

**Tuesday
May 17, 2016
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING by the Mayor and Members of the Council of the City of Gautier, Mississippi was held May 17, 2016 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members, Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan and Rusty Anderson. Also present were Josh Danos City Attorney; Cynthia Russell, City Clerk; Jason Pugh, Human Resources Director; and other concerned citizens. Also Councilman Colledge via phone. Absent was Paula Yancey; Interim City Manager.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 17, 2016 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Memorial Day 3rd Annual Avenue of Flags Ceremony to be held Monday, May 30, 2016 11:00 A.M. at the Veteran's Tribute Tower.**
- 2. Office closed Monday, May 30, 2016 in observance of National Memorial Day.**

IV. Presentation Agenda

- 1. Safe Boating Proclamation.**
- 2. February and March 2016 Financial Reports by Teresa Montgomery, Comptroller.**

V. Public Agenda

- 1. Agenda Comments**

VI. Business Agenda

- 1. Order approving a proposal from Allen Engineering and Science (AllenES) to update the City's Stormwater Management Program based on the recently issued State of Mississippi MS4 General Permit.**
- 2. Order authorizing the City to enter into a contract with Goodwyn, Mills, and Cawood, Inc. for the College Park Elementary Safe Routes to School Project in an amount not to exceed \$35,118.05.**
- 3. Order authorizing the City to move forward with the lowest and most qualified bid from Lyman Well for upgrading the office well.**
- 4. Discussion of City's paving list.**
- 5. Order approving Docket of Claims.**

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

- 1. Order reappointing Phil Torjusen to the Civil Service Commission.**
- 2. Order authorizing the declaring of Police Department equipment surplus and removal from inventory.**
- 3. Order receiving April 2016 Privilege License Report.**
- 4. Order approving minutes from Recessed Council Meeting held April 26, 2016 and Regular Council Meeting held May 3, 2016.**
- 5. Resolution authorizing the purchase of a sponsorship from the Gulf Coast Symphony for "Sounds by the Sea" in the amount of \$1,500.00.**
- 6. Order authorizing the refund of LaToya Millender's rental fee at the Gautier Senior Center.**

STUDY AGENDA

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

Recess until May 24, 2016 at 5:00 PM

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Councilwoman Martin made the motion to approve the agenda order.

Councilman Vaughan seconded the motion and it carried unanimously.

Announcements:

1. Memorial Day 3rd Annual Avenue of Flags Ceremony to be held Monday, May 30, 2016 11:00 A.M. at the Veteran's Tribute Tower.
 2. Office closed Monday, May 30, 2016 in observance of National Memorial Day.
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Presentation:

1. Safe Boating Proclamation.
 2. February and March 2016 Financial Reports by Teresa Montgomery, Comptroller.
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You're Invited!

A black metal tower with gold accents, featuring a clock face at the top and a bell at the bottom. The words "VETERANS TRIBUTE TOWER" are inscribed on a central panel. The tower is set against a background of a large American flag.

VETERANS
TRIBUTE TOWER

Memorial Day
Avenue of Flags Ceremony

Hosted by
American Legion Post 1992 Family
&

The City of Gautier
May 30, 2016

11:00 A.M.

Veterans Tribute Tower
3330 Hwy 90 Gautier, Mississippi

For More Information Contact
American Legion Post 1992
228-497-6422

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the last Monday of May as the day for the observance of NATIONAL MEMORIAL DAY/JEFFERSON DAVIS' BIRTHDAY and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, MAY 30, 2016

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 8th day of April, 2016.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

City of Gautier Proclamation

WHEREAS, Flotilla 3-8 of the United States Coast Guard Auxiliary promotes “National Safe Boating Week” every May; and

WHEREAS, the Coast Guard Auxiliary is the voluntary civilian component of the United States Coast Guard chartered by Congress in 1939 and dedicated to boating safety; and

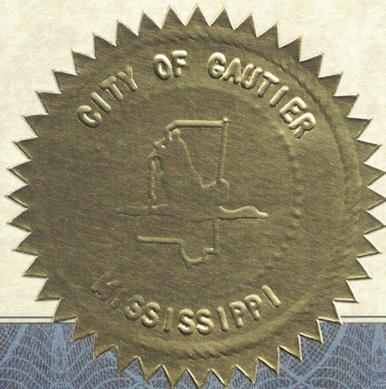
WHEREAS, Flotilla 3-8, as the local unit of the United States Coast Guard Auxiliary, Division 3 of the Eighth Coast Guard District, Coastal Region, is committed to promoting safe boating by teaching safe boating courses, assisting with Coast Guard missions in our area, and performing vessel safety exams;

NOW, THEREFORE I, Gordon Gollott, Mayor of the City of Gautier, do hereby proclaim this week of May 21-27, 2016,

“NATIONAL SAFE BOATING WEEK”

in Gautier, and ask all citizens to join me in urging all who use our beautiful waterways to acquire those skills essential to their own safety and the safety of others. I close by urging all of you to wear your life jackets. Always!

Dated this 17th day of May, 2016



**Gordon Gollott, Mayor
City of Gautier**

February 2016 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,440,024.17
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	(\$98,074.23)
Allen Road Widening	Depository Account	020-000-001	(\$12,191.60)
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	(\$2,253.57)
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	
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	\$237,446.46
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	(\$20,173.75)
Library Support Fund	Depository Account	172-000-001	\$69,900.88
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$17,224.37)
Shepard State Park Fund	Depository Account	176-000-001	\$35,652.18
Solid Waste Fund	Depository Account	404-000-001	(\$11,779.75)
Solid Waste Grant	Depository Account	405-000-001	(\$225.00)
EPA: Brownfields Assessment	Depository Account	409-000-001	(\$15,190.33)
General Ledger Cash Balance			\$3,954,365.78
General Depository Reconciled Cash Balance			\$3,953,694.94

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$224,450.58
	Enterprise Account-Hancock	400-000-002	\$519,932.44
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$187,795.25
	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			\$849,560.44
Enterprise Reconciled Cash Balance			\$846,626.79

FEBRUARY 2016
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2016	FEB 2016	Balance	41.66% % to date
General Fund Revenues	8,442,047.00	4,446,988.34	3,995,058.66	52.6%
Expenditures:				
001 Legislative	107,389.00	48,645.72	58,743.28	45.2%
010 City Court	374,266.00	104,752.32	269,513.68	27.9%
021 City Manager	179,379.00	80,988.00	98,391.00	45.1%
022 Human Resources	140,522.00	57,027.44	83,494.56	40.5%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	111,466.06	164,175.94	40.4%
045 Finance	190,562.00	81,933.57	108,628.43	42.9%
060 City Attorney	95,000.00	46,724.35	48,275.65	49.1%
090 Economic Dev - Planning	461,005.00	203,306.13	257,698.87	44.1%
092 Building & General Expenses	564,200.00	361,128.50	203,071.50	64.0%
100 Police	3,526,782.00	1,486,274.99	2,040,507.01	42.1%
161 Fire	2,448,157.00	888,999.43	1,559,157.57	36.3%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	150,728.18	247,834.82	37.8%
201 PW: Streets	192,000.00	98,680.01	93,319.99	51.3%
205 PW: Maintenance	224,325.00	90,825.24	133,499.76	40.4%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	359,614.62	751,714.38	32.3%
General Fund Expenditures	10,369,621.00	4,171,094.56	6,198,526.44	40.2%
<i>Total Operating Expenditures</i>	8,803,753.00	3,548,385.45	5,255,367.55	
<i>Total Capital Outlay Expenditures</i>	299,554.00	197,380.29	102,173.71	
<i>Total Debt Service</i>	74,485.00	65,714.20	8,770.80	
<i>Total Transfers Out</i>	1,111,329.00	359,614.62	751,714.38	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	4,171,094.56	6,198,526.44	
<i>Personnel</i>	6,883,404.00	2,737,485.02	4,145,918.98	
<i>Supplies</i>	475,984.00	149,329.23	326,654.77	
<i>Other Services</i>	1,444,365.00	661,571.20	782,793.80	
<i>Capital Outlay</i>	299,554.00	197,380.29	102,173.71	
<i>Debt Service</i>	74,485.00	65,714.20	8,770.80	
<i>Interfund Transfers for DS</i>	1,111,329.00	359,614.62	751,714.38	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	4,171,094.56	6,198,526.44	

**FEBRUARY 2016
YEAR TO DATE TOTALS**

<i>General Depository Special Funds</i>	BUDGET FY 2016	As of February 2016	Balance	41.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00	262,080.00	19,140.00	93.1%
Expenditures	281,220.00	262,080.00	19,140.00	93.1%
013 TE-Downtown Revitalization				
Revenues	307,333.53	128,730.72	178,602.81	41.8%
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	27,182.00	1,034,274.00	2.5%
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	4,989.13	240,246.43	2.0%
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	0.00	100.0%
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	120,597.45	381,571.55	24.0%
Expenditures	2,247,965.78	150,846.03	2,097,119.75	6.7%
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	3,317.48	382,555.54	0.8%
166 MDOT Youth Corp Program				
Revenues	34,033.38		34,033.38	
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

**FEBRUARY 2016
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2015	As of February 2016	Balance	41.66% % 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	43,611.50	1,235,802.25	3.4%
172 Library Support Fund				
Revenues	105,062.00	74,193.14	30,868.86	70.6%
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	8,724.12	82,615.63	9.5%
176 Shepard State Park				
Revenues	106,250.00	42,973.93	63,276.07	40.4%
Expenditures	116,208.00	38,632.67	77,575.33	33.2%
404 Solid Waste Fund				
Revenues	1,260,000.00	308,599.27	951,400.73	24.4%
Expenditures	1,315,000.00	411,159.18	903,840.82	31.2%
405 Solid Waste Grant				
Revenues	13,670.00	165.00	13,505.00	1.2%
Expenditures	13,505.00	225.00	13,280.00	1.6%
409 EPA: Brownfields Assessment				
Revenues	365,175.03	13,073.84	352,101.19	3.5%
Expenditures	365,175.03	28,264.17	336,910.86	7.7%

FEBRUARY 2016
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2016	FEB 2016	Balance	41.66% % to date
Utility Fund Revenues	8,200,014.00	3,053,208.29	5,146,805.71	37.2%
Administration	2,606,442.00	1,162,156.65	1,444,285.35	44.5%
Water & Sewer O & M	3,232,740.00	1,086,157.37	2,146,582.63	33.5%
Debt Service	2,481,584.00	1,014,503.59	1,467,080.41	40.8%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	8,349,030.00	3,262,817.61	5,086,212.39	39.0%
<i>Total Operating Expenditures</i>	<i>5,679,182.00</i>	<i>2,248,314.02</i>	<i>3,430,867.98</i>	
<i>Total Capital Outlay Expenditure:</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>1,014,503.59</i>	<i>1,467,080.41</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>3,262,817.61</i>	<i>5,086,212.39</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>99,164.12</i>	<i>133,335.88</i>	
<i>Other Services</i>	<i>5,446,682.00</i>	<i>2,149,149.90</i>	<i>3,297,532.10</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>1,014,503.59</i>	<i>1,467,080.41</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>3,262,817.61</i>	<i>5,086,212.39</i>	

Enterprise Special Funds

	BUDGET FY 2016	FEB 2016	Balance	41.66% % to date
421 MSB - Water Ionization Project				
Capital Outlay	249,899.89	62,104.64	187,795.25	24.8%

	BUDGET FY 2016	FEB 2016	Balance	41.66% % to date
449 Hurricane Katrina: Public Works				
Revenue	93,131.28	0.00	93,131.28	

MARCH 2016 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,597,689.90
MS Development Loan Katrina	Depository Account	007-000-001	(\$290.05)
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$98,074.23)
Allen Road Widening	Depository Account	020-000-001	(\$24,465.85)
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	(\$5,611.16)
MDAH School House Grant	Depository Account	030-000-001	(\$12,219.10)
MDAH Local Govt Grant	Depository Account	031-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	
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	\$237,446.46
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$431.45)
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$16,661.50)
Library Support Fund	Depository Account	172-000-001	\$8,677.95
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$17,224.37)
Shepard State Park Fund	Depository Account	176-000-001	\$48,090.67
Solid Waste Fund	Depository Account	404-000-001	\$115,664.51
Solid Waste Grant	Depository Account	405-000-001	(\$225.00)
EPA: Brownfields Assessment	Depository Account	409-000-001	(\$37,233.34)
General Ledger Cash Balance			\$4,187,211.23
General Depository Reconciled Cash Balance			\$4,186,540.39

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$224,498.30
	Enterprise Account-Hancock	400-000-002	\$458,783.43
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$184,545.25
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			\$785,209.15
Enterprise Reconciled Cash Balance			\$782,222.28

MARCH 2016
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2016	MAR 2016	Balance	50.00% % to date
General Fund Revenues	8,442,047.00	5,245,581.95	3,196,465.05	62.1%
Expenditures:				
001 Legislative	107,389.00	59,175.90	48,213.10	55.1%
010 City Court	374,266.00	129,947.62	244,318.38	34.7%
021 City Manager	179,379.00	93,767.50	85,611.50	52.2%
022 Human Resources	140,522.00	67,067.39	73,454.61	47.7%
030 Elections	0.00	0.00	0.00	
040 City Clerk	275,642.00	130,053.37	145,588.63	47.1%
045 Finance	190,562.00	96,550.10	94,011.90	50.6%
060 City Attorney	95,000.00	55,066.52	39,933.48	57.9%
090 Economic Dev - Planning	461,005.00	235,501.31	225,503.69	51.0%
092 Building & General Expenses	564,200.00	380,594.63	183,605.37	67.4%
100 Police	3,526,782.00	1,751,147.48	1,775,634.52	49.6%
161 Fire	2,448,157.00	1,046,778.04	1,401,378.96	42.7%
165 BP Oil Spill	0.00	0.00	0.00	
170 Recreation	398,563.00	177,987.55	220,575.45	44.6%
201 PW: Streets	192,000.00	114,216.58	77,783.42	59.4%
205 PW: Maintenance	224,325.00	107,765.09	116,559.91	48.0%
451 Public Safety	80,500.00	0.00	80,500.00	
900 Interfund Transfers	1,111,329.00	359,614.62	751,714.38	32.3%
General Fund Expenditures	10,369,621.00	4,805,233.70	5,564,387.30	46.3%
<i>Total Operating Expenditures</i>	8,803,753.00	4,145,944.06	4,657,808.94	
<i>Total Capital Outlay Expenditur</i>	299,554.00	225,191.29	74,362.71	
<i>Total Debt Service</i>	74,485.00	74,483.73	1.27	
<i>Total Transfers Out</i>	1,111,329.00	359,614.62	751,714.38	
<i>Total Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	4,805,233.70	5,564,387.30	
<i>Personnel</i>	6,883,404.00	3,228,770.74	3,654,633.26	
<i>Supplies</i>	475,984.00	181,108.60	294,875.40	
<i>Other Services</i>	1,444,365.00	736,064.72	708,300.28	
<i>Capital Outlay</i>	299,554.00	225,191.29	74,362.71	
<i>Debt Service</i>	74,485.00	74,483.73	1.27	
<i>Interfund Transfers for DS</i>	1,111,329.00	359,614.62	751,714.38	
<i>Unappropriated</i>	80,500.00	0.00	80,500.00	
<i>Check Total</i>	10,369,621.00	4,805,233.70	5,564,387.30	

**MARCH 2016
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2016	As of March 2016	Balance	50.00% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	281,220.00	262,080.00	19,140.00	93.1%
Expenditures	281,220.00	262,680.00	18,540.00	93.4%
013 TE-Downtown Revitalization				
Revenues	307,333.53	128,730.72	178,602.81	41.8%
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	39,456.25	1,021,999.75	3.7%
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	8,346.72	236,888.84	3.4%
030 MDAH 2014 Community Heritage				
Revenues	89,000.00		89,000.00	
Expenditures	80,341.25	3,717.50	76,623.75	4.6%
103 US DOJ Ballistic Vest Grant				
Revenues	1,381.73	1,381.73	0.00	100.0%
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	
130 \$7M GO Bond - Capital Improvements				
Revenues	502,169.00	127,603.04	374,565.96	25.4%
Expenditures	2,247,965.78	182,883.61	2,065,082.17	8.1%
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	3,317.48	382,555.54	0.8%
166 MDOT Youth Corp Program				
Revenues	34,033.38	35,000.00	(966.62)	102.8%
Expenditures	35,000.00	1,407.58	33,592.42	4.0%

**MARCH 2016
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2015	As of March 2016	Balance	50.00% % to date
171 Combined Tidelands Grant				
Revenues	1,295,780.51	48,950.00	1,246,830.51	3.7%
Expenditures	1,279,413.75	51,667.24	1,227,746.51	4.0%
172 Library Support Fund				
Revenues	105,062.00	82,871.09	22,190.91	78.8%
Expenditures	105,062.00	74,193.14	30,868.86	70.6%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	91,339.75	8,724.12	82,615.63	9.5%
176 Shepard State Park				
Revenues	106,250.00	61,859.92	44,390.08	58.2%
Expenditures	116,208.00	45,080.17	71,127.83	38.7%
404 Solid Waste Fund				
Revenues	1,260,000.00	518,290.62	741,709.38	41.1%
Expenditures	1,315,000.00	493,406.27	821,593.73	37.5%
405 Solid Waste Grant				
Revenues	13,670.00	165.00	13,505.00	1.2%
Expenditures	13,505.00	225.00	13,280.00	1.6%
409 EPA: Brownfields Assessment				
Revenues	365,175.03	13,073.84	352,101.19	3.5%
Expenditures	365,175.03	50,307.18	314,867.85	13.7%

**MARCH 2016
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2016	MAR 2016	Balance	50% % to date
Utility Fund Revenues	8,200,014.00	3,709,280.44	4,490,733.56	45.2%
Administration	2,606,442.00	1,374,858.03	1,231,583.97	52.7%
Water & Sewer O & M	3,232,740.00	1,329,496.52	1,903,243.48	41.1%
Debt Service	2,481,584.00	1,174,980.70	1,306,603.30	47.3%
Transfers	28,264.00	0.00	28,264.00	
Utility Fund Expenditures	<u>8,349,030.00</u>	<u>3,879,335.25</u>	<u>4,469,694.75</u>	46.4%
<i>Total Operating Expenditures</i>	<i>5,679,182.00</i>	<i>2,704,354.55</i>	<i>2,974,827.45</i>	
<i>Total Capital Outlay Expenditur</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>1,174,980.70</i>	<i>1,306,603.30</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>3,879,335.25</i>	<i>4,469,694.75</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>115,423.67</i>	<i>117,076.33</i>	
<i>Other Services</i>	<i>5,446,682.00</i>	<i>2,588,930.88</i>	<i>2,857,751.12</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>1,174,980.70</i>	<i>1,306,603.30</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>3,879,335.25</i>	<i>4,469,694.75</i>	

Enterprise Special Funds

	BUDGET FY 2016	MAR 2016	Balance	50% % to date
421 MSB-Water Ionization Project				
Capital Outlay	249,899.89	65,354.64	184,545.25	26.1%

	BUDGET FY 2016	MAR 2016	Balance	50% % to date
449 Hurricane Katrina:Public Works				
Revenue	93,131.28	0.00	93,131.28	

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

ORDER NUMBER 113-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the proposal from Allen Engineering and Science (AllenES) to update the City's Stormwater Management Program based on the recently issued State of Mississippi MS4 General Permit is hereby approved.

IT IS FURTHER ORDERED that AllenES proposes to assist the City with the preparation of the next five-year cycle through completion of the following tasks:

- Task 1: Agency Liaison
- Task 2: Stormwater Management Program Development

IT IS FURTHER ORDERED that AllenES will perform the proposed scope of work for a lump sum cost of \$15,000.00 to be billed on a monthly, percent complete basis.

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

Motion made by **Councilwoman Martin**, seconded by **Councilman Jones**, and the following vote was recorded.

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chad Jordan, Project Manager
Date: May 12, 2016
Subject: Stormwater Permit Renewal

REQUEST:

City Council approval to accept the proposal from Allen Engineering and Science for completing and submitting the City's Five-Year Stormwater permit.

BACKGROUND:

The City is required by the Mississippi Department of Environmental Quality to develop and implement a Stormwater Management program which includes public education, training, public participation, illicit discharge detection and elimination, construction site runoff control, post construction site runoff control, pollution prevention and general housekeeping as it relates to the City's stormwater drainage network and other facilities. The Stormwater Permit and Management plan must be renewed every 5 years and the City's current permit will expire on May 31, 2016. The City has contracted with CWS to implement the permit requirements and CWS is responsible for the \$15,000 annual cost. However, the City is required to update the permit and all costs associated with the permit renewal every 5 years.

RECOMMENDATION:

It is recommended that the council accept a proposal from Allen Engineering and Science in the amount of \$15,000 to prepare and submit the next five-year permit. The City has utilized Allen Engineering (formerly Eco-Systems) for several years to assist with permit renewal and implementation of the Stormwater Management Plan and they are the most qualified firm to complete this task. CWS also sub-contracts with Allen Engineering for annual implementation of the current Stormwater Management Plan.

Attachments:

Proposal for Stormwater Permit renewal

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

ORDER NUMBER 114-2016

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 construction engineering and inspection services contract with Goodwyn, Mills, and Cawood, Inc. in an amount not to exceed \$35,118.05.

IT IS FURTHER ORDERED that Jackson County will be providing the 20% local match of \$15,000.00.

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

Motion made by **Councilman Guillotte**, seconded by **Councilwoman Martin**, and the following vote was recorded.

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, Interim City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: May 10, 2016
Subject: GMC Contract for College Park Elementary Safe Routes to School Project

REQUEST:

The Economic Development & Planning Department requests authorization to enter into a construction engineering and inspection services contract with Goodwyn, Mills, and Cawood, Inc. for the College Park Elementary Safe Routes to School Project in an amount not to exceed \$35,118.05.

BACKGROUND:

The Safe Routes to School Program, which is funded through MDOT & FHWA, was established as a response to the reduced number of children walking and bicycling to school. This change in the mode of transportation has added to traffic congestion, reduced air quality, and contributed to the decline in children's health. The purpose of this grant funding is:

- to enable and encourage children, including those with disabilities, to walk and bicycle to school;
- to make bicycling and walking to school a safer and more appealing alternative; and
- to facilitate the planning, development and implementation of projects and activities that will improve safety; and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

A grant totaling \$206,000 was awarded for infrastructure improvements and activities designed to encourage and enable children to walk and bicycle safely to College Park Elementary School. School officials estimate that approximately 100 children walk or ride bikes to that school on a daily basis. The grant requires a 20 percent local match, with Jackson County providing \$15,000 of the local match.

DISCUSSION:

The attached contract is for Construction Inspection and Testing Services for the construction phase of the project.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize staff to enter into a construction engineering and inspection services contract with Goodwyn, Mills, and Cawood, Inc. for the College Park Elementary Safe Routes to School Project in an amount not to exceed \$35,118.05.

The City Council may:

1. Authorize the Execution of the Contract; or
2. Not Authorize the Execution of the Contract

ATTACHMENT(S):

1. Contract

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

*City of Gautier - College Park Elementary Safe Routes to School Project
Federal Aid Project SRSP-0494-00(010)LPA/106702-401000
Jackson County*

THIS CONTRACT, is made and entered into by and between the *City of Gautier*, a body Politic of the State of Mississippi (the "LPA"), and, *Goodwyn, Mills, and Cawood, Inc.* (the "CONSULTANT"), *an Alabama Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *2660 EastChase Lane, Suite 200, Montgomery, AL 36117*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *engineering* services for *City of Gautier - College Park Elementary Safe Routes to School*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDO'T and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S invoiced amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has sufficient coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work

including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its

CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Jackson* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Jackson*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative

Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S

CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA

shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Chandra Nicholson
The City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228)497-1878
Fax: (228)-497-1038
cnicholson@gautier-ms.gov

For Technical Matters:

Chandra Nicholson
The City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228)497-1878
Fax: (228)-497-1038
cnicholson@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

Jeremy Sasser
Goodwyn, Mills, and Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, AL 36602
Phone: (251)460-4006
Fax: (251)460-4423
jeremy.sasser@gmcnetwork.com

For Technical Matters:

Nick Gant
Goodwyn, Mills, and Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, AL 36602
Phone: (251)460-4006
Fax: (251)460-4423
nick.gant@gmcnetwork.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 26268
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 26307
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Gautier

Samantha Abell

WITNESS this my signature in execution hereof, this the 31 day of March, 2016.

Goodwyn, Mills, and Cawood, Inc.

BY: *Robert J. Kemp*
Bobby Kemp

ATTEST: *Jawen Jinson*
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

Goodwyn, Mills & Cawood, Inc.

Resolution by the Board of Directors

Following a meeting of the Board of Directors of Goodwyn, Mills & Cawood, Inc. ("GMC") on August 20, 2015, at which meeting a quorum was at all times present and acting, the following actions we therefore **RESOLVED** and shall be filed with the Minutes of the Company.

WHEREAS, the Company desires to authorize certain individuals so that they may have signatory authority on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals, in addition to the now-existing Directors and Officers of the Company, a list of which is attached hereto as Exhibit A and incorporated as if set forth fully herein, shall have authority to enter into any contract or other instrument relating to the provision of professional services on behalf of this corporation:

Steve Alby

IN WITNESS WHEREOF, the undersigned hereby certifies that he is Chairman of the Board of Directors, that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors held on August 20, 2015, at which meeting a quorum was at all times present and acting, that the passage of said resolution was in all respects legal, and that said resolution is in full force and effect.

Dated this the 20 day of August, 2015.



David B. Reed
Chairman of the Board

Exhibit A

List of GMC Directors and Officers as of August 20, 2015

Directors:

Al Allenback
Jeffrey Brewer
Cedric Campbell
Steve Cawood
David Reed
Galen Thackston
Lee Walters

Officers:

John Averrett
John Bricken
Sara Butler
Kirk Clayton
Amanda Davis
Greg Edrington
Chris Engel
Chuck Faulkner
Mario Galloway
Cathy Gerachis
Robert Gray
Burt Hankins
Andrea Jean
Mike Keeshen
Bobby Kemp
Buddy Koonce
Kevin Laird
Freddie Lynn
Jof Mehaffey
Gary Owen
Euel Screws
Derril Strickland
Jim Teel
Stephanie Turner
Kevin Wales
Bill Wallace

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
 - b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
- a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:
- Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:
- Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 35,118.05 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Jeremy Sasser	Project Engineer	\$110.57
	Inspector I	\$58.43
	Administrative Assistant	\$77.42

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 35,118.05 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant (Testing)	Total
\$27,733.24	\$4,711.50	\$2,673.31	\$35,118.05

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 31 day of March, 2016.

Goodwyn, Mills, and Cawood, Inc.

BY: Bobby Kemp
Bobby Kemp

ATTEST: Jawon Jinson
My Commission Expires:

Patricia S. Bianchi

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 10, 2019
BONDED THRU TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

LPA _____
City of Gautier

Samantha Abell, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

425070
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Stephanie L. Turner 2/23/2014
Authorized Officer or Agent Date

Stephanie L. Turner Vice President of Human Resources
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 23rd day of February, 2014.



Kristi Anderson
NOTARY PUBLIC
My Commission Expires: 8-8-16

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**City of Gautier - College Park Elementary Safe Routes to
School**

Prepared for:

Mississippi Department of Transportation

Project Number:

SRSP-0494-00(010)LPA/106702-401000

Gautier, MS

Prepared by: Goodwyn, Mills, and Cawood

Date Submitted:

February 23, 2016

Date Revised:

Cost Summary

City of Gauter - College Park Elementary Safe Routes to School

Construction Engineering & Inspection Services

Goodwyn, Mills, and Cawood

Labor Costs

CE&I Services \$ 27,733.24

Direct Costs

CE&I Services \$ 4,711.50

Subtotal Goodwyn, Mills, and Cawood **\$ 32,444.74**

{name of SubConsultant}

Labor Costs

CE&I Services \$ -

Direct Costs

CE&I Services \$ -

Subtotal Cost *{name of SubConsultant}* **\$ -**

Burns Cooley Dennis, Inc.

Labor Costs

Testing Services \$ 2,149.81

Direct Costs

CE&I Services \$ 523.50

Subtotal Cost Burns Cooley Dennis, Inc. **\$ 2,673.31**

PROJECT TOTAL COSTS **\$ 35,118.05**

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Goodwyn, Mills, and Cawood

Construction Engineering & Inspection Services

Home Overhead Rate 2015 ²	<u>165.58% %</u>
Field Overhead Rate 2015 ²	<u>165.58% %</u>
Profit	<u>10.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Engineer	\$ 37.85	\$ 62.67	\$ 10.05	\$ 110.57
Inspector I	\$ 20.00	\$ 33.12	\$ 5.31	\$ 58.43
Administrative Assistant	\$ 26.50	\$ 43.88	\$ 7.04	\$ 77.42

OVERTIME BILLING RATES^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I	\$ 20.00	\$ 33.12	\$ 5.31	\$ 68.43
Inspector II	\$ 22.00	\$ 36.43	\$ 5.84	\$ 75.27

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Goodwyn, Mills, and Cawood

Construction Engineering & Inspection Services

SRSP-0494-00(010)LPA/106702-401000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Project Engineer					24	24	24							0	72	\$ 110.57	\$ 7,961.34
Inspector I					112	160	24							0	296	\$ 58.43	\$ 17,294.57
Administrative Assistant					8	8	16							0	32	\$ 77.42	\$ 2,477.33

Labor Subtotal (Regular) \$ 27,733.24

CONTRACTOR's Project Completion Time: 37 Productive Days
 Construction Cost Estimate: \$ 245,483.19

DIRECT COSTS ****
Goodwyn, Mills, and Cawood
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Engineer			\$ 1,512.00			\$ 1,512.00
Inspector I			\$ 3,199.50			\$ 3,199.50
Administrative Assistant						\$ -
TOTAL						\$ 4,711.50

**** Provide detail for breakdown of Direct Costs

Project Engineer - 2800 miles at \$0.54/mile

Inspector I - 5925 miles at \$0.54/mile

Inspector II - 700 miles at \$0.54/mile

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name
 MDOT Project No.
 Testing Firm Name

City of Gauter - College Park
 Elementary Safe Routes to School
 SRSP-0494-00(010)LPA/106702-40100C
Burns Cooley Dennis, Inc.

MDOT District Material Engineer Approval Date for the S&T Report

12/14/2015

Overhead Rate 174.210%
 Profit 12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Manager	\$ 80.00	\$ 139.37	\$ 26.32	\$ 245.69
Project Engineer	\$ 65.00	\$ 113.24	\$ 21.39	\$ 199.62
Clerical	\$ 20.00	\$ 34.84	\$ 6.58	\$ 61.42
Technician	\$ 25.00	\$ 43.55	\$ 8.23	\$ 76.78

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Manager	2	\$ 245.69	\$ 491.38
Project Engineer	4	\$ 199.62	\$ 798.50
Clerical	4	\$ 61.42	\$ 245.69
Technician	8	\$ 76.78	\$ 614.23

SUBTOTAL - LABOR COSTS 18 \$ 2,149.81

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Compressive Strength (6 sets of three cylinders)	18	Each	\$ 20.00	\$ 360.00

SUB-TOTAL - FIELD AND LABORATORY \$ 360.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	300	Miles	\$ 0.55	\$ 163.50

SUB-TOTAL - EXPENSE ITEMS \$ 163.50

TOTAL PROPOSED FEE \$2,673.31

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

ORDER NUMBER 115-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the project of upgrading the office well and increasing the water system capacity in order to meet MDH requirements and address the current moratorium (Phase 1) is hereby awarded to Lyman Well. Lyman Well submitted the lowest bid in the amount of \$40,700.00.

IT IS FURTHER ORDERED that Lyman Well is the lowest and most qualified bid.

IT IS FURTHER ORDERD that the Interim City Manager or the City Clerk is authorized to execute any and all documents necessary, including a contract with Lyman Well.

Motion made by **Councilman Guillotte**, seconded by **Councilwoman Martin**, and the following vote was recorded.

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chad Jordan, Project Manager
Date: May 12, 2016
Subject: Office Well Upgrade

REQUEST:

City Council approval to move forward with the lowest and most qualified bid from Lyman Wells for upgrading the office well and increasing the water system capacity in order to meet MDH requirements and address the current moratorium.

BACKGROUND:

In order to increase capacity, the following upgrades should be implemented:

1. Upgrade 3 of our existing wells = 600 gpm combined. We made adjustments to all wells 2 years ago in order to gain about 200 gpm combined. We've also recently upgraded the Lark and Westgate wells out of necessity. The upgrades recommended are for the Office, Beasley and Mall wells and consist of replacing screens, upsizing motors, adding VFDs etc. Estimated cost = \$225,000. These wells will pump to the new ion exchange plant. These improvements can be phased as follows:

Phase 1 – upgrade the office well, \$40,700 expense, proceed immediately, complete by June 30, 2016. The improvements will add another 200 gpm to our capacity which will result in a total of 97% capacity which will be sufficient to have the moratorium lifted.

Phase 2 – upgrade the Beasley and Mall wells, \$150,000 expense, 2 months to complete, complete by October 1, 2016. These improvements will add another 400 gpm to our capacity which combined with Phase 1 will result in a total of 90% capacity.

2. Drill a new well = 600 – 800 gpm, estimated cost = \$500,000 plus engineering fees. Time to complete = 12 months from executing engineering contract.

RECOMMENDATION:

It is recommended that the council award the project to Lyman Wells in the amount of \$40,700 to upgrade the existing office well based on Option 2 in the attached Memo. This will gain approximately 200 gpm with a 97% capacity rating. According to a conversation with MDH, this will be sufficient to have the moratorium lifted until the next MDH inspection anticipated in October 2016. Funds have been budgeted for this project.

The council should also diligently move forward with upgrading the other 2 wells referenced in Option 2 above and complete by the next MDH inspection anticipated in October 2016. The cost for these improvements will be approximately \$150,000 and take 2 months to complete.

Attachments:

Contractor Quotes
Previous Council Memo regarding capacity

**CITY OF GAUTIER
STANDARD CONSTRUCTION CONTRACT**

THIS AGREEMENT made as of the _____ day of _____, in the year 2016 by and between the

CITY OF GAUTIER
(hereinafter called OWNER) and

LYMAN WELL
(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

***UPGRADE THE OFFICE WELL: PHASE I
(as more fully described in the Written Estimate provided by Contractor)***

ARTICLE 2: CONTRACT ADMINISTRATOR

ClearWater Solutions, the City's public works contractor, is known as the Contract Administrator throughout the Contract Documents.

ARTICLE 3: CONTRACT TIME

The work herein described shall be completed within 60 Calendar days for the project after the date of the Contract Time commences, which will be identified in the Notice to Proceed Letter. The Contractor agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter, during which the project is not substantially complete.

ARTICLE 4: CONTRACT PRICE

CONTRACTOR submitted a written proposal for the performance of the work described in the contract documents in the total sum of:

\$ 40,200.00.

ARTICLE 5: PAYMENT

CONTRACTOR shall submit an application for full and final payment upon completion of the project. OWNER shall make full and final payment on the basis of CONTRACTOR'S Application for payment as approved by the City Council and/or CONTRACT ADMINISTRATOR (if applicable), provided that the estimate reaches the OWNER in due time to be placed on the docket. All progress payments will be on the basis of the approved progress of the work completed and stored to date. Payment shall be contingent upon the Contract Administrator's approval as to completion and quality of workmanship.

ARTICLE 6: CONTRACT DOCUMENTS

The Contract Documents, which comprise the contract between the OWNER and CONTRACTOR, consists of the following documents, which documents are made a part of this agreement as fully as if disclosed and written at length and made a part thereof:

- 6.1 This agreement,
- 6.2 Exhibits to this Agreement, if any,
- 6.3 CONTRACTOR's Proposal, Written Estimate and Bonds,
- 6.4 Notice of Award,
- 6.5 Request for Proposal, if any,
- 6.6 Special Provisions, if any,
- 6.7 Technical Specifications, if any
- 6.8 Drawings, if any,
- 6.9 Any Addenda to the contract documents.
- 6.10 Any modifications, including Change Orders, duly delivered and approved by City Council, after execution of this Agreement, and
- 6.11 Notice to Proceed.

ARTICLE 7: MISCELLANEOUS

- 7.1 Terms used in this Agreement shall have the meanings indicated in the Specifications.
- 7.2 Neither the OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, CONTRACTOR shall not assign any moneys due or to become due without prior written consent of OWNER.
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may be only altered, amended or repealed by a duly executed written instrument.
- 7.5 Contractor shall guarantee all work for two full years after the date of final payment by the OWNER for this project.
- 7.6 Insurance Requirements: CONTRACTOR shall carry commercial general liability insurance coverage with combined single limits for bodily injury and property damage in an amount no less than \$1,000,000.00. OWNER shall be named on said policy as an additional insured. CONTRACTOR will be required to present the OWNER with a copy

of this policy naming the OWNER as an additional insured. CONTRACTOR further indemnifies and holds the OWNER harmless from and against any loss, damage and liabilities occasioned by, growing out of, or resulting from the activities undertaken pursuant to this agreement.

- 7.7 The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes, and charges and fees during the life of this contract. This requirement is a material condition of the Contract.
- 7.8 The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set in CITY ordinances.
- 7.9 The CONTRACTOR warrants and certifies that CONTRACTOR and all other persons designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services and that CONTRACTOR and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided herein.
- 7.10 The CONTRACTOR shall comply with city, state, and federal requirements regarding erosion and sediment control during construction. The OWNER reserves the right to withhold progress and/or final payments if the construction site is not in compliance with the approved Storm Water Pollution Prevention Plan (SWPPP).

ARTICLE 8: OTHER PROVISIONS

- 8.1 OWNER will monitor the performance of CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by OWNER will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time as determined by the OWNER after being notified by OWNER, contract suspension or termination procedures will be initiated.
- 8.2 OWNER may terminate this contract at any time, without cause, by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by CONTRACTOR under this agreement shall, at the option of OWNER, become the property of OWNER, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed (by unit price) on such documents or materials prior to the termination. Upon termination for convenience, the payment made to CONTRACTOR will be based upon approved units completed. OWNER may also suspend or terminate this Agreement, in whole or in part, if CONTRACTOR materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and OWNER may declare CONTRACTOR ineligible for any further participation in OWNER contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe CONTRACTOR is in noncompliance with any applicable rules or regulations, OWNER may withhold up to

fifteen (15) percent of said contract funds until such time as CONTRACTOR is found to be in compliance by OWNER, or is otherwise adjudicated to be in compliance.

- 8.3 If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than ninety (90) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, according to the terms of this contract.
- 8.4 CONTRACTOR shall provide payment and performance bonds made payable to the City of Gautier in sums required by statute, executed by a corporate surety, and acceptable to CITY, who is licensed pursuant to the laws of Mississippi and relevant federal regulations in the annual amount of the contract. Said bonds must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The bonds must clearly and prominently display on the bond or on an attachment to the bond: the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.
- 8.5 CONTRACTOR shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal Audit Findings, which ever occurs later.
- 8.6 CONTRACTOR agrees to comply with the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- 8.7 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. CONTRACTOR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 8.8 CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Hatch Act, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S. C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CONTRACTOR shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OWNER for review upon request.
- 8.9 Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or

receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants' health or safety.

- 8.10 Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
- 8.11 If this contract results in any copyrightable or patentable material, OWNER and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.
- 8.12 All CONTRACTOR records with respect to any matters covered by this agreement shall be made available to OWNER, grantor agency, the Comptroller General of the United States, their designees or the Federal Government, at any time during normal business hours, as often as OWNER or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
- 8.13 CONTRACTOR shall retain all records pertinent to subcontracts incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.
- 8.14 CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract, if applicable:
- Clean Air Act, 42 U.S.C., 1857, et seq. (Amended to 42 U.S.C., 7602, et. seq.)
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1368 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 15, as amended.
- 8.15 CONTRACTOR agrees to procure SUBCONTRACTORS in a fair and nondiscriminatory manner.
- 8.16 The OWNER'S representative for all contract related communications is:
- Name: Paula Yancey
Title: City Manager
Phone: (228) 497-8000
- 8.17 The OWNER'S representative for all technical/construction related communications is:
- Name: Chad Jordan, ClearWater Solutions
Title: Contract Administrator
Phone: (____) _____
- 8.18 The CONTRACTOR'S representative for all contract related communications is:
- Name: _____

Title: _____

Phone: (____) _____

8.19 The CONTRACTOR'S representative for all technical/construction related communications is:

Name: _____

Title: _____

Phone: (____) _____

8.20 CONTRACTOR shall ensure that each SUBCONTRACT includes all the provisions of this contract. CONTRACTOR is responsible for monitoring all SUBCONTRACTORS to ensure compliance with the provisions contained herein. CONTRACTOR shall not enter into any SUBCONTRACT without the written approval of OWNER.

The terms of this contract, and all actions arising therefrom, are governed by and subject to the laws of the State of Mississippi

IN WITNESSETH WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER: _____

CONTRACTOR: _____

BY: _____

BY: _____

(Corporate Seal)

ATTEST: _____

ATTEST: _____

Councilman Vaughan made the motion to discuss the City's paving list.

Councilwoman Martin seconded the motion and it carried unanimously.

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

ORDER NUMBER 116-2016

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 17, 2016.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT Account Number 001-000-104	161630	05/17/2016	04/29/2016			32,037.57	
		Description		Invoice #	Date	P.O.	Amount	
		TR MDOT REIMB: FUND 130		04292016	04/29/2016			32,037.57
001	STEINER SAW & MOWER Account Number 001-170-639 001-170-639 001-170-639 001-170-639	161631	05/17/2016	05/02/2016			296.50	
		Description		Invoice #	Date	P.O.	Amount	
		FLOAT(4), GAS CAP(2), FILTER(2)		908932	04/06/2016			92.00
		WHEEL BRG KIT(2), SLEEVE(2)		444685	04/14/2016			64.00
		HARNES, BELT, PRE FILTER, GASKET		444696	04/18/2016			81.00
		SPARK PLUG(6), FILTER, BLADE(2)		028379	04/26/2016			59.50
001	BELL AUTO PARTS, INC. Account Number 001-100-570 001-170-639 001-170-639 001-170-639 001-161-639	161632	05/17/2016	05/02/2016			377.20	
		Description		Invoice #	Date	P.O.	Amount	
		SWITCH COVER		41320	04/12/2016			69.60
		CS HAVOLINE OIL, KEYS(4)		41321	04/13/2016			99.30
		CS HAVOLINE OIL, SCREWS(230)		41345	04/19/2016			95.70
		RIVET(50), BOLT(62), HONDA PRT		41346	04/20/2016			91.70
		HANDLER(2), FILTER(2), PLUG(2)		41347	04/22/2016			20.90
001	GLOBALSTAR Account Number 001-092-605	161634	05/17/2016	05/02/2016			53.32	
		Description		Invoice #	Date	P.O.	Amount	
		MONTHLY SERVICE		0007274190	04/16/2016			53.32
001	SECURE NETWORKS LLC Account Number 001-092-698	161635	05/17/2016	05/02/2016			2,280.00	
		Description		Invoice #	Date	P.O.	Amount	
		JUN 2016 NETWORK SERVICES		2714	04/14/2016			2,280.00
001	INFORMATION TECHNOLOGY SERVICE Account Number 001-100-640	161636	05/17/2016	05/02/2016			224.00	
		Description		Invoice #	Date	P.O.	Amount	
		APR 2016		0090046072	04/30/2016			224.00
001	PASCAGOULA UTILITIES Account Number 001-161-630 001-161-630	161637	05/17/2016	05/02/2016			34.29	
		Description		Invoice #	Date	P.O.	Amount	
		CENTRAL FIRE STN		1761138	04/27/2016			11.43
		SOUTH FIRE STN		1761322	04/27/2016			22.86
001	LAWRENCE PRINTING COMPANY, INC. Account Number 001-045-500 001-045-500	161640	05/17/2016	05/02/2016			435.88	
		Description		Invoice #	Date	P.O.	Amount	
		LASER CHECKS: GENERAL DEPOSIT		96223	04/26/2016			425.00
		SHIPPING		96223	04/26/2016			10.88
001	ALLEN'S TIRE AND WHEEL Account Number 001-170-639 001-170-639 001-170-639	161667	05/17/2016	05/02/2016			221.00	
		Description		Invoice #	Date	P.O.	Amount	
		PATCH (2): SCAG TIRE		160649	04/29/2016			50.00
		TRAILER TIRE, MOUNT, DISPOSAL		160649	04/29/2016			88.00
		TIRE, MOUNT/BALANCE, DISPOSAL		160649	04/29/2016			83.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC Account Number 001-090-698	161668	05/17/2016	05/03/2016			175.00	
		Description 5/21/16 PLANNING MTG		Invoice # MB666	Date 05/02/2016	P.O.	Amount	175.00
001	TEC Account Number 001-092-605	161669	05/17/2016	05/03/2016			101.62	
		Description MONTHLY LONG DISTANCE		Invoice # 858188	Date 05/01/2016	P.O.	Amount	101.62
001	LOWE'S HOME CENTER'S, INC. Account Number 001-170-635	161673	05/17/2016	05/03/2016			519.29	
		Description REPR ROOF: SENIOR CENTER		Invoice # 902388	Date 03/29/2016	P.O.	Amount	19.99
		001-170-559 PADLOCKS (3)		903631	03/30/2016			22.26
		001-205-559 WORK GLOVES, SAFETY GLASSES		902798	03/31/2016			35.32
		001-100-635 PIPE, SLIP ELBOW(2), COUPLING		901901	04/01/2016			12.72
		001-161-559 32CT PURIFIED WATER (10)		902837	04/04/2016			32.54
		001-205-559 FILTERS (2)		903749	04/04/2016			20.64
		001-100-559 FAUX WOOD BLIND, STUDS (5)		982497	04/05/2016			51.96
		001-170-559 PAINT ROLLER, DUCT TAPE		909812	04/07/2016			14.87
		001-201-559 STEEL REBAR (15)		901423	04/11/2016			69.53
		001-161-559 409 CLEANER (3), BULBS		909507	04/13/2016			30.88
		001-205-559 LIQUID PLMR		901517	04/14/2016			5.11
		001-205-559 ELECTRIC WIRE		902240	04/20/2016			28.83
		001-170-634 5LB DECK SCREWS		903341	04/21/2016			27.91
		001-170-634 TREATED LUMBER (10)		902529	04/21/2016			74.19
		001-170-577 STRIPING PAINT (2), LOCKS (2)		910234	04/22/2016			72.54
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	161674	05/17/2016	05/04/2016			24,877.25	
		Description APR 2016 ASSESSMENT		Invoice # 04302016	Date 05/03/2016	P.O.	Amount	24,877.25
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	161675	05/17/2016	05/04/2016			211.00	
		Description APR 2016 SPECIAL ASSESSMENTS		Invoice # 04302016	Date 05/03/2016	P.O.	Amount	211.00
001	CAPITOL RESOURCES LLC Account Number 001-001-698	161676	05/17/2016	05/04/2016			2,500.00	
		Description MAY 2016:GOVT RELATION SERVS		Invoice # 6149	Date 05/01/2016	P.O.	Amount	2,500.00
001	SECURE NETWORKS LLC Account Number 001-092-698	161677	05/17/2016	05/04/2016			2,300.00	
		Description AVG ANTI VIRUS 1YR RENEWAL		Invoice # 2731	Date 05/03/2016	P.O.	Amount	2,300.00
001	LAMEY ELECTRIC INC Account Number 001-201-576	161678	05/17/2016	05/04/2016			3,585.85	
		Description REPL POLE: G/V-MBLUFF		Invoice # 13935	Date 04/26/2016	P.O.	Amount	597.09
		001-201-576 LABOR & EQUIPMENT		13935	04/26/2016			2,988.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	161679	05/17/2016	05/04/2016			2,499.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	FEB 2016 CLUB SUPPORT		02292016	05/04/2016			833.33
	001-170-645	MAR 2016 CLUB SUPPORT		03312016	05/04/2016			833.33
	001-170-645	APR 2016 CLUB SUPPORT		04302016	05/04/2016			833.33
001	VERNON W DOSTER MD	161684	05/17/2016	05/04/2016			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: PRICE,D		20450	04/25/2016			50.00
	001-100-604	PRE-EMP DRUG SCREEN: PRICE,D		20450	04/25/2016			25.00
	001-100-604	PRE-EMP PHYSICAL: PATRICK,A		20452	04/25/2016			50.00
	001-100-604	DRUG SCREEN: PATRICK,A		20452	04/25/2016			25.00
001	SYSCON INC	161685	05/17/2016	05/04/2016			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAY 2016 COURT SUPPORT		1-34693	05/02/2016			1,475.00
001	DANCEL MULTIMEDIA	161686	05/17/2016	05/04/2016			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAY 2016 WEBSITE HOSTING		1088	04/20/2016			250.00
001	CABLE ONE INC	161689	05/17/2016	05/05/2016			108.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAY 2016: #107571481		04242016	05/01/2016			108.51
001	M & E FEED & SEED	161690	05/17/2016	05/05/2016			83.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5001	04/06/2016			41.99
	001-100-514	DOG FOOD		5004	04/15/2016			41.99
001	AUTO TRUCK AND TRAILER PARTS INC	161692	05/17/2016	05/05/2016			186.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	MINERAL SPIRITS,WIRE CONN(2)		256054	04/13/2016			64.48
	001-161-638	MOUNT (2)		256173	04/21/2016			22.00
	001-161-638	LIGHT (4)		256167	04/21/2016			84.00
	001-161-638	AIR COMPRESSOR		256260	04/21/2016			15.86
001	O'REILLY AUTO PARTS	161696	05/17/2016	05/06/2016			2,113.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	THERMOSTAT		1978414354	03/29/2016			17.13
	001-100-570	TENSIONER		1978414403	03/30/2016			47.80
	001-100-570	OIL FILTER		1978414426	03/30/2016			2.69
	001-161-638	PWR WINDOW SW,FILTER, OIL(2)		1978414529	03/31/2016			90.06
	001-100-570	AIR DOOR ACTUATOR		1978414590	03/31/2016			23.77
	001-161-638	64 OZ PROTECTANT, 1GAL WASH		197845128	04/04/2016			21.98
	001-100-570	SPARK PLUG(10), DEEP CREEP		1978415177	04/05/2016			41.39
	001-170-639	VPOWER PLUG(6),BRAKE CLN(12)		1978415373	04/06/2016			47.22
	001-100-570	BRK CALIPER,METALLIC PAD:#37		1978415445	04/07/2016			73.02
	001-100-570	METALLIC PAD(2),BRK CALIPER(2)		1978415448	04/07/2016			9.60
	001-100-570	SHOCK BUSHING: #37		1978415468	04/07/2016			4.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	161696	05/17/2016	05/06/2016			2,113.46	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	1GAL CAR WASH	1978415544	04/07/2016			4.99	
	001-100-570	SENSOR: U #11277	1978416822	04/11/2016			20.50	
	001-090-638	PARTS: ACO TRUCK	1978416136	04/12/2016			249.19	
	001-170-638	TENSIONER, IDLER PULLEY, VBELT	1978416159	04/12/2016			137.87	
	001-170-638	WIPER BLADE(2), PULLEY	1978416161	04/12/2016			53.73	
	001-100-570	1GAL ANTIFREZ (6)	1978416372	04/14/2016			77.94	
	001-100-570	TENSIONER, TREATMENT (2)	1978416455	04/15/2016			44.43	
	001-170-639	MOLY GREASE(10), GR5 NUTS	1978416816	04/18/2016			39.39	
	001-100-570	1GAL ANTIFREZ (2)	1978416832	04/18/2016			23.98	
	001-161-638	64 OZ WASH WAX	1978417701	04/25/2016			6.59	
	001-090-638	CALIPER BRKT, BRAKE HOSE	1978417707	04/25/2016			72.76	
	001-100-570	WINDOW REGULATOR: U #13497	1978417757	04/25/2016			65.99	
	001-205-638	FILTER(3), WIPER BLADE(2), OIL	1978417820	04/26/2016			56.80	
	001-161-638	1GAL CAR WASH(4), DRAIN PAN	1978417868	04/26/2016			29.45	
	001-100-570	AC CONDENSER: U #12800	1978417948	04/27/2016			146.69	
	001-100-570	1GAL ANTIFREZ (2): U #12800	1978417949	04/27/2016			37.98	
	001-170-639	BATT CHARGER	1978417957	04/27/2016			19.99	
	001-100-570	ALTERNATOR: UNIT 50	1978417005	04/19/2016			285.59	
	001-100-570	RADIATOR: 2009 CHARGER	1978417005	04/19/2016			198.56	
	001-100-570	FAN ASSEMBLY: 2009 CHARGER	1978417005	04/19/2016			161.39	
001	G&K SERVICES INC	161699	05/17/2016	05/09/2016			233.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	1033709586	04/04/2016			58.36	
	001-205-535	MAINTENANCE	1033711842	04/11/2016			58.36	
	001-205-535	MAINTENANCE	1033714100	04/18/2016			58.36	
	001-205-535	MAINTENANCE	1033716360	04/25/2016			58.36	
001	AIRGAS USA LLC	161700	05/17/2016	05/09/2016			195.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9935841085	04/30/2016			195.95	
001	MALLETTE BROTHERS CONSTRUCTION, INC	161701	05/17/2016	05/09/2016			1,190.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	1.62 TN RIP RAP	18771	05/03/2016			89.10	
	001-201-576	27.43 TN SACTUN A-BASE	18771	05/03/2016			822.90	
	001-201-576	3.71 TN ASPHALT	18771	05/03/2016			278.25	
001	MS GULF COAST COMMUNITY COLLEGE	161705	05/17/2016	05/10/2016			4,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BASIC LEO ACADEMY: MATHIS	16-028	05/04/2016			3,600.00	
	001-100-681	RECERT LEO ACADEMY: WILSON	16-028	05/04/2016			900.00	
001	FINN, KEVIN	161707	05/17/2016	05/10/2016			144.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM: FI 1033	05162016	03/08/2016			144.00	
001	LLOYD B MARSHALL JR CPA	161708	05/17/2016	05/10/2016			978.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-600	PROGRESS PMT FY 2015	12	05/10/2016			978.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	161709	05/17/2016	05/10/2016			10,104.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	MAY 2016 RETAINER		22	05/04/2016			7,916.67
	001-021-601	INTERIM CITY MGR: 17.5 HRS		23	05/04/2016			2,187.50
001	FUELMAN OF MS	161710	05/17/2016	05/10/2016			2,334.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP47340386	05/02/2016			44.95
	001-100-525	UNL FUEL		NP47340386	05/02/2016			1,777.56
	001-161-525	UNL & DSL FUEL		NP47340386	05/02/2016			289.05
	001-170-525	UNL & DSL FUEL		NP47340386	05/02/2016			80.74
	001-205-525	UNL & DSL FUEL		NP47340386	05/02/2016			142.48
001	FUELMAN OF MS	161711	05/17/2016	05/10/2016			2,513.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP47400767	05/09/2016			25.09
	001-092-525	UNL FUEL		NP47400767	05/09/2016			37.63
	001-100-525	UNL FUEL		NP47400767	05/09/2016			1,949.17
	001-161-525	UNL & DSL FUEL		NP47400767	05/09/2016			322.81
	001-170-525	UNL & DSL FUEL		NP47400767	05/09/2016			140.58
	001-205-525	UNL FUEL		NP47400767	05/09/2016			38.06
001	JOHN G CLARK	161714	05/17/2016	05/10/2016			161.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	COURT COSTS: CI 2013-00,074		02012016	03/23/2016			161.00
001	C SPIRE WIRELESS	161716	05/17/2016	05/10/2016			1,652.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	04/30/2016			123.96
	001-022-605	HR CELL PHONES		0030759348	04/30/2016			61.97
	001-040-605	ADMIN CELL PHONES		0030759348	04/30/2016			438.93
	001-090-605	ECON DEV CELL PHONES		0030759348	04/30/2016			309.85
	001-161-605	FIRE DEPT CELL PHONES		0030759348	04/30/2016			191.91
	001-170-605	RECREATION CELL PHONES		0030759348	04/30/2016			217.49
	001-205-605	MAINT CELL PHONES		0030759348	04/30/2016			26.87
	001-021-559	CHARGER		0030759348	04/30/2016			18.53
	001-040-559	LIFEPROOF CASE		0030759348	04/30/2016			55.99
	001-090-639	REPAIR FEE - ACO PHONE		0030759348	04/30/2016			129.00
	001-161-559	LIFEPROOF CASE/BELT CLIP		0030759348	04/30/2016			77.97
001	CREDIT CARD CENTER	161718	05/17/2016	05/10/2016			2,070.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-681	WORKERS COMP CLASS: PUGH,J		631584	03/30/2016			30.00
	001-022-681	WORKERS COMP CLASS: HILL,L		807663	03/30/2016			30.00
	001-021-681	HOTEL-SSP FUNDING: GOLLOTT		431114	03/30/2016			195.00
	001-021-681	HOTEL-SSP FUNDING: ABELL		431296	03/30/2016			195.00
	001-092-625	PET INSURANCE: CAESAR		887191	04/11/2016			498.15
	001-090-681	ANIMAL CRUELTY INV: CREEL,C		800088	04/13/2016			540.00
	001-022-596	EMP PICNIC (DONATED FUNDS)		513734	04/26/2016			41.46
	001-022-596	EMP PICNIC (DONATED FUNDS)		916769	04/27/2016			8.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	161718	05/17/2016	05/10/2016			2,070.10	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-596	EMP PICNIC (DONATED FUNDS)		500037	04/27/2016			43.36
	001-022-596	EMP PICNIC (DONATED FUNDS)		472355	04/27/2016			488.57
001	SINGING RIVER E.P.A.	161720	05/17/2016	05/10/2016			1,539.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		04162016	04/27/2016			230.81
	001-170-631	BACOT PARK 10137		04162016	04/27/2016			1,162.86
	001-201-629	SIGNAL LIGHTS 10138		04162016	04/27/2016			146.14
001	BROADCAST MUSIC INC	161723	05/17/2016	05/11/2016			336.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE 2427468		28043632	05/02/2016			336.00
001	ALABAMA MEDIA GROUP	161724	05/17/2016	05/11/2016			220.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	HEARING NOTICE: UDO AMEND		0007636523	04/17/2016	160679		16.92
	001-040-615	PUBLICATION: CABLE FRANCHISE		0007649345	04/29/2016	160716		29.16
	001-040-615	PUBLICATION: KEEPING OF BEES		0007649316	04/29/2016	160716		100.68
	001-040-615	PUBLICATION: RENAME ALLEN RD		0007649331	04/29/2016	160716		73.44
001	CAN'T MISS EMBROIDERY/CITY SPORTS CTR.	161725	05/17/2016	05/11/2016			129.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	POLO SHIRTS EMBROIDERY (5)		17284	05/01/2016	160741		129.90
001	TEAM ONE COMMUNICATIONS, INC	161726	05/17/2016	05/11/2016			840.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BATT IMPRES:APX1000/4000 (5)		9020010151	04/27/2016	160693		465.00
	001-100-639	REMOTE SPEAKER MIC (5)		9020010321	05/05/2016	160722		375.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	161728	05/17/2016	05/11/2016			445.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	SERVICE CALL: COPY MACHINE		AR275325	05/03/2016	160689		125.00
	001-100-639	SHARP ROLLERS (2)		AR275325	05/03/2016	160689		320.00
001	GULF COAST BUSINESS SUPPLY CO.	161729	05/17/2016	05/11/2016			99.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS/16 BROWN MF TOWELS (4)		126403	04/29/2016	160714		67.16
	001-161-500	1" BINDER (3)		126403	04/29/2016	160714		8.97
	001-092-510	CS/500 CAN LINERS 24X33		126403	04/29/2016	160714		23.49
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	161730	05/17/2016	05/11/2016			10.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-500	NAME INSERT PLATE:YANCEY,P		020949	05/06/2016	160761		10.00
001	NAFECO, INC. (NORTH ALABAMA FIRE EQUIP.)	161731	05/17/2016	05/11/2016			545.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	TACTICAL PANT 32X30 (3)		824469	04/28/2016	160702		94.50
	001-161-535	TACTICAL PANT 34X30 (3)		824469	04/28/2016	160702		94.50
	001-161-535	TACTICAL PANT 32X30		824469	04/28/2016	160702		31.50
	001-161-535	TACTICAL PANT 34X30		824469	04/28/2016	160702		31.50
	001-161-535	TACTICAL PANT 36X32 (6)		824469	04/28/2016	160702		189.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NAFECO, INC. (NORTH ALABAMA FIRE EQUIP.)	161731	05/17/2016	05/11/2016			545.28	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SHIPPING		824469	04/28/2016	160702		16.00
	001-161-535	TACTICAL SHIRT LS MED		824971	05/03/2016	160702		38.95
	001-161-535	TACTICAL SHIRT LS XL		824971	05/03/2016	160702		38.95
	001-161-535	SHIPPING		824971	05/03/2016	160702		10.38
001	VERNON W DOSTER MD	161733	05/17/2016	05/11/2016			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-604	PRE-EMP DRUG SCREEN:ANSEMAN		20416	04/19/2016	160691		45.00
	001-161-604	PRE-EMP PHYSICAL:ANSEMAN		20416	04/19/2016	160691		50.00
	001-161-604	PRE-EMP PFT:ANSEMAN		20416	04/19/2016	160691		45.00
	001-161-604	PRE-EMP DRUG SCREEN:STOCKMAN		20431	04/20/2016	160691		45.00
	001-161-604	PRE-EMP PHYSICAL:STOCKMAN		20431	04/20/2016	160691		50.00
	001-161-604	PRE-EMP PFT:STOCKMAN		20431	04/20/2016	160691		45.00
001	GREGGS AFFORDABLE AUTO GLASS	161734	05/17/2016	05/11/2016			380.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPL WINDSHIELD: U #123		35116	04/27/2016	160711		155.00
	001-100-638	REPL PSGR GLASS: U#160808		35192	05/10/2016	160767		225.00
001	PASCAGOULA TIRE & SERVICE INC	161735	05/17/2016	05/11/2016			971.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET FS FIREHAWK GTZ: U #109		68976	05/05/2016	160750		485.52
	001-100-638	SET FS FIREHAWK GTZ: U #104		69026	05/10/2016	160750		485.52
001	BAYOU CONCRETE, LLC	161737	05/17/2016	05/11/2016			791.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7 YDS 3000 PSI: HASTING RD		125394	04/20/2016	160667		756.00
	001-201-576	BAG OF FIBER (7)		125394	04/20/2016			35.00
001	RIVIERA FINANCE OF TEXAS INC	161738	05/17/2016	05/11/2016			1,699.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TIRES 12R22.5 (4): MOUNTED		70500	04/25/2016	160697		1,580.00
	001-161-638	SERVICE CALL		70500	04/25/2016	160697		79.00
	001-161-638	WASTE FEE: E2		70500	04/25/2016	160697		40.00
001	POWELL CONSTRUCTION SERVICE'S INC	161739	05/17/2016	05/11/2016			13,546.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	REPL DAMAGE CNTL BX: DOLPHIN		0972	05/02/2016	160348		13,546.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	161741	05/17/2016	05/11/2016			623.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	LEXMARK TONER CARTRIDGE		3299997670	04/22/2016	160699		314.44
	001-090-500	HP951 TRI COLOR CARTRIDGE		3300144128	04/23/2016	160709		59.99
	001-090-500	BLUE LEG FOLDERS 100/BX		3300144128	04/23/2016	160709		14.54
	001-090-500	RED LEG FOLDERS 100/BX (4)		3300144128	04/23/2016	160709		58.16
	001-090-500	CS COPY PAPER 8.5X11		3300144128	04/23/2016	160709		67.98
	001-090-500	BALLPOINT PENS BLK DZ (2)		3300144128	04/23/2016	160709		15.32
	001-090-500	BALLPOINT PENS RED DZ		3300144128	04/23/2016	160709		7.66
	001-090-500	DURACELL AA BATT 36/PK		3300144128	04/23/2016	160709		18.19
	001-090-500	DURACELL AAA BATT 24/PK		3300144128	04/23/2016	160709		13.99
	001-040-500	PASTEL PAPER 8.5X11 RM (12)		3300946228	04/30/2016	160723		53.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TASER INTERNATIONAL INC Account Number 001-100-639	161743	05/17/2016	05/11/2016			43.42	
		Description		Invoice #	Date	P.O.	Amount	
		XDPM BATT ASBL: RMA TASER		SI1437503	05/05/2016	160728		43.42
001	THE FIRE STORE Account Number 001-161-535 001-161-535 001-161-535	161744	05/17/2016	05/11/2016			589.59	
		Description		Invoice #	Date	P.O.	Amount	
		BLACK BADGE HOLDER (38)		1694147	04/28/2016	160686		531.62
		BROWN BADGE HOLDER (2)		1694147	04/28/2016	160686		29.98
		SHIPPING		1694147	04/28/2016	160686		27.99
001	SUNNY COMMUNICATIONS INC Account Number 001-100-639 001-100-639	161751	05/17/2016	05/11/2016			287.00	
		Description		Invoice #	Date	P.O.	Amount	
		REPL HOUSING ASSY: XTS2500		54085	04/27/2016	160727		275.00
		SHIPPING		54085	04/27/2016	160727		12.00
FUND TOTAL	1 Claims to	Checks	56 Total	126,550.84	Manual	Held	Total	126,550.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
020	BROWN MITCHELL & ALEXANDER INC	161766	05/17/2016	05/12/2016			6,169.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	020-201-603	CONSTRUCTION ADMIN		21401	05/10/2016		3,812.25	
	020-201-603	RPR PROFESSIONAL FEES		21401	05/10/2016		2,142.00	
	020-201-603	REPRODUCTION		21401	05/10/2016		214.95	
FUND TOTAL	20 Claims	to	Checks	1 Total	6,169.20	Manual	Held	Total 6,169.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWE'S HOME CENTER'S, INC. Account Number 130-130-755	161671	05/17/2016	05/03/2016			898.18	
		Description		Invoice #	Date	P.O.	Amount	
		SUPPLIES: RENOVATE FIRE STN		981680	03/21/2016			353.82
		SUPPLIES: RENOVATE FIRE STN		909893	03/31/2016			481.33
		SUPPLIES: RENOVATE FIRE STN		903823	04/05/2016			20.35
		SUPPLIES: RENOVATE FIRE STN		901180	04/06/2015			8.70
		SUPPLIES: RENOVATE FIRE STN		902007	04/14/2016			33.98
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	161767	05/17/2016	05/12/2016			3,578.11	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		917482	09/14/2015			3,578.11
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	161768	05/17/2016	05/12/2016			4,481.81	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		919380	09/30/2015			4,481.81
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-770	161769	05/17/2016	05/12/2016			22,300.90	
		Description		Invoice #	Date	P.O.	Amount	
		ENGINEERING: MARTIN BLUFF		922701	10/31/2015			22,300.90
FUND TOTAL 130 Claims	to	Checks	4 Total	31,259.00	Manual	Held	Total	31,259.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SUNNY COMMUNICATIONS INC	161752	05/17/2016	05/11/2016			11,735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	XTS2500 800 MDL 2: RADIO(12)		53951	04/25/2016	160698		11,700.00
	157-100-799	SHIPPING		53951	04/25/2016	160698		35.00
FUND TOTAL 157 Claims	to	Checks	1 Total	11,735.00	Manual	Held		Total 11,735.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	ORR SAFETY CORPORATION	161750	05/17/2016	05/11/2016			36,962.22	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	160-161-799		FIRE FIGHTER JACKET (26)	INV3607698	04/21/2016	160365	11,844.56	
	160-161-799		DEFENDER LINER (26)	INV3607698	04/21/2016	160365	7,511.14	
	160-161-799		LETTERING/NUMBERS (26)	INV3607698	04/21/2016	160365	411.58	
	160-161-799		LAKELAND TWILL THUMB LOOP (26)	INV3607698	04/21/2016	160365	286.00	
	160-161-799		VELCO TAIL LETTER PATCH (26)	INV3607698	04/21/2016	160365	829.40	
	160-161-799		LAZER TRIM F/COAT (26)	INV3607698	04/21/2016	160365	481.78	
	160-161-799		FIRE FIGHTER PANTS (26)	INV3607698	04/21/2016	160365	8,811.14	
	160-161-799		DEFENDER LINER (26)	INV3607698	04/21/2016	160365	5,994.56	
	160-161-799		SHIPPING	INV3607698	04/21/2016	160365	357.06	
	160-161-799		FIRE FIGHTER GLOVES (5)	INV3621211	05/05/2016	160365	420.00	
	160-161-799		SHIPPING	INV3621211	05/05/2016	160365	15.00	
FUND TOTAL 160 Claims	to	Checks	1 Total	36,962.22	Manual	Held	Total	36,962.22

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
171	LOWE'S HOME CENTER'S, INC. Account Number 171-021-779	161672	05/17/2016	05/03/2016			480.48		
		Description		Invoice #	Date	P.O.	Amount		
		SUPPLIES: CITY PARK COTTAGE		901431	04/11/2016			480.48	
171	HOME TOWN LUMBER & SUPPLY, INC Account Number 171-021-779	161747	05/17/2016	05/11/2016			299.00		
		Description		Invoice #	Date	P.O.	Amount		
		2850 SAVANNAH WINDOW (2)		63202	04/04/2016	160474		299.00	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-021-779 171-021-779 171-021-779	161770	05/17/2016	05/12/2016			3,547.11		
		Description		Invoice #	Date	P.O.	Amount		
		WETLAND PERMITTING:PROF FEES		21402	05/10/2016			1,320.00	
		PRELIM ENGINEERING:PROF FEES		21402	05/10/2016			2,132.75	
		REPRODUCTION		21402	05/10/2016			94.36	
FUND TOTAL 171 Claims to		Checks	3 Total	4,326.59	Manual		Held	Total	4,326.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	161704	05/17/2016	04/22/2016			4,390.45	
					Invoice # APR 2016	Date 04/22/2016	P.O. Amount	4,390.45
FUND TOTAL	172 Claims	to	Checks	1 Total	4,390.45	Manual	Held	Total 4,390.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
175	MALLETTE BROTHERS CONSTRUCTION, INC Account Number 175-170-720	161703	05/17/2016	05/10/2016			367.58	
					Invoice # 18770	Date 04/30/2016		
						P.O.	Amount	367.58
		23.50	CY FILL SAND					
FUND TOTAL 175 Claims	to	Checks	1 Total		367.58 Manual		Held	Total 367.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
176	BELL AUTO PARTS, INC.	161633	05/17/2016	05/02/2016			617.49		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-639	5GAL HYD FLUID (2)		41319	04/12/2016			99.00	
	176-170-639	MODULE		41322	04/14/2016			99.95	
	176-170-639	PARTS: EXMARK		41323	04/14/2016			83.86	
	176-170-639	PARTS: EXMARK		41325	04/15/2016			91.15	
	176-170-639	COILS, KEYS (10)		41348	04/25/2016			81.40	
	176-170-639	COILS: EXMARK		41350	04/26/2016			69.90	
	176-170-639	BELT: EXMARK		41349	04/28/2016			92.23	
176	FUELMAN OF MS	161712	05/17/2016	05/10/2016			31.45		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL		NP47400767	05/09/2016			31.45	
176	C SPIRE WIRELESS	161717	05/17/2016	05/10/2016			123.96		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE		0030759348	03/31/2016			61.99	
	176-170-605	CELL PHONE		0030759348	04/30/2016			61.97	
176	SINGING RIVER E.P.A.	161719	05/17/2016	05/10/2016			1,454.59		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES	76854002	04162016	04/27/2016			1,391.32	
	176-170-631	HOUSE	76855002	04162016	04/27/2016			63.27	
176	REYNOLDS WHOLESALE CO.	161727	05/17/2016	05/11/2016			127.75		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-559	CS 12/8" BROWN ROLL TOWELS		50559	04/27/2016	160719		23.95	
	176-170-559	1GAL NABC DISINFECTANT (2)		50559	04/27/2016	160719		21.90	
	176-170-559	CS/12 JUMBO JR TISSUE (2)		50559	04/27/2016	160719		51.00	
	176-170-559	1GAL HAND SOAP		50559	04/27/2016	160719		10.95	
	176-170-559	CS BROWN MF TOWELS		50559	04/27/2016	160719		19.95	
176	CUPIT SIGNS INC	161745	05/17/2016	05/11/2016			149.98		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-559	30X60 BANNER:ARCHERY TOURN(2)		12496	05/05/2016	160751		149.98	
176	SPORTABOUT	161748	05/17/2016	05/11/2016			400.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-541	T-SHIRTS SCREEN PRINT (50)		3872	05/06/2016	160762		400.00	
176	GEIGER	161749	05/17/2016	05/11/2016			70.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-541	VECTOR ART: ALLIGATOR DESIGN		3058149	05/05/2016	160749		70.00	
FUND TOTAL	176 Claims	to	Checks	8 Total	2,975.22	Manual	Held	Total	2,975.22

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	161638	05/17/2016	05/02/2016			78.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	APR 2016: #107663106		04162016	04/23/2016			78.77
400	JACKSON COUNTY UTILITY AUTHORITY	161639	05/17/2016	05/02/2016			177,677.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	MAY 2016 TREATMENT CHGS		73951	05/01/2016			168,775.00
	400-651-668	MAY 2016 ACTUAL FLOW ADJ		73951	05/01/2016			8,902.00
400	U S POSTAL SERVICE	161641	05/17/2016	05/02/2016			86.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	ANNUAL RENTAL: BOX 670		670-39553	05/02/2015			86.00
400	LOWE'S HOME CENTER'S, INC.	161670	05/17/2016	05/03/2016			92.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-586	REPR WINDOW: PW BUILDING		901067	04/04/2016			16.11
	400-651-559	MINI BLIND (2)		901223	04/07/2016			19.49
	400-651-586	SPRAY INSULATE, CAULK (2)		902377	04/15/2016			10.87
	400-651-586	ROOF COATING, PAINT BRUSH (3)		903115	04/15/2016			32.51
	400-651-583	50LBS CONCRETE (5)		901530	04/15/2016			13.28
400	CLEARWATER SOLUTIONS LLC	161687	05/17/2016	05/04/2016			203,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	APR 2016 OPERATION FEE		GAUTIER041	05/01/2016			203,357.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	161697	05/17/2016	05/09/2016			431.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF - TIMBERLANE		6373062134	05/01/2016			431.47
400	COAST CHLORINATOR & PUMP CO., INC.	161698	05/17/2016	05/09/2016			2,420.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	HYDRO VACUUM REG (4)		64223	03/24/2016			644.00
	400-651-581	VENT PLUG		64223	03/24/2016			45.00
	400-651-581	INLET VALVE		64223	03/24/2016			104.00
	400-651-581	REMOTE METER KIT		64223	03/24/2016			70.00
	400-651-581	ASP PM KIT		64223	03/24/2016			89.00
	400-651-581	BOTTOM METER BLOCK (2)		64223	03/24/2016			92.00
	400-651-581	INLET PLUG W/"O" RINGS		64223	03/24/2016			52.00
	400-651-581	HYDRO RATE VALVE		64223	03/24/2016			79.00
	400-651-581	HYDRO ROLLING DIAPHRAGM		64223	03/24/2016			34.00
	400-651-581	O-RING FOR SEAL PLUG (2)		64223	03/24/2016			10.00
	400-651-581	O-RING FOR ASO/INJECTOR		64223	03/24/2016			6.00
	400-651-581	KIT,AUTO SWITCH OVER MOD(2)		64223	03/24/2016			222.00
	400-651-581	KIT,200 SERIES REMOTE		64223	03/24/2016			40.00
	400-651-581	TUBING CONNECTOR (5)		64223	03/24/2016			60.00
	400-651-581	INLET ADAPTER (3)		64223	03/24/2016			211.50
	400-651-581	THREADED FILTER HOLDER (2)		64223	03/24/2016			60.00
	400-651-581	YOKE SCREW (2)		64223	03/24/2016			22.00
	400-651-581	SHOP LABOR:PARTS WATER WELLS		64223	03/24/2016			580.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION, INC	161702	05/17/2016	05/09/2016			484.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	6.14 TN ASPHALT		18771	05/03/2016			484.50
400	MUELLER CO LLC	161715	05/17/2016	05/10/2016			1,237.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SOFTWARE SUPPORT: METERS		3311053	05/09/2016			1,237.50
400	SINGING RIVER E.P.A.	161721	05/17/2016	05/10/2016			3,787.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		04162016	04/27/2016			232.03
	400-651-631	LIFT STNS 17884		04162016	04/27/2016			1,779.57
	400-651-631	LIFT STNS 17883		04162016	04/27/2016			1,776.23
400	COAST BATTERY SPECIALIST, INC.	161732	05/17/2016	05/11/2016			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	12V 5 AHR BATT (10): WELLS		49045	05/30/2016	160725		120.00
400	COAST CHLORINATOR & PUMP CO., INC.	161736	05/17/2016	05/11/2016			68.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	S/S LIQ PRESSURE GAUGE (4)		64390	04/29/2016	160747		68.00
400	SOUTHERN WATERWORKS SUPPLY, INC	161740	05/17/2016	05/11/2016			396.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4" SCH 40 COUPLING (12)		64555	05/05/2016	160726		2.92
	400-651-581	3/4" SCH 40 MALE ADAPT (12)		64555	05/05/2016	160726		3.22
	400-651-581	1"X 3/4" BRASS COUP (12)		64555	05/05/2016	160726		226.65
	400-651-581	3/4" CORP STOP (6)		64555	05/05/2016	160726		183.48
	400-651-581	3/4" CORP STOP CTSXMIP (6)		64555	05/05/2016	160726		174.68
	400-651-581	6" X 4" PVC RUBBER COUP (7)		64555	05/05/2016	160726		76.64
	400-651-581	2" X CLOSE BRASS NIPPLE (2)		64555	05/05/2016	160726		15.65
	400-651-581	2" X 4" BRASS NIPPLE (2)		64555	05/05/2016	160726		25.40
	400-651-581	2" X 6" BRASS NIPPLE (2)		64555	05/05/2016	160726		37.53
	400-651-581	2" FP BRASS BALL VALVE (2)		64555	05/05/2016	160726		84.63
	400-651-581	6" X 4" PVC RUBBER COUP (6)		64555	05/05/2016	160726		65.69
	400-651-581	4" X 3" PVC RUBBER COUP (6)		64555	05/05/2016	160726		28.11
	400-651-581	4" X 2" SCH 40 BUSHING (6)		64555	05/05/2016	160726		38.48
	400-651-581	3/4" CORP STOP (6)		64614	05/09/2016	160726		-183.48
	400-651-581	3/4" CORP STOP CTSXMIP (6)		64614	05/09/2016	160726		-174.68
	400-651-581	6" X 4" PVC RUBBER COUP (7)		64614	05/09/2016	160726		-76.64
	400-651-581	6" X 4" PVC RUBBER COUP (6)		64614	05/09/2016	160726		-65.69
	400-651-581	4" X 3" PVC RUBBER COUP (6)		64614	05/09/2016	160726		-28.11
	400-651-581	4" X 2" SCH 40 BUSHING (6)		64614	05/09/2016	160726		-38.48
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 161742	05/17/2016	05/11/2016			62.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	HP 96 BLACK INK (2)		3300621537	04/29/2016	160717		62.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	VELLANO BROS INC	161746	05/17/2016	05/11/2016			160.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	UTILITY MARK PAINT GREEN (24)		S206867701	05/19/2016	160678		80.40
	400-651-581	UTILITY MARK PAINT BLUE (24)		S206867701	05/19/2016	160678		80.40
FUND TOTAL	400 Claims	to	Checks	15 Total	390,461.02	Manual	Held	Total 390,461.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	161688	05/17/2016	05/04/2016			82,127.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	APR 2016 RES GARBAGE SERV		0000727595	04/30/2016		79,347.36	
	404-677-693	APR 2016 CART RENTAL		0000727595	04/30/2016		2,547.82	
	404-677-693	APR 2016 COM CART RENTAL		0000727595	04/30/2016		232.36	
404	APPLEWHITE INDUSTRIES INC	161691	05/17/2016	05/05/2016			252.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	APR 2016 126 @ 2.00		2644	04/30/2016		252.00	
FUND TOTAL 404 Claims	to	Checks	2 Total	82,379.54	Manual	Held	Total	82,379.54

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	56 Total	126,550.84 Manual	Held	Total	126,550.84
FUND 20	Claims	to	Checks	1 Total	6,169.20 Manual	Held	Total	6,169.20
FUND 130	Claims	to	Checks	4 Total	31,259.00 Manual	Held	Total	31,259.00
FUND 157	Claims	to	Checks	1 Total	11,735.00 Manual	Held	Total	11,735.00
FUND 160	Claims	to	Checks	1 Total	36,962.22 Manual	Held	Total	36,962.22
FUND 171	Claims	to	Checks	3 Total	4,326.59 Manual	Held	Total	4,326.59
FUND 172	Claims	to	Checks	1 Total	4,390.45 Manual	Held	Total	4,390.45
FUND 175	Claims	to	Checks	1 Total	367.58 Manual	Held	Total	367.58
FUND 176	Claims	to	Checks	8 Total	2,975.22 Manual	Held	Total	2,975.22
FUND 400	Claims	to	Checks	15 Total	390,461.02 Manual	Held	Total	390,461.02
FUND 404	Claims	to	Checks	2 Total	82,379.54 Manual	Held	Total	82,379.54
Total for all Funds			Checks	93 Total	697,576.66 Manual	Held	Total	697,576.66

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

ORDER NUMBER 117-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3, 5, 6 are hereby approved.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman 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:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 17, 2016.

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

ORDER NUMBER 118-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Phil Torjusen to the Civil Service Commission for a period of six (6) years, effective May 19, 2016 through May 19, 2022 is hereby approved.

IT IS FURTHER ORDERED that the Interim 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:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, Interim City Manager
From: Jason Pugh, Human Resources Director
Date: May 6, 2016
Subject: Civil Service Commission Appointment

REQUEST:

The Human Resources Department requests that the Gautier City Council consider reappointing Phil Torjusen to the Civil Service Commission for the City of Gautier for another six (6) year term effective May 19, 2016 through May 19, 2022.

BACKGROUND:

Phil Torjusen is a current Civil Service Commissioner finishing his second term with the City of Gautier Civil Service Commission. Mr. Torjusen has indicated that he would like to be considered for a third term as a commissioner with the City of Gautier Civil Service Commission.

DISCUSSION:

Mr. Torjusen has served honorably on the City of Gautier Civil Service Commission for the past ten (10) years and has asked that he be reappointed for another six (6) year term as his current term is coming to a close. Commissioners are appointed for six (6) year terms as mandated by MCA, 21-31-5 (1). The new term will be from May 19, 2016 through May 19, 2022.

RECOMMENDATION:

The Human Resources Department recommends that the Gautier City Council reappoint Phil Torjusen to the City of Gautier Civil Service Commission for a period of six (6) years effective May 19, 2016 through May 19, 2022.

ATTACHMENT(S):

Email from Phil Torjusen requesting reappointment
Gautier City Ordinance, Article IV, Section 2-72
Mississippi Code Ann. 21-31-5

Jason Pugh

From: phil torjusen <ptorjusen@gmail.com>
Sent: Friday, May 06, 2016 11:52 AM
To: Jason Pugh
Subject: Re: Appointment

Jason - As I indicated in our phone conversation, I desire to be reappointed by the Mayor and City Council to another 6 year term to the Civil Service Commission. Please add this to the next agenda.

Respectfully - Phil

On Fri, May 6, 2016 at 11:37 AM, Jason Pugh <jpugh@gautier-ms.gov> wrote:

Phil,

If you would, as a follow up to our phone conversation, would you please send me an email indicating your desire to be reappointed to the civil service commission for another term?

Jason D. Pugh

Human Resources Director

City of Gautier

3330 Hwy. 90

Gautier, MS 39553

Office: [228-497-8000](tel:228-497-8000), ext. 307

Cell: [228-219-6194](tel:228-219-6194)

Fax: [228-497-8028](tel:228-497-8028)

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Phil Torjusen
Realtor - Gulf Coast Heritage Realty
1205 Jackson Ave.
Pascagoula, MS 39567
228-990-4141

Sec. 2-72. - Appointment of civil service commission.

There is hereby established a civil service commission for the city consisting of three (3) commissioners. The commissioners shall be appointed by majority vote of the city council for staggered six-year terms as provided by Section 21-31-5 Mississippi Code of 1972, annotated.

(Ord. No. 30, § 2, 9-20-88; Ord. No. 148, § 1, 6-1-04)

Miss. Code Ann. § 21-31-5

MISSISSIPPI CODE of 1972

*** Current through HB 1, 2016 1st Extraordinary Session and SB 2808, 2016 Regular Session. ***

TITLE 21. MUNICIPALITIES
CHAPTER 31. CIVIL SERVICE
GENERAL PROVISIONS

Miss. Code Ann. § 21-31-5 (2016)

§ 21-31-5. Appointment and removal, qualifications, and term of office of commissioners

(1) (a) The members of the civil service commission shall be appointed by the city commission, shall be three (3) in number, and shall serve without compensation; however, the governing authorities of any municipality, in their discretion, may pay each of the members of the commission a sum not to exceed One Hundred Dollars (\$ 100.00) per month to compensate them for their services. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least five (5) years immediately preceding such appointment, and an elector of the county wherein he resides. The terms of office of such commissioners shall be for six (6) years, except that the first three (3) members shall be appointed for different terms, as follows: One (1) shall serve a period of two (2) years, one (1) shall serve a period of four (4) years, and one (1) shall serve a period of six (6) years.

(b) From and after May 18, 1988, the governing authorities of any municipality organized under the provisions of Chapter 8, Title 21, Mississippi Code of 1972, in which a civil service commission is created pursuant to Sections 21-31-1 through 21-31-27, may increase the members of the commission to the same number of wards into which the municipality is divided and, if the commission is so expanded, the governing authorities shall appoint one (1) member of the commission from each ward. The commissioners shall serve without compensation; however, the governing authorities of any municipality, in their discretion, may pay each of the members of the commission a sum not to exceed One Hundred Dollars (\$ 100.00) per month to compensate them for their services. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of the municipality for at least five (5) years immediately preceding such appointment, and an elector of the county wherein he resides. When making initial appointments under this paragraph (b), the governing authorities may stagger the terms of such appointees provided that no initial appointment is made for a period of less than one (1) year nor more than six (6) years; thereafter, all appointments shall be for terms of six (6) years. Appointment of members of the commission by the governing authorities under this paragraph (b) shall be made by the mayor with the confirmation of an affirmative vote of a majority of the city council present and voting at any meeting.

(2) Any member of such commission may be removed from office for incompetency, incompatibility, dereliction of duty, or other good cause, by the appointing power. However, no member shall be removed until charges have been preferred in writing and a full hearing had before the appointing power. Any member being so removed shall have the right of appeal, any time within thirty (30) days thereafter, to the circuit court and may demand a jury trial; such trial shall be confined to the determination of whether the order of removal, made by the appointing power, was, or was not,

made in good faith and for cause.

(3) A majority of the members of the commission shall constitute a quorum.

HISTORY: SOURCES: Codes, 1942, § 3825-02; Laws, 1944, ch. 208, § 1; Laws, 1964, ch. 507, § 1; Laws, 1968, ch. 557, § 1; Laws, 1988, ch. 535, § 1, eff from and after passage (approved May 18, 1988).

View Full

1 of 1



Book Browse

Miss. Code Ann. § 21-31-5 (Copy w/ Cite)

Pages: 2

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

ORDER NUMBER 119-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that one (1) Compaq computer tower serial number CNH62621Y7 is hereby declared surplus and authorized to be removed from Police Department inventory.

IT IS FURTHER ORDERED that the inventory is of no value to the City of Gautier.

IT IS FURTHER ORDERED that the Interim 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:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancy, City Manager
From: Danny Selover, Police Captain *DS*
Through: Cindy Russell, City Clerk
Date: April 28, 2016
Subject: Compaq Computer Tower

REQUEST:

City Council authorization is requested for the City to remove and surplus one (1) Compaq computer tower from the Police Department Inventory.

BACKGROUND

This Compaq computer tower was outdated and has since been replaced.

DISCUSSION

This computer tower was old, outdated and no longer useful. I have removed the hard drive to be destroyed.

RECOMMENDATION:

I, Captain Danny Selover recommend the City Council authorize the removal of one (1) Compaq computer tower from the Police Department Inventory.

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

ORDER NUMBER 120-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for April 2016 is hereby received.

IT IS FURTHER ORDERED that the Interim 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:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting May 17, 2016.

City of Gautier
Business Registry
Apr-16

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
*****309	2017-02-0004958	United Protective Agency	\$22.20
1260	2017-02-0004959	Certification Services Inc	\$20.00
1066	2017-04-0004960	Shane's Title Loans	\$20.00
****1361	2016-00-0004961	Estabrook Toyota	\$250.00
****1362	2016-00-0004962	Estabrook Ford	\$250.00
****266	Closed Business	E & L Enterprises	Closed
****518	Closed Business	MJAE Investments	Closed
*1363	2017-04-0004963	Templet Towing & Transport LLC	\$20.00
432	2017-04-0004964	Thomas Trans & Auto Repair	\$20.00
906	2017-04-0004965	Family Focus PLLC	\$20.00
823	2017-03-0004966	BKS Inc	\$40.00
318	2017-03-0004967	Coast Meadows Mobile Home Park	\$22.00
*136464	2017-04-0004968	Amedisys Home Health	\$30.00
*1364	2017-04-0004969	Amedisys Home Health	\$33.00
*136464	2017-04-0004970	Amedisys Home Health (Void)	(\$30.00)
391	2017-04-0004971	Braly's Pt. Loma Marina	\$20.00
*****379	2017-05-0004972	Bunny Bread (Warehouse)	\$24.00
379	2017-03-0004973	Bunny Bread (Warehouse)	\$20.00
471	2017-04-0004974	Fast Mart #29	\$70.00
433	2017-04-0004975	Tucei's	\$35.00
*****1251	2017-02-0004976	Pilger Title Co	\$24.00
411	2017-04-0004977	Magnolia Mini Warehouses	\$20.00
414	2017-04-0004978	J. B. Morgan Jr.	\$20.00
409	2017-04-0004979	Hickory Hill Association	\$30.00
966	2017-04-0004980	Fortress Mausoleums	\$30.00
403	2017-04-0004981	Foster's Air Conditioning & Heating Inc	\$117.00
494	2017-05-0004982	Jason Pilger Hyundai	\$93.00
904	2017-04-0004983	Murphy Oil USA Inc	\$40.00
502	2017-05-0004984	Sonic Drive Inn of Gautier Ms	\$30.00
483	2017-05-0004985	G. I. Museum	\$20.00
484	2017-05-0004986	Auto Air of Gautier Inc	\$20.00
*****1086	2016-05-0004987	All About Pets	\$24.00
1086	2017-05-0004988	All About Pets	\$20.00
333	2017-05-0004989	Sylvan Learning Center	\$20.00
*****472	2017-03-0004990	Stop and GO	\$66.00
1312	2017-04-0004991	K & A Convenience Store	\$60.00
498	2017-05-0004992	Mary Walker Marina	\$35.00
1314	2017-04-0004993	Edward Jones Investments	\$20.00
591	2017-05-0004994	Cochran Pools Inc.	\$20.00
			Totr \$1,595.20
	*	New Business	3
	**	Slot Amusement	0
	***	Due Refund	0
	****	Transient Vendor	2
	*****	Closed Business	2
	*****	Delinquent Renewals Issued	5

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

RESOLUTION NUMBER 011-2016

WHEREAS the Mayor and Members of the Council of the City of Gautier finds that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier.

WHEREAS, the Mayor and Members of the Council finds that the purchase of a sponsorship from the Gulf Coast Symphony for "Sounds by the Sea" in the amount of \$1,500.00 is hereby authorized.

WHEREAS, 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:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting May 17, 2016.

Tricia Thigpen

From: Casey Vaughan <councilmanward3@gautier-ms.gov>
Sent: Tuesday, May 10, 2016 4:05 PM
To: Crussell@gautier-ms.gov; tthigpen@gautier-ms.gov
Cc: pyancey@gautier-ms.gov; cbilbo@gautier-ms.gov
Subject: Fwd: Sounds By the Sea
Attachments: untitled-[2.1]; 1460813854346.png

Cindy & Tricia,

The below request needs to be placed on the agenda. You can check with Teresa to verify, but I am sure we put this event in the budget for this year.

Sincerely,

Casey Vaughan
Councilman Ward 3
City of Gautier
228.297.3063

----- Original Message -----

Subject: Sounds By the Sea
From: "Dobbs Dennis" <abdennis@cablone.net>
To: "Casey Vaughn" <councilmanward3@gautier-ms.gov>
"Wayne Lennep" <waynelennep@cablone.net>

Casey & Wayne,

This is a reminder that "Sounds By the Sea" needs the help of our local cities.

Here is some additional information, paste the link into your browser to see a video clip from our maestro..

Beach Park, Pascagoula-May 29

A fitting way to celebrate our great country, and to salute the brave men and women who have given so much. Patriotic favorites and Fireworks by the shores of the Gulf " it doesn't get better than this.

Free, outdoor coast-wide concerts in Gulfport and Pascagoula, Memorial Day weekend.

<http://gulfoastsymphony.net/sounds-by-the-sea/>



(<http://gulfcoastsymphony.net>)

ORDER CONCERT AND EVENT TICKETS

(<https://apps.vendini.com/ticket-software.html?t=tix&w=904d8b76faf67a80084a24dbbc296ff3&vqitq=a82b66f7-fd6b-4919-ac68-9f97f993173a&vqitp=bc2982d9-9992-45a7-b9c1-8f908e9dcb89&vqitts=1452716639&vqitc=vendini&vqite=itl&vqirt=Safetynet&vqith=14323b0f061d1d20586f667>)

228-896-4276 (GCSO)

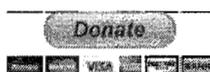
[About GCSO](#) [Current Season](#) [Support Your Symphony](#) [Youth Orchestra](#)

[Symphony Guild](http://gulfcoastsymphony.net/symphony-guild/) (<http://gulfcoastsymphony.net/symphony-guild/>) [Links](#) [Shop](http://gulfcoastsymphony.net) (<http://gulfcoastsymphony.net>)

[Contact](http://gulfcoastsymphony.net/contact/) (<http://gulfcoastsymphony.net/contact/>)

ANNUAL FUND

The Annual Fund is the most direct expression of individual support for the Gulf Coast Symphony Orchestra. This annual contribution ensures the success of our Classical and Pops concerts, *Sounds by the Sea* Memorial Day concerts (Harrison and Jackson counties), School Concerts (servicing 3,000 students), Gulf Coast Symphony Youth Orchestra (50 musicians, grades 8-12, selected by audition), and *Link Up* (servicing 750 students from seven elementary schools).



- Up to \$249** **Friends**
- \$250 - \$499** **Bronze**
- \$500 - \$999** **Silver**
- \$1000 - \$2499** **Gold** - **\$1,500 City of Gautier Sponsorship**
- \$2500** **Platinum**
- \$3000** **Platinum Plus**

Here are some examples of how your contributions help:

- \$250** covers the tuition for two Youth Orchestra musicians.
- \$500** covers the fees of a principal GCSO musician/section leader for a concert.
- \$1000** covers teaching materials for 150 *Link Up* students.

\$2500 covers rental fees at the Saenger Theater for the Concert Series.

\$3000 covers renting and transporting a 9-foot Steinway Piano for a concert.

OR consider sponsoring a GCSO concert:

\$1000 Patron Level Concert Sponsor

You may also target your donation to support the

Gulf Coast Symphony Youth Orchestra.

Contact the Gulf Coast Symphony at (228) 896-4276 for more information about making a contribution to the Annual Fund.

CONDUCTOR'S CLUB

The Conductor's Club is comprised of a group of civic minded leaders who contribute annually to the Gulf Coast Symphony's Endowment Fund. These contributions will help ensure the long term success of the orchestra and its mission of providing quality, live music to the Coast.

The initial goal of the Conductor's Club is to provide the salary of the Music Director. As it grows, it will underwrite salaries for an Assistant Conductor, the Executive Director, Grant Writer, Concertmaster, and eventually a core group of musicians.

For more information, contact GCSO at (228) 896-4276.

CONDUCTOR'S CLUB MEMBERS

John and Courtney Blossman

Ann Bowden-Hollis

Larry and Melanie Clark

Dave and Jane Dennis

Robert and Honey Fairbank

Tricia Graves

Dr. Tom Graves

Dr. Chuck and Cherry Hall

Ginny Hermetz

L. M. Kalik and Susan A. Blanchard

Charles and Solange Kremer

Duncan and Margaret McKenzie

Butch and Andi Oustalet

George and Peggy Schloegel

Dr. Don and Peggy Sprabery

Dr. Jim and Carol Wooten

Jim and Teri Wyly

CHARTER MEMBERS

In Memory of Cleve Allen from Margaret Allen Moyse

John and Courtney Blossman

Ann Bowden-Hollis

Mr. and Mrs. Rick Carter
Larry and Melanie Clark
Dave and Jane Dennis
Brian Dix
Robert and Honey Fairbank
Tricia Graves from Dr. Tom Graves
Dr. Chuck and Cherry Hall
Ginny Hermetz
Tim and Dawn Hinkley
Charles and Solange Kremer
John Kohler
Dr. Dewey and Carlana Lane
Duncan and Margaret McKenzie
Butch and Andi Oustalet
Don and Natalie Robohm
George and Peggy Schloegel
Dr. Don and Peggy Sprabery
Barbara Thompson
Dr. Jim and Carol Wooten

GULF COAST SYMPHONY ORCHESTRA ENDOWMENT

The Gulf Coast Symphony Orchestra Endowment was established in June 1998 to provide sustaining support to insure the future of live symphonic music on the Mississippi Gulf Coast. Funds donated to the Endowment are not intended to be spent, but will be retained in perpetuity to generate income which will be used to supplement Gulf Coast Symphony budgets, when required, to maintain quality, growth, and outreach programs.

When planning your personal estate giving, or honoring a special person, please consider a gift to the Gulf Coast Symphony Orchestra Endowment or the establishment of a Fiduciary Trust.

For more information, or to arrange for a consultation with a member of our Endowment team, contact GCSO at (228) 896-4276.

CONTRIBUTORS

The Nirna Mead Estate

Barbecue Under the Oaks
Gulf Coast Symphony Orchestra Guild
Mr. and Mrs. Charles Thissell
Mr. David Berry Dale, Jr.
Isaac Fred Dale, III, M.D.
Phyllis Albertha Dale Waring, M.D.
John Blakeney
Mississippi Power Company
William Capps

JEAN CAPPS MEMORIAL ENDOWMENT

The Jean Capps Memorial Endowment was established With the Gulf Coast Community Foundation in the memory of Jean Capps by William (Corky) Capps to ensure the music library of the Gulf Coast Symphony Orchestra.

DONORS**William Capps****Cherry Hall**

The gulf coast symphony guild

The Jean Capps Memorial Fund

This fund was established to honor a member of the Gulf Coast Symphony Guild annually. The recipient exemplifies the dedication and devotion to the Guild given by Jean Capps. At the time of receiving this award, the recipient is not serving as an elected officer of the Guild.

AWARD RECIPIENTS

2013 — Elaine schmidtling

2012 - PEGGY SPRABERY

2011 - GERRY BLESSEY

2010 - JOYCE JURIK

2009 - BERNICE SIMMONS

2008 - CHERRY HALL

2007 - GINNY HERMETZ

2006 - JE'NELL BLOCHER

2005 - LOIS COQUET

2004 - JEAN KRIDLE

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

ORDER NUMBER 121-2016

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 refund LaToya Millender's \$100.00 rental fee at the Gautier Senior Center due to air conditioner not working.

IT IS FURHTER ORDERED that the Interim 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:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 17, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, Interim City Manager
From: Tricia Thigpen, Deputy City Clerk
Through: Cindy Russell, City Clerk
Date: May 10, 2016
Subject: Gautier Senior Center Rental Refund

REQUEST:

Authorization is requested to refund LaToya Millender's rental fee at the Gautier Senior Center.

DISCUSSION:

Ms. Millender paid the \$100.00 rental fee according to the City of Gautier's Comprehensive Fee Schedule for an event to be held on Friday, April 29, 2016. Upon arrival to decorate, Ms. Millender discovered that the air conditioning unit did not work. A maintenance call was made to LaFrieda Ray, Cultural Services Director and a service call was made to Foster's Heating and Air. The repairman made it to the Senior Center at approximately 10:00 P.M. and repairs were after Ms. Millender's event.

Ms. Millender did have her event as scheduled but, was unable to use the inside of the Senior Center due to the extreme heat inside.

RECOMMENDATION:

Staff recommends refunding Ms. Millender's \$100.00 rental fee.

Based on the information provided, the Council may:

1. Approve the rental fee refund in the amount of \$100.00 to LaToya Millender; or
2. Disapprove the rental fee refund in the amount of \$100.00 to LaToya Millender

ATTACHMENT(S):

LaToya Millender's application

APPLICATION
FOR USE OF THE GAUTIER CITY PARK SENIOR CENTER

Please Print

Name or Group Individual: Latoya Millender ^{Share}
Address: [REDACTED] ^{or McMillan}
39553

Phone Number: [REDACTED]

How will the center be used? What for, how many people, etc.
Graduation Party 90

Meeting area only () Kitchen only () both

Date or Dates needed: 4-29-16

I have read and accept the policy for use of the Senior Center.

Signature: [Signature] Date: 3-14-16
[Signature] 3-14-16

Return this application to:

City of Gautier
3330 Hwy 90
Gautier, MS 39553
228-497-8000

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

ORDER NUMBER 122-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held April 26, 2016 and Regular Council Meeting held May 3, 2016 are hereby approved with the correction of adding on the May 3, 2016 minutes at the end of pg. 118 that Councilman Vaughan made a motion for Gautier Pride had requested use of city barricades for Cinco De Mayo celebration, on Thursday May 5, 2016, that Gautier Pride is a community service program in the City of Gautier. Gautier Pride has received contributions for this celebration in excess of \$200.00. The use of city barricades only cost \$200.00. Councilman Vaughan moved that the city provide Gautier Pride the use of barricades for the Cinco De Mayo celebration as in-kind services. Motion was seconded by Councilwoman Martin and the vote carried unanimously.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 17, 2016.

Motion made by **Councilwoman Martin** to recess until May 24, 2016 at 5:00pm. Motion seconded by **Councilman Vaughan** and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 7, 2016.