL 36619
tel: 251-344-7711
fax: 251-341-9488

Summerdale

105 Highway 59 N
Summerdale, AL 36580
tel: 251-989-7726
fax: 251-989-6722

Montgomery

1412 I-85 Parkway
Montgomery AL 36106
tel: 334-260-6227
fax: 334-260-6229

FLORIDA

Panama City

7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
tel: 850-769-4773
fax: 850-872-9967

Tallahassee

3642 Peddie Drive
Tallahassee, FL 32303
tel: 850-576-4652
fax: 850-576-4710

Destin

150 Industrial Park Road
Suite 6
Destin, FL 32541
tel: 850-837-9966
fax: 850-837-9967

LOUISIANA

Baton Rouge

11638 Sun Belt Court
Baton Rouge, LA 70809

Geotech:
tel: 225-751-1727
fax: 225-752-1467

CMT:

tel: 225-356-4355
fax: 225-752-1467

Mandeville

1933 Surgi Drive
Suite A
Mandeville, LA 70448
tel: 985-626-1314

New Orleans

P.O. Box 19172
New Orleans, LA 70179
tel: 504-486-5595
fax: 504-486-5598



Geotechnical, Environmental & Construction Materials Testing
www.seeearth.com

WORK AUTHORIZATION SHEET

Billing Name	CITY of GAUTIER				
Address	3330 Highway 90				
City	Gautier	<i>State</i>	MS	<i>Zip</i>	39553
Phone	<i>Fax</i>		<i>Cell</i>		
email					
Project Name	Proposed Shepard State Park Welcome Center				
Location	Gautier, MS				
Contact					
Additional Reports					
Address					
City		<i>State</i>		<i>Zip</i>	
Phone	<i>Fax</i>		<i>Cell</i>		
email					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:


For Southern Earth Sciences, Inc.

February 25, 2016
Date

Matt Reeves
Print or Type Name of Representative

Authorized by:

Signature of Client Representative

Date

Print or Type Name of Representative



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www.soearth.com

TERMS AND CONDITIONS

Project:	Proposed Shepard State Park Welcome Center
Client:	CITY of GAUTIER
Proposal No.:	P15-415.12

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the client upon approval by City Council, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due forty-five (45) days from invoice date.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be

submitted for non-binding mediation, unless the parties mutually agree otherwise.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

Section 8 - RISK ALLOCATION

The client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$3,000,000.00. This limitation shall not apply to the extent prohibited by law.

Section 9

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Cost Estimate to Perform Geotechnical Services

CITY of GAUTIER

SESI Proposal P15-415.12

9.4 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance to the extent permissible under Mississippi law. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it to the extent permissible under Mississippi law.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative

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

ORDER NUMBER 059-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the two bids received February 23, 2016 for the Schoolhouse Stabilization Project are accepted,

IT IS FURTHER ORDERED that a Notice of Award be provided to Twin L. Construction,

IT IS FURTHER ORDERED that the contract with Twin L. Construction for the Schoolhouse Stabilization Project is approved, pending City Attorney review.

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 **Councilman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

COMPTROLLER

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: March 8, 2016
Subject: Gautier Colored School Stabilization Construction Contract Award

REQUEST:

The Economic Development & Planning Department requests that the City Council accept the two bids received Feb. 23, 2016, issue a Notice of Award, and approve a contract with Twin L Construction for the Schoolhouse Stabilization Project.

The Economic Development & Planning Department requests authorization to Award and Execute a Contract with Twin L. Construction for the Schoolhouse Stabilization Construction Project in an amount not to exceed \$123,000.

BACKGROUND:

The Gautier Historic Preservation Committee has recognized the Gautier Colored School for its architectural significance and identified it as an important historic site for rehabilitation and preservation. Ultimately, this structure will be used as a Welcome Center/Visitors' Center and will include an exhibit honoring the former one-room schoolhouse for African-American children.

The City of Gautier received a grant award from the Mississippi Department of Archives and History (MDAH) for \$80,000 in Community Heritage Preservation Grant funding, with a \$20,000 local match requirement to begin the stabilization of the former Gautier Colored School. Volunteers have raised approximately \$12,000 to be used for the match. The City subsequently received a \$50,000 grant award from the Mississippi Department of Marine Resources (MDMR) as part of the Mississippi Gulf Coast National Heritage Area FY2015 Community Grant program, for a total of \$162,000+/- in grants and local match funds.

The total estimated cost of rehabilitating the school is \$425,000. The first phase of construction will focus on stabilizing the building, and a future phase will focus on restoring the front porch and making accessible and/or repairing existing flooring and walls after foundation repair.

DISCUSSION:

When this project was first bid, only one bid was received on Oct. 20, 2015, and it was over budget. Council rejected that bid and authorized staff to rebid the project. When rebid, two bids were received Feb. 23, 2016. The lowest and best bid received was from Twin L Construction, of Pass Christian, for a total of \$123,000. An additional \$12,122.85 will need to be budgeted to cover the shortfall for the construction project and consulting fees (see attached Budget Summary).

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize staff to Award and Execute the Construction Contract with Twin L. Construction for the Schoolhouse Stabilization Project.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Official Bid Tabulation
2. Budget Summary
3. Contract



T. Doug Dale, AIA
 Jeffrey R. Barnes, AIA
 Charles R. Alexander, AIA
 Leigh G. Jaunsen, AIA, LEED AP
 Russ. S. Blount, AIA LEED AP

In memory of
 Michael A. Barranco, AIA
 1962-2011

Chandra Nicholson, Director of Economic Development & Planning
 City of Gautier, MS
 3330 Highway 90
 Gautier, MS 39553

26 February 2016
 13050 Rebid of the Gautier Old School House Stabilization Plan
 Recommendation of Bids

Dear Chandra,

Please allow this to serve as our recommendation of award on the subject Project.

It is our understanding that two bids were received and opened by Cindy Steen for the City of Gautier on February 23, 2016. Our review of the low bidder indicates that all is in order; therefore, Dale Partners Architects, P.A. recommends that a contract for construction be awarded to **Twin L. Construction, Inc.** as the lowest and best bid for a **Grand Total of One Hundred Twenty Three Thousand Dollars (\$123,000.00)**.

We are pleased to be at this point and look forward to a successfully and expeditiously completed Project. Please let us know should you have any questions regarding this recommendation.

Thank you for the opportunity to serve you.

Sincerely,

Leigh Jaunsen
 AIA, LEED BD+C, Partner

Enclosure: Bid Tab

cc: Charlie Alexander, DP

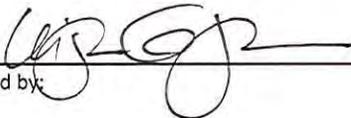
DALE PARTNERS ARCHITECTS, PA

Project No. 13050

Rebid of the Gautier Old School House Stabilization Plan				BIDS DUE BY: February 23, 2016, 2 PM		
BIDDER	Certificate of Responsibility No	Bid Bond	ADDENDA		Base Bid	Totals
			1	2		
David Rush Construction, LLC 18391 Runnymede Rd Pass Christian, MS 39571 (228) 255-1286	14565-MC	FCCI Insurance Company	✓	✓	156,000.00	156,000.00
Twin L Construction 8292 Firetower RD Pass Christian, MS 39571 (228) 255-7930	08365 -MC	Developers Surety and Indemnity Company	✓	✓	123,000.00	123,000.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above according to the copies of the bids we received from the City of Gautier.

DALE PARTNERS ARCHITECTS, PA

Certified by: 

DATE: 2.24.16

Gautier Historic Schoolhouse & Cultural Museum

PROJECT BUDGET SUMMARY

Costs	
Professional Fees (Dale Partners)	\$30,905.00
Stabilization (Twin L Construction Inc.)	\$123,000.00
TOTAL:	\$153,905.00
Funding Sources	
MDAH Community Heritage Preservation Grant	\$80,000.00
Fundraising	\$11,782.15
MSGCNHA	\$50,000.00
TOTAL:	\$141,782.15

Shortfall: \$12,122.85

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Gautier
3330 Highway 90
Gautier, MS 39553

and the Contractor:
(Name, legal status, address and other information)

Twin L Construction
8292 Firetower Road
Pass Christian, MS 39571

for the following Project:
(Name, location and detailed description)

13050 Rebid of the Gautier Old School House Stabilization Plan

The Architect:
(Name, legal status, address and other information)

Dale Partners Architects
161 Lameuse Street
Biloxi, MS 39530

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:04:03 on 03/15/2016 under Order No.2974071425_1 which expires on 10/08/2016, and is not for resale.

User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| From date of Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Sixty Five (165) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The amount established per day for liquidated damages will be Two Hundred Dollars (\$200.00) for each consecutive calendar day of delay after the Contract Time has expired until the Work is substantially complete.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-Three Thousand Dollars (\$ 123,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
None		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month allowing the Architect time to review the pay application and submitting to the Owner for approval.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The Owner will retain five percent (5%) until the Work is at least fifty percent (50%) complete, on schedule, and satisfactory in the Architect's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the Contractor for distribution to the appropriate Sub-Contractors and Suppliers. Future retainage shall be withheld at the rate of two and one half percent (2 1/2%) of the amount due the Contractor on account of progress payments.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

N/A %

§ 8.3 The Owner’s representative:
(Name, address and other information)

Cindy Steen
Purchasing
The City of Gautier

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Richard Ladner
Twin L Construction, Inc.

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 008000	Supplementary Conditions	January 16, 2016	17

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Rebid of the Gautier Old School House Stabilization Plan 100% Construction Documents dated January 15, 2016

Section	Title	Date	Pages
Division 1 through Division 40			All

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Rebid of the Gautier Old School House Stabilization Plan 100% Construction Documents dated January 15, 2016

- General
 - G-100 Cover Sheet
 - G-101 Photos of Existing Building Conditions
 - D-101 Demolition Plan
 - D-201 Demolition Elevations
 - D-202 Demolition Elevations
- Structural
 - S-101 Foundation/Demolition Plan
 - S-201 Foundation/Framing Plan
 - S-301 Details
- Architectural
 - A-101 Floor Plan/RCP
 - A-102 Roof Plan
 - A-201 North/West Elevations

Init.

A-202	East/South Elevations
A-301	Building Section
A-302	Building Section

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	February 11, 2016	12
Addendum 2	February 18, 2016	7

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment and Performance Bond	\$123,000.00

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

Samantha D. Abel City Manager
 (Printed name and title)

 CONTRACTOR (Signature)

Richard Ladner President
 (Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Wanda Elliott, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:04:03 on 03/15/2016 under Order No. 2974071425_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Wanda Elliott

(Signed)

Executive Assistant

(Title)

3/15/16

(Dated)

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

ORDER NUMBER 060-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Statewide Mutual Aid Compact (SMAC) Agreement with the State of Mississippi, Mississippi Emergency Management Agency (MEMA), each county and municipality, and the Mississippi Band of Choctaw Indians.

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 Vaughan** 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:

COMPTROLLER

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2016.

Mayor
Gordon J. Sellott

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Kelsey Ray Suilotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3380 Highway 90
Gautier, MS 39558
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gaulier-ms.gov
Website: www.gautier-ms.gov

March 3, 2016

To: Samantha Abell
City Manager

From: Robert Jones
Fire Chief

Subject: Up-dating of Statewide Mutual Aid Compact (SMAC)

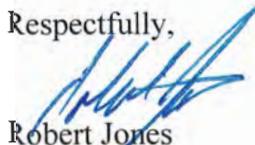
Mrs. Abell,

Request the attached Statewide Mutual Aid Compact or commonly known as the SMAC be presented to City Council for approval on the next available council agenda. The existing SMAC was revised in March of 2015.

The Statewide Mutual Aid Compact, or SMAC, began in 1995 by MEMA to provide a more effective use of resources in times of disaster. It provides a way for cities and counties to request and receive help from each other when local resources are exhausted. SMAC provides a mechanism for assistance to come from different parts of the state. It addresses the issues of liability, compensation, direction and control in a uniform manner. SMAC allows members of the compact to have a mutual aid agreement with both the state and other compact members

The Gautier Fire Department recommends City Council approval.

Respectfully,



Robert Jones
Fire Chief

SMAAC

Statewide Mutual Aid Compact

A System for Using all
Available Resources
during Emergencies





The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and