

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 15, 2022 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.**
- 2. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th, from 9:00am until 11:00am at Gautier City Park Fitness Trail.**
- 3. City of Gautier's 11th Annual Easter Egg Hunt will be Saturday, April 2nd at 6:00pm at the Singing River Mall Property, followed by Outdoor Movie Night featuring Clifford the Big Red Dog at 7:30pm.**
- 4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.**
- 5. Community Campout has been rescheduled for April 9th at 12:00pm through April 10th until 12:00pm at Shepard State Park.**

IV. Presentation Agenda

- 1. A Proclamation in Recognition and Appreciation of Bill Martin**

V. Business Agenda

- 1. Approval of the Resolution designating funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as loss Revenues under the Treasury's Standard Allowance Presumption; and related uses**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Approval of the Professional Services Agreement between the City of Gautier and AGJ Systems and Networks, Inc.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda **(All items approved in one motion)**

1. Approval of Minutes from the Regular Council Meeting held March 1, 2022.
2. Receive February 2022 Privilege License Report
3. Receive January 2022 Finance Report
4. Authorization is requested for retiring Chief of Police Daniel Selover to purchase his duty weapon for \$1.00.
5. Authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP.
6. Approval to allow Cypress Environment and Infrastructure to act as authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project
7. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at Bacot Park
8. Approval of a Settlement of Damage Claim between the City of Gautier and Glen Montgomery.
9. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the former Shepard State Park attendant building
10. Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball Leagues

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments

4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until April 5, 2022 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
March 15, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. A Proclamation in Recognition and Appreciation of Bill Martin

NOTES :

The City of Gautier, Mississippi



PROCLAMATION

A PROCLAMATION IN RECOGNITION AND APPRECIATION OF

Bill Martin

WHEREAS, Bill Martin, a life-long resident of the City of Gautier, has devoted his acts of public service to the Gautier Police Department for 22 years; and

WHEREAS, Mr. Martin served as a full-time police officer for 8 years, followed by 14 years of reserve service; and

WHEREAS, Mr. Martin's family is known for their volunteerism in the City of Gautier since 1986, where you will find George Martin City Park named after his father, whose mission was to improve the image of the City of Gautier by cleaning the streets, trimming hedges, and much more on his own personal time; and

WHEREAS, the City of Gautier commends Mr. Bill Martin for continuing his families' legacy of leadership and community service; and

NOW, THEREFORE, WE, Mayor and Council of the City of Gautier Mississippi, are honored to present this Proclamation to Mr. Martin with our continued appreciation and sincere thanks for his dedicated service to the Gautier Police Department and the residents of the City of Gautier, Mississippi.

IN TESTIMONY WHEREOF, I have given under my hand and affix the Seal of the City of Gautier, Mississippi, this the 15th day of March, 2022.



Casey Vaughan, Mayor
City of Gautier, Mississippi

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 15, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.
2. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th from 9:00am until 11:00am at Gautier City Park Fitness Trail.
3. City of Gautier's 11th Annual Easter Egg Hunt will be Saturday, April 2nd at 6:00pm at the Singing River Mall Property, followed by Outdoor Movie Night featuring Clifford the Big Red Dog at 7:30pm.
4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.
5. Community Campout has been rescheduled to April 9th at 12:00pm through April 10th until 12:00pm at Shepard State Park.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

**24
MAR**

11 AM



**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN - KLASSY WRAPPERS - THE BURGER BOX
COASTY'S FOOD TRUCK- MEATBAWL'S FOOD TRUCK- NORWOODS
FAMOUS SKINS, KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S
GRILL & MORE, LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE,
HAVENS DOWN HOME CREAMERY**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Health Walk

**Join the Gautier Senior
Center & Gautier Pride in
a community walk event!**

Friday, March 25th

9am-11am

@Gautier City Park

Fitness Trail

914 De La Pointe Dr.



**We will have refreshments and
vendors to meet some of your
health needs!**

Follow Gautier Pride on FB for updates or call
228-471-5205 for questions





City of Gautier 11th Annual

EASTER EGG HUNT

Saturday , April 2nd
Singing River Mall Property
6:00 P.M.

Ages 1-10

Free pictures w/ Easter Bunny, Easter Egg Hunt, games, and an outdoor movie on the big screen featuring: Clifford the Big Red Dog



CITY OF GAUTIER PRESENTS OUTDOOR MOVIE NIGHT

**EASTER EGG
HUNT
STARTS AT
6PM**



**FREE
EVENT**



SATURDAY APRIL 2ND 7:30 PM

**BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE
BIG SCREEN SR MALL PROPERTY 2800 HWY 90**



**American
Red Cross**



Thanks for always showing up!

Blood Drive City of Gautier

**SENIOR CENTER
914 De La Pointe
Gautier, MS 39553**

**Wednesday, April 6, 2022
1:00 p.m. to 6:00 p.m.**



Scan to be directed to
RapidPass®



**Come to give April 1-18 and get a Red Cross T-shirt,
while supplies last! It's our thanks for being part of our
lifesaving team. Your donation can help patients get
back in the game this spring!**



Scan to schedule
an appointment.

Schedule a blood donation appointment today:

Download the Blood Donor App | RedCrossBlood.org | 1-800-RED CROSS | 1-800-733-2767

Community CAMPOUT

One Night Community / Family Campout

Rescheduled To

Sign-in and Tent Set-up begins at 12 noon on 3/12/2022

April 9th Due 10

Games - 6:30 PM Movie/Popcorn - Bonfire/Smores - Sunrise Yoga

Weather



Please register in advance - call or email Michele with Gautier Parks and Recreation:

Made with PosterMyWall.com 228-497-2244 - tgonzalez@gautier-ms.gov

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

March 15, 2022
Approval of the Resolution designating funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as loss Revenues under the Treasury's Standard Allowance Presumption; and related uses

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Resolution designating funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as loss Revenues under the Treasury's Standard Allowance Presumption; and related uses

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI
DESIGNATING FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF TREASURY
("TREASURY") UNDER THE AMERICAN RESCUE PLAN ACT'S STATE AND
LOCAL FISCAL RECOVERY FUND AS LOSS REVENUES UNDER TREASURY'S
STANDARD ALLOWANCE PRESUMPTION; AND RELATED USES**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"), which created the State and Local Fiscal Recovery Fund ("SLFRF" together with ARPA, the "Funds"), to provide continued relief from the impact of the COVID-19 pandemic ("COVID-19"); and

WHEREAS, Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), provide that the Funds may be used for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency; and

WHEREAS, Treasury has established FAQ's and related guidance, as amended from time to time ("Guidance") for its interim final rule (the "Interim Final Rule"), setting forth specific requirements for utilizing the Funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on January 6, 2022, Treasury issued the Coronavirus State and Local Fiscal Recovery Funds, Final Rule (revising 31 CFR Part 35) (the "Final Rule"), which provides recipients with additional flexibility for their use of Funds received under ARPA, which will go into effect on April 1, 2022; and

WHEREAS, Treasury has also prepared the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule (January 2022) (the "Overview"), to summarize the Final Rule provisions and provide a non-exhaustive list of projects that recipients can undertake with the Funds; and

WHEREAS, the Overview states (p.5) that the Interim Final Rule remains in effect until the effective date of the Final Rule, and that "Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used," and further, the Overview explains that "recipients can choose to take advantage of the Final Rule's flexibilities and simplifications now, even ahead of the effective date;" and

WHEREAS, Treasury issued a Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule on January 6, 2022, which states that "Prior to April 1, 2022, recipients may take actions and use funds in a manner consistent with the final rule, and Treasury will not take action to enforce the interim final rule if a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used;" and

WHEREAS, the Final Rule allows recipients to elect to take a "standard allowance" of up to ten million dollars (\$10,000,000.00) as the amount of the reduction in the recipient's general revenue due to the COVID-19 public health emergency; and

WHEREAS, the Overview (p.11) specifies that recipients “can use the Funds on government services up to the revenue loss amount, whether that be the standard allowance amount, or the amount calculated using the formula approach;” and

WHEREAS, the City has accepted its SLFRF allocation of \$4,545,677.23 to be received in two (2) payments and, the City received its first payment in the approximate amount of \$2,272,838.62 of an estimated \$4,545,677.23 expected to be received and deposited it in a separate fund of the City; and

WHEREAS, in accordance with the Final Rule and the Overview, the City Council of the City Gautier desires to adopt and declare the standard allowance loss revenue presumption in the amount of \$4,545,677.23 as the amount of the reduction in its general revenue due to the COVID-19 public health emergency and utilizes such Funds for the provision of government services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the City declares the loss revenue standard allowance presumption of \$10,000,000 under the Final Rule and Overview as the amount of the reduction in its general revenue due to the COVID-19 public health emergency, and thence shall utilize \$4,545,677.23 of its Funds to provide government services in the best interest of its citizens.
2. That the City will make further findings consistent with ARPA, the Guidance, the Overview and the Final Rule for actual use of such Funds on “government services” as allowed under the loss revenue standard allowance.

Following the reading of the foregoing Resolution, _____
made the motion and _____ seconded the motion, and the question
being put to a roll call vote, the result was taken as follows:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

March 15, 2022
**Approval of the Professional Services Agreement
between AGJ Systems and Networks, Inc. and the City
of Gautier.**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier desires to enter into the Professional Services Agreement with AGJ Systems and Networks, Inc. for email migration services; and

WHEREAS, currently, the City of Gautier has hosted webmail without modern security mechanisms in place;

WHEREAS, AGJ Systems and Networks, Inc. has offered to provide email migration services pursuant to the attached Professional Services Agreement; and

WHEREAS, pursuant to this agreement, AGJ Systems and Networks, Inc. will migrate 118 active email accounts to Microsoft 365 business class email service with modern security mechanisms in place, along with updating all computers with Windows 7 to Windows 10 in order to complete this process; and

WHEREAS, the cost of the contract is not to exceed \$24,557.00; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with AGJ Systems and Networks, Inc for work associated with email migration services is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Deputy City Clerk
Date: 03/03/2022
Subject: Approval of the Professional Services Agreement between the City of Gautier and AGJ Systems and Networks, Inc.

REQUEST:

The City of Gautier requests Council approval for the Professional Services Agreement between AGJ Systems & Networks, Inc. and the City of Gautier for email migration services.

BACKGROUND:

The City of Gautier currently has hosted webmail without modern security mechanisms in place and would like to move to Microsoft 365 Business Class email hosting.

DISCUSSION:

AGJ will migrate 118 active email accounts to a business class email service with modern security mechanisms in place (M365), which will include migrating all existing email from desktops. Fifteen (15) desktops will be converted to shared mailboxes and attached to the associated employee. AGJ will work with the City's current IT providers for needed access and information. All desktops with Windows 7 will have to be upgraded to Windows 10 in order to perform this migration. Assuming our current provider will provide all necessary access and information, the total for the email migration process, along with updating computers to Windows 10, will total to the amount of \$24,557.00.

RECOMMENDATION:

The City of Gautier recommends that the City Council approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.

City Council May:

1. Approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.
2. Not approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.

ATTACHMENTS:

1. AGJ Email Migration - Professional Services Agreement



We have prepared a quote for you

Email Migration

Quote # 006830 Version 1

Prepared for:

City of Gautier



AGJ Company Overview

About Us

AGJ Systems and Networks is the leading provider of technology support and management services on the Gulf Coast. We use technology to help our clients grow, manage, and protect their businesses. AGJ provides IT Support, Cloud Solutions, Network Security Services, Data Backup, Compliance Services, and Hardware/Software Procurement to businesses, government, and non-profit clients. Our service team provides 24/7 support where you need it, when you need it. We make technology simple so our clients can focus on running their businesses.

Corporate Experience and Capacity

AGJ is a certified Service Disabled Veteran Small Business with 18 years of experience serving Gulf Coast businesses, municipalities, State and Local agencies. Our network operations center is located at 14257 Dedeaux Rd in Gulfport, Mississippi. The state of the art company-owned 9,000 square foot facility houses the help desk and most of the AGJ team. The building was purpose-built to withstand even the most extreme weather events back in 2009. The help desk is comprised of 25 full-time IT professionals and is staffed 24 hours a day, seven days a week. AGJ manages technology for over 100 businesses along the Gulf Coast and more than 2,800 managed endpoints. Our managed client sizes range from as little as four to municipalities with over three hundred users.

Our Mission

We exist to solve our clients' IT challenges and to create business efficiency through teamwork, technical proficiency and world class service.

Our Vision

To be Mississippi and the Gulf Coast's leading managed technology service provider with 300 clients and 7,500 endpoints under management and ranked in the top 50 nationally. We create raving-fan clients by focusing on the employee and customer satisfaction.

Our Core Values

Do The Right Thing

Be Driven and Passionate

Caring and Client Empathy

No Negativity

Own Your Expertise



Software

Description	Price	Qty	Ext. Price
Microsoft Office 2021 Home and Business Single PC installation Includes Word, Excel, PowerPoint and Outlook This is a one time purchase fee	\$245.00	7	\$1,715.00
Microsoft 365 Exchange Online (Plan 1) Secure and reliable business-class email with a 50 GB mailbox per user. Mailbox is protected with premier anti-malware and anti-spam protection via Exchange Online Protection Price is based on an annual commitment of \$5 per user per month with a license count of 72	\$4,320.00	1	\$4,320.00
Microsoft 365 Business Standard Microsoft 365 Business Standard Business-class email hosting with a 50 GB mailbox Fully installed and always up-to-date versions of Outlook, Word, Excel, PowerPoint, OneNote for Windows or Mac (plus Access and Publisher for PC only) Each user can install the Office apps on up to 5 PCs or Macs 1 TB of file storage per user Active Directory integration Accessible across PCs, Macs, Android tablets and phones, iPad, and iPhone. Price is based on an annual commitment of \$13.50 per user per month with a license count of 31	\$5,022.00	1	\$5,022.00
Subtotal:			\$11,057.00



Services

Description	Price	Qty	Ext. Price
Professional Services <u>Background:</u> Currently has hosted webmail without modern security mechanisms in place and would like to move to M365 <u>Scope of Work</u> Migrate 118 active email accounts to M365 to include migrating all existing email from desktops, 15 of which will be converted to shared mailboxes and attached to the associated employee. <u>Objective:</u> Migrate 118 active email accounts to business class email service with modern security mechanisms in place. <u>Expected Outcome:</u> 118 email accounts will be accessible via the web portal and via installed versions of outlook on 61 workstations. <u>Tasks for Completion of scope:</u> Work with current IT to get credentials to email server and name servers Build out portal and add accounts Log into 61 workstations, uninstall any office version prior to 2019 and install either standalone or 365 version, setup new outlook profile and import email Setup password selfservice and MFA Provide list of temporary credentials to POC Onsite to assist with issues and mobile phone setups <u>Assumptions</u> The above quote assumes that the current IT will provide needed access and information. The above quote assumes that all email accounts have email in outlook and that is the email that will be migrated. The above quote assumes that all windows 7 machines will be replaced with windows 10 prior to start of migration	\$13,500.00	1	\$13,500.00

Subtotal: **\$13,500.00**



Email Migration

Prepared by:

AGJ Systems & Networks, Inc.

Denise Land
(228) 392-7133
Fax (228) 392-7601
dland@agjsystems.com

Prepared for:

City of Gautier

3330 Hwy 90
Gautier, MS 39553
Paula Yancey
(228) 497-8000
pyancey@gautier-ms.gov

Quote Information:

Quote #: 006830

Version: 1
Delivery Date: 02/17/2022
Expiration Date: 02/17/2022

Quote Summary

Description	Amount
Software	\$11,057.00
Services	\$13,500.00
Total:	\$24,557.00

This is not an invoice. Client will be invoiced after quote is approved. Client guarantees payment in full. In the event of default, collection agency and attorney fees shall be added to the amount due, plus applicable court costs. Interest Charges on Past Due Accounts and Collection Fees shall be subject to a monthly finance charge. Labor is not included unless specifically quoted. Purchases in excess of \$2000 will require a 50% down payment before an order can be placed. All items are shipped FOB AGJ unless stated otherwise. AGJ Systems is a Service Disabled Veteran Owned business.

AGJ Systems & Networks, Inc.

City of Gautier

Signature:

Name: Denise Land

Title: Solutions Coordinator

Date: 02/17/2022

Signature:

Name: Paula Yancey

Date:

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

**March 15, 2022
Approval of the Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	221450	03/15/2022	02/24/2022			2,280.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		APR 2022 NETWORK SERVICES		4738	02/14/2022			2,280.00
001	AT&T	221453	03/15/2022	02/24/2022			3,742.98	
	Account Number 001-092-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY SERVICE		2284978000	02/14/2022			3,742.98
001	COG 7M BOND ACCT	221501	03/15/2022	03/02/2022			171,819.13	
	Account Number 001-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR MDOT WIRE: FUND 130		02252022	02/25/2022			171,819.13
001	SPARKLIGHT	221504	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: NFD #122024383		02162022	02/23/2022			83.32
001	SPARKLIGHT	221505	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: CFD #122024086		02162022	02/23/2022			83.32
001	SPARKLIGHT	221508	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: SFD #122025091		02162022	02/23/2022			83.32
001	SPARKLIGHT	221509	03/15/2022	03/02/2022			134.37	
	Account Number 001-205-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: MAINT GRG #134679919		02132022	02/20/2022			134.37
001	BORDIS & DANOS PLLC	221511	03/15/2022	03/02/2022			11,250.00	
	Account Number 001-060-602	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022 RETAINER		102	03/01/2022			11,250.00
001	PITTMAN HOWDESHELL PLLC	221512	03/15/2022	03/02/2022			603.56	
	Account Number 001-060-602	Description		Invoice #	Date	P.O.	Amount	
		LEGAL SERV:SR MALL PROPERTY		0887	02/28/2022			603.56
001	JERED GRAHAM	221513	03/15/2022	03/02/2022			144.00	
	Account Number 001-161-681	Description		Invoice #	Date	P.O.	Amount	
		PER DIEM ADV: 1033 FIRE INV		03202022	01/26/2022			144.00
001	KYLE M GERMANY	221514	03/15/2022	03/02/2022			72.00	
	Account Number 001-161-681	Description		Invoice #	Date	P.O.	Amount	
		PER DIEM ADV: FIRST		03212022	01/26/2022			72.00
001	DIRECTV LLC	221521	03/15/2022	03/03/2022			168.00	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		WEST STN: 022727663 (APR)		03132022	03/14/2022			168.00

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001	SEYMOUR ENGINEERING PLLC	221528	03/15/2022	03/03/2022			725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	EDA GRANT-SONGWRTR'S MUSEUM		8375	02/22/2022			500.00
	001-094-603	SR MALL CONCEPTUAL LAYOUTS		8375	02/22/2022			225.00
001	AUTO TRUCK AND TRAILER PARTS INC	221530	03/15/2022	03/03/2022			5,698.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	OIL/AIR FLTR, OIL(6):TRN CHIEF		295025	02/02/2022			51.03
	001-161-638	WIPERS (2): TRAINING CHIEF		295025	02/02/2022			16.90
	001-100-570	OIL FLTR(17), AIR FLTRS(2): PD		295024	02/02/2022			43.62
	001-100-570	AIR FLTRS (2): PD UNITS		295028	02/02/2022			51.94
	001-161-638	FUEL/OIL/AIR FLTR, WIPERS: B34		295050	02/02/2022			75.09
	001-161-638	END LINK KITS(2): B-34		295082	02/03/2022			17.82
	001-161-638	DIESEL TREATMENT: B-34		295082	02/03/2022			12.20
	001-170-559	BOX OF RAGS		295110	02/04/2022			22.50
	001-090-638	WATER PUMP: CODE ENF JEEP		295081	02/04/2022			48.15
	001-161-638	EXHAUST FLUID(2): COMMAND TRK		295146	02/07/2022			26.00
	001-100-570	DOOR LATCH: U #59		295162	02/08/2022			113.48
	001-100-570	CONTROL ARM(2): PD UNITS		295144	02/08/2022			135.02
	001-100-570	ANTIFREEZE(6): PD UNITS		295141	02/08/2022			90.00
	001-100-570	CONTROL ARMS(2): PD UNITS		295143	02/08/2022			124.04
	001-100-638	OIL FLTR(12): PD CHARGERS		295165	02/08/2022			24.00
	001-170-638	LINK KITS(2), BALL JOINT(2): VAL		295164	02/08/2022			53.04
	001-170-638	CONTROL ARM(2): VALS TRUCK		295164	02/08/2022			120.70
	001-100-570	CONTROL ARM(2): U #59		295214	02/09/2022			124.04
	001-100-570	FWD CONTROL ARM(2): U #59		295166	02/09/2022			135.02
	001-100-570	BRAKE PAD: U #76		295198	02/09/2022			40.80
	001-100-570	OIL FILTERS(12): PD UNITS		295246	02/10/2022			76.44
	001-205-570	BLOWER MOTOR: SCOTT F150		295297	02/14/2022			99.88
	001-205-570	BRAKE PADS (2): PLNG F150		295298	02/14/2022			35.68
	001-205-638	TURN FRT/REAR ROTOR:PLNG F150		295348	02/15/2022			52.00
	001-205-570	OIL/AIR FLTR,OIL(6):PLNG F150		295349	02/15/2022			53.73
	001-100-570	BATTERY: U #16/62		295379	02/16/2022			164.00
	001-100-570	BATTERY: U #44		295417	02/17/2022			164.00
	001-170-638	PULLEY, OIL FILTER: RAM 1500		295431	02/17/2022			27.34
	001-170-638	OIL (6): DODGE RAM 1500		295431	02/17/2022			25.50
	001-100-570	BATTERY: U #5		295416	02/18/2022			136.00
	001-170-638	ROTOR(2), PADS, BEARING(4)		295443	02/18/2022			191.81
	001-170-638	SEAL(2), THERMO HOUSING: VAL TRK		295443	02/18/2022			45.70
	001-161-638	BATTERY(3), BRAKE SHOES(4): E5		294759	02/18/2022			531.00
	001-161-638	BRK DRUMS(2), BRAKE CHAMBER: E5		294759	02/18/2022			1,580.00
	001-170-638	GREASE CAP(2), ANTIFRZ: VAL TRK		295530	02/22/2022			17.15
	001-100-570	BATTERY: U #48		295575	02/23/2022			164.00
	001-170-639	TRACTOR OIL		295608	02/24/2022			39.95
	001-161-638	BRAKE SHOE KIT(2): E5		295592	02/24/2022			98.84
	001-161-638	IDLER ARM, PITTMAN ARM: B-34		295623	02/24/2022			35.13
	001-170-638	BRK PAD(2)/CALIPER: DODGE 1500		295622	02/24/2022			115.35
	001-170-638	HUBS(2), TIE RODS(2): DODGE 1500		295624	02/24/2022			324.78
	001-170-638	STRUTS(2), ROTORS(2): DODGE 1500		295624	02/24/2022			369.88
	001-100-570	CABIN FILTER: U #5/19		295680	02/28/2022			25.34

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001	SOUTHERN MS PLANNING & DEV DISTRICT INC	221531	03/15/2022	03/03/2022			41,129.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-680-828	LOAN 1472: RETAIL CENTER		04012022	03/31/2022			41,129.59
001	PASCAGOULA TIRE & SERVICE INC	221550	03/15/2022	03/07/2022			69.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	4 WHEEL ALIGNMENT: PD CHARGER		102691	02/17/2022			69.99
001	SPARKLIGHT	221551	03/15/2022	03/07/2022			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2022: SR BLDG #120793682		02222022	03/01/2022			84.62
001	RELX INC DBA LEXISNEXIS	221554	03/15/2022	03/07/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2022 ACCT 4254VNBSY		3093660470	01/31/2022			120.00
	001-092-698	FEB 2022 ACCT 4254VNBSY		02282022	02/22/2022			120.00
001	JACKSON COUNTY ADULT DETENTION CENTER	221555	03/15/2022	03/07/2022			8,820.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2022 ADC CHGS		02282022	03/04/2022			8,820.00
001	MS DEPT OF FINANCE & ADMIN	221556	03/15/2022	03/07/2022			16,173.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2022 COURT ASSESSMENTS		02282022	03/01/2022			16,173.75
001	SEDGWICK	221558	03/15/2022	03/07/2022			2,352.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	DEDUCTIBLE: TNT-0163710 ROLEY		0959850	02/28/2022			2,352.00
001	O'REILLY AUTO PARTS	221559	03/15/2022	03/07/2022			1,045.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CABIN/AIR FILTERS: U #11/55		1978237566	01/31/2022			35.33
	001-100-570	HEADLIGHT BULB SOCKET:PD UNITS		1978237578	01/31/2022			18.99
	001-100-570	BLOWER MOTOR: U #11		1978237745	02/02/2022			107.91
	001-161-638	BATTERY/CORE CHRG: FD STRETCH		1978237846	02/03/2022			141.12
	001-170-559	STICKER REMOVAL WHEEL		1978237854	02/03/2022			31.19
	001-100-570	BRAKE FLUID: PD UNITS		1978237869	02/03/2022			24.99
	001-161-638	LIGHT BULB: E1		1978237914	02/03/2022			19.09
	001-161-638	CORE CHRG RETURN: FD STRETCH		1978237928	02/03/2022			-22.00
	001-170-639	HOSE CLAMPS		1978237977	02/04/2022			3.59
	001-161-638	ANTIFRZ, DIESEL EXHAUST FLUID		1978238067	02/05/2022			30.98
	001-161-638	THERMOSTAT(2), ANTIFRZ(2):B-34		1978238258	02/07/2022			75.76
	001-100-570	OIL FILTERS(2): PD UNITS		1978238264	02/07/2022			7.22
	001-100-570	WIPER BLADES(2): ACO TRUCK		1978238290	02/07/2022			3.98
	001-100-638	SUPER GLUE: PD UNITS		1978238388	02/08/2022			7.99
	001-161-638	PCV VALVE: B-34		1978238389	02/08/2022			98.89
	001-170-638	WIPER FLUID(12)		1978238393	02/08/2022			31.08
	001-100-638	TRANS FLUID(3):U #76		1978238505	02/09/2022			23.97
	001-170-639	BATTERY CABLE: JOHN DEERE		1978238627	02/10/2022			15.99
	001-170-638	ENGINE PAINT,PRIMER: REC TRK		1978239039	02/14/2022			34.46

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001	O'REILLY AUTO PARTS	221559	03/15/2022	03/07/2022			1,045.69	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	HARMONIC BALANCER: RAM 1500	1978239379	02/17/2022			79.19	
	001-100-570	HEADLIGHT BULB: U #66	1978239882	02/21/2022			17.65	
	001-100-570	ABS SENSOR(2): PD JEEP	1978240023	02/22/2022			45.40	
	001-100-570	PURGE SOLENOID(2): U #49/64	1978240023	02/22/2022			95.02	
	001-100-570	REAR MAIN SEALER: ACO TRUCK	1978240023	02/22/2022			15.99	
	001-100-570	OIL FLTR, BUSHING KIT: U #89	1978240148	02/23/2022			16.85	
	001-100-570	PULLEYS (3): U #30	1978240244	02/24/2022			55.46	
	001-161-638	SEAL KIT, OIL, LEAK STOP: B-34	1978240730	02/28/2022			29.60	
001	AMERICAN BANKERS INSURANCE COMPANY	221560	03/15/2022	03/07/2022			2,605.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	FLOOD INS: SR CENTER	9906203041	02/27/2022			2,605.00	
001	MS DEPT OF PUBLIC SAFETY	221561	03/15/2022	03/07/2022			869.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	FEB 2022 SPECIAL ASSESSMENTS	02282022	03/01/2022			869.00	
001	MS DEPT OF PUBLIC SAFETY	221562	03/15/2022	03/07/2022			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	FEB 2022 INTERLOCK FEES	02282022	03/01/2022			350.00	
001	RJ YOUNG COMPANY LLC	221563	03/15/2022	03/07/2022			75.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	LEXMARK C4150: BASE COPY FEE	INV4626513	02/07/2022			38.00	
	001-100-699	RICOH IMC2500: BASE COPY FEE	INV4629513	02/07/2022			37.55	
001	RJ YOUNG COMPANY LLC	221564	03/15/2022	03/07/2022			113.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	GEMG00-01 RENTAL FEE	INV4652699	02/22/2022			113.14	
001	SPORTS CONDUCTOR LLC DBA JARVIS	221565	03/15/2022	03/07/2022			272.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-503	FEB 2022 BASEBALL (47)	5441	03/01/2022			185.65	
	001-170-503	FEB 2022 SOFTBALL (22)	5441	03/01/2022			86.90	
001	FUELMAN	221566	03/15/2022	03/07/2022			3,765.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP61667709	02/28/2022			130.33	
	001-100-525	UNL&DSL FUEL	NP61667709	02/28/2022			2,683.91	
	001-161-525	UNL&DSL FUEL	NP61667709	02/28/2022			709.01	
	001-170-525	UNL&DSL FUEL	NP61667709	02/28/2022			170.35	
	001-205-525	DSL FUEL	NP61667709	02/28/2022			71.63	
001	ADVANCE AUTO PARTS	221568	03/15/2022	03/07/2022			27.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	CRYSTAL CAR WASH(4), WASH/WAX	1403201439	01/14/2022			27.10	
001	TEC	221569	03/15/2022	03/07/2022			93.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	1042942	03/01/2022			93.26	

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001	CENTERPOINT ENERGY	221571	03/15/2022	03/07/2022			171.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL STN: 1/25/22-2/23/22		11000885-1	03/02/2022			88.97
	001-161-630	SOUTH STN: 1/25/22-2/23/22		11000999-0	03/02/2022			82.65
001	FUELMAN	221572	03/15/2022	03/07/2022			4,405.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61740423	03/07/2022			200.46
	001-100-525	UNL FUEL		NP61740423	03/07/2022			2,977.15
	001-161-525	UNL&DSL FUEL		NP61740423	03/07/2022			691.78
	001-170-525	UNL FUEL		NP61740423	03/07/2022			536.33
001	SPARKLIGHT	221575	03/15/2022	03/07/2022			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2022: #107571481		02222022	03/01/2022			147.06
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	221576	03/15/2022	03/07/2022			215.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET TI.5 DIGITAL SERV		3136296310	03/01/2022			215.73
001	CREDIT CARD CENTER	221577	03/15/2022	03/07/2022			2,747.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-612	FLIGHT-ORLANDO: MORGAN		G45RTG	01/27/2022			430.20
	001-094-612	FLIGHT-ORLANDO: STENNETT		G4Q34L	01/27/2022			542.20
	001-094-612	2022 HURRICANE CONF: STENNETT		59695297	01/27/2022			375.00
	001-094-612	2022 HURRICANE CONF: MORGAN		59695297	01/27/2022			375.00
	001-094-612	HOTEL-HURR CONF:STENNET MORGAN		6350332218	01/27/2022			845.00
	001-100-681	AIP INSTR CERT: WILLIAMS,CT		197756	02/24/2022			180.00
001	COMM-TECH SOLUTIONS INC	221578	03/15/2022	03/07/2022			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACTIVATE EXT 323: GOFF, S		16945	03/07/2022			75.00
001	BXS INSURANCE	221579	03/15/2022	03/07/2022			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	PUBLIC OFFICIAL BOND: YANCEY		409850	03/04/2022			150.00
001	SINGING RIVER ELECTRIC COOPERATIVE	221581	03/15/2022	03/07/2022			1,533.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		02172022	02/23/2022			832.78
	001-201-629	SIGNAL LIGHT 89113001		02172022	02/23/2022			55.08
	001-170-631	CITY PARK RESTRMS 89912001		02172022	02/23/2022			454.92
	001-201-633	STREET LIGHTS 90345002		02172022	02/23/2022			147.52
	001-092-631	RECORDS BLDG 90790001		02172022	02/23/2022			37.64
	001-170-631	FRAZIER RESTRMS 98546001		02182022	02/23/2022			5.55
001	SINGING RIVER ELECTRIC COOPERATIVE	221583	03/15/2022	03/07/2022			755.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		02142022	02/21/2022			530.31
	001-161-631	MARTIN BLUFF FD 58380001		02162022	02/22/2022			161.38

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001	SINGING RIVER ELECTRIC COOPERATIVE	221583	03/15/2022	03/07/2022			755.42	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHTS 17546		02162022	02/22/2022			33.18
	001-092-631	CITY LIMIT SIGN 17546		02162022	02/22/2022			30.55
001	SINGING RIVER ELECTRIC COOPERATIVE	221584	03/15/2022	03/07/2022			226.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		02172022	02/23/2022			158.92
	001-170-631	FITNESS TRAIL 109268001		02172022	02/23/2022			27.73
	001-170-631	ROUNDABOUT 102311004		02172022	02/23/2022			15.00
	001-170-631	SRM VENUE 104312008		02172022	02/23/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	221585	03/15/2022	03/07/2022			865.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02172022	02/23/2022			51.65
	001-201-633	DOLPHIN ST 94988002		02172022	02/23/2022			47.41
	001-201-633	DOLPHIN ST 94989002		02172022	02/23/2022			51.75
	001-201-633	DOLPHIN ST 94990002		02172022	02/23/2022			609.11
	001-201-633	WM PAYNE 100244003		02172022	02/23/2022			40.84
	001-201-633	WM PAYNE 100245001		02172022	02/23/2022			64.66
001	SINGING RIVER ELECTRIC COOPERATIVE	221586	03/15/2022	03/07/2022			845.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		02182022	02/24/2022			200.71
	001-170-631	BACOT LIGHTS 10137		02182022	02/24/2022			451.23
	001-201-629	SIGNAL LIGHTS 10138		02182022	02/24/2022			120.73
	001-170-631	BACOT SPLASHPAD 103751001		02182022	02/24/2022			27.42
	001-170-631	BACOT UPGRADES 113730001		02182022	02/24/2022			45.18
001	SINGING RIVER ELECTRIC COOPERATIVE	221587	03/15/2022	03/07/2022			9,469.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		02172022	02/23/2022			6,261.16
	001-201-629	SIGNAL LIGHTS 10054		02172022	02/23/2022			650.32
	001-092-631	CITY HALL 10054		02172022	02/23/2022			1,336.39
	001-170-631	FRAZIER PARK 10054		02172022	02/23/2022			52.13
	001-170-631	SENIOR BLDG 10054		02172022	02/23/2022			404.73
	001-161-631	CENTRAL FD 10054		02172022	02/23/2022			349.76
	001-170-631	CITY PARK 10054		02172022	02/23/2022			128.55
	001-092-631	PUBLIC WORKS 10054		02172022	02/23/2022			250.55
	001-092-631	HWY 90 SIGN 10054		02172022	02/23/2022			35.90
001	LOWES HOME CENTERS INC	221591	03/15/2022	03/08/2022			2,288.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	ELECTRICAL REPR: SPRT PLEX		902594	01/25/2022			36.17
	001-161-635	WALL PLATES (10): NFS		901925	01/26/2022			11.20
	001-205-559	SHOP VAC		909055	01/27/2022			128.24
	001-161-559	KITCHEN SINK CADDY		901333	01/27/2022			14.25
	001-205-559	KEROSENE (5)		909056	01/27/2022			123.40
	001-170-635	LIGHT FOR SPORTS PLEX		902856	01/28/2022			21.35
	001-161-559	AIR COMP KIT, AIR HOSE		901624	01/28/2022			57.45
	001-161-559	AIR COMPRESSOR		901340	01/31/2022			94.05
	001-170-559	PPE FOR CREW		901208	01/31/2022			54.99
	001-205-559	DUCT TAPE, AWL PUNCH		902349	02/01/2022			9.75

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001	LOWES HOME CENTERS INC	221591	03/15/2022	03/08/2022			2,288.88	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-635	LFL BULB 30/PK, SIDING	902349	02/01/2022				110.16
	001-100-635	LFL BULB 30PK(2): PD	902348	02/01/2022				123.46
	001-205-559	SCREWS/BITS: CITY PK RESTRMS	901792	02/02/2022				12.18
	001-170-559	POWER FLASHLIGHT, BATTERY	902480	02/02/2022				179.54
	001-100-635	LIGHTING TIMER: PD	901936	02/03/2022				71.24
	001-161-635	SAND PAPER, SPRAY PAINT: SFS	909082	02/08/2022				15.17
	001-170-559	KEYS(4): SENIOR CENTER	901189	02/08/2022				11.32
	001-161-635	PAINT FOR AC VENTS: SFS	918525	02/09/2022				8.54
	001-170-634	VALVES (RETURN)	902281	02/09/2022				-18.01
	001-170-634	ANGLE VALVE	902287	02/09/2022				9.49
	001-170-634	PVC CAP, ANGLE VALVE(2)	902257	02/09/2022				19.21
	001-170-520	MULCH (20): CITY HALL	919507	02/09/2022				69.80
	001-170-634	RESTROOM REPAIRS: GM PARK	901379	02/09/2022				63.56
	001-170-520	MULCH (15): CITY HALL	919514	02/09/2022				52.35
	001-170-635	RESTROOM FAUCET(6): GM PARK	990268	02/09/2022				182.80
	001-092-635	TOILET SEAT (3): CITY HALL	901662	02/10/2022				110.62
	001-170-559	QUIKRETE CONCRETE(42)	964192	02/11/2022				157.08
	001-161-510	FABULOSO(3), BOWL BRUSH	918815	02/11/2022				28.14
	001-161-510	CLEANING SUPPLIES	901705	02/14/2022				55.45
	001-161-635	PAINT, ROLLER KIT, MASK FILM	901061	02/15/2022				50.28
	001-170-635	NUTS(10), LINK (10), BOLT (10)	923850	02/15/2022				81.70
	001-170-635	WIRE CONNECTOR: SPORTSPLEX	923850	02/15/2022				9.76
	001-161-559	ELECTRICAL TAPE(3)	902946	02/16/2022				12.77
	001-170-634	ELECTRICAL ITEMS: BUDDY DAVIS	901173	02/16/2022				39.68
	001-161-635	PAINT SUPPLIES: FD	918829	02/18/2022				83.44
	001-161-559	AIR FILTER, SHOP VAC	901716	02/18/2022				49.33
	001-161-559	SHOWERHEAD: CFS	901232	02/20/2022				10.44
	001-170-635	REPR HANDICAP STALL: GM PARK	902806	02/22/2022				25.16
	001-161-635	PAINT THINNER: FD	902982	02/23/2022				8.82
	001-161-635	PAINT: FD	909218	02/23/2022				37.99
	001-170-634	QUIKRETE (16): GM PARK	901458	02/24/2022				66.56
001	APRIL HAVENS STENNETT	221611	03/15/2022	03/08/2022			38.78	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-094-681	PER DIEM REIMB: GMYC CONF	02252022	03/02/2022				38.78
001	C SPIRE WIRELESS	221612	03/15/2022	03/08/2022			1,107.24	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONE	0030759348	02/28/2022				47.44
	001-040-605	ADMIN CELL PHONE	0030759348	02/28/2022				81.77
	001-040-605	ADMIN CELL PHONE	0030759348	02/28/2022				-8.13
	001-090-605	BLDG-PLNG PHONES	0030759348	02/28/2022				251.45
	001-090-698	IPAD SERVICE (3)	0030759348	02/28/2022				102.99
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	02/28/2022				141.57
	001-161-605	FIRE DEPT CELL PHONES	0030759348	02/28/2022				142.32
	001-170-605	RECREATION CELL PHONES	0030759348	02/28/2022				150.82
	001-205-605	MAINT CELL PHONES	0030759348	02/28/2022				149.57
	001-001-605	COUNCIL CELL PHONE	0030759348	02/28/2022				47.44

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001	REYNOLDS WHOLESALE CO	221615	03/15/2022	03/09/2022			207.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	MULTIFOLD BROWN TOWELS CASE(4)	71299	02/22/2022	220523		83.80	
	001-161-510	COMET POWDER 21OZ CAN (8)	71299	02/22/2022	220523		13.52	
	001-161-510	TISSUE PAPER CASE	71299	02/22/2022	220523		49.50	
	001-161-510	PINE SOL 144OZ (4)	71299	02/22/2022	220523		47.80	
	001-161-510	BLEACH GALLON (4)	71299	02/22/2022	220523		13.16	
001	MID SOUTH UNIFORM & SUPPLY INC	221616	03/15/2022	03/09/2022			1,100.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	DOUBLE MAG CASE GLOCK 9(10)	625480	01/31/2022	220275		354.90	
	001-100-559	RIFLE MAG CASE A4/M4 BLK(10)	625480	01/31/2022	220275		312.60	
	001-100-559	BODY CAM CASE WATCHGUARD (10)	625480	01/31/2022	220275		433.40	
001	LAWRENCE PRINTING COMPANY INC	221617	03/15/2022	03/09/2022			532.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	MINUTE BOOKS 58,59,60,&61 (4)	63604	03/01/2022	220433		504.00	
	001-040-500	SHIPPING	63604	03/01/2022	220433		28.56	
001	COASTAL PAINTING & GENERAL	221618	03/15/2022	03/09/2022			1,200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	CLEAN/PAINT GOAL POST: BACOT	2625	03/08/2022	220412		1,200.00	
001	CUSTOM PRODUCTS CORPORATION	221619	03/15/2022	03/09/2022			2,844.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	STREET SIGN (8)	366582	03/07/2022	220543		147.20	
	001-201-565	SPEED LIMIT 45 (5)	366582	03/07/2022	220543		187.40	
	001-201-565	SPEED LIMIT 50 (5)	366582	03/07/2022	220543		187.40	
	001-201-565	POSTS (24)	366582	03/07/2022	220543		1,210.56	
	001-201-565	HARDWARE (24)	366582	03/07/2022	220543		31.92	
	001-201-565	NO DUMPING (5)	366582	03/07/2022	220543		61.40	
	001-201-565	WE HEART OUR CHILDREN (10)	366582	03/07/2022	220543		240.60	
	001-201-565	WINDING ROAD (2)	366582	03/07/2022	220543		91.32	
	001-201-565	CURVE LEFT (2)	366582	03/07/2022	220543		91.32	
	001-201-565	CIR. INTERSECTION (4)	366582	03/07/2022	220543		182.64	
	001-201-565	BRACKETS (50)	366582	03/07/2022	220543		277.50	
	001-201-565	WINDWARD SIGN	366582	03/07/2022	220543		34.78	
	001-201-565	FREIGHT	366582	03/07/2022	220543		100.63	
001	SOUTHERN PIPE & SUPPLY CO INC	221620	03/15/2022	03/09/2022			833.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	REGAL FLUSH VALVE (2)	6330270-00	02/08/2022	220488		241.84	
	001-092-635	3/4 URINAL SPUD WASHER (3)	6330270-00	02/08/2022	220488		20.85	
	001-205-559	REGAL FLUSH VALVE 1.0 GPM	6330270-00	02/08/2022	220488		120.92	
	001-092-635	SV500AAF15 VACUUM BREAKER	6332456-00	02/08/2022	220489		62.95	
	001-092-635	FLUSH VALVE:CH RESTROOM(2)	6341029-00	02/10/2022	220492		237.98	
	001-092-635	BRASS CLST SPUD: CH RESTRM (2)	6341029-00	02/10/2022	220492		19.80	
	001-170-635	FLUSH VALVE: BOAT LAUNCH	6341029-00	02/10/2022	220492		118.99	
	001-170-635	BRASS CLST SPUD: BOAT LAUCH	6341029-00	02/10/2022	220492		9.90	

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001	GULF COAST ARMY NAVY STORE	221622	03/15/2022	03/09/2022			109.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TRUSPEC PANTS (2)		385226	02/22/2022	220524		109.90
001	RAY ALLEN MANUFACTURING LLC	221623	03/15/2022	03/09/2022			201.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	NYLON COLLAR METAL BUCKLE		RINV229111	01/27/2022	220357		59.99
	001-100-514	BLUE 3" BALL W/T-HANDLE (6)		RINV229111	01/27/2022	220357		83.94
	001-100-514	RAM TECH LA WAIST LEAD 36X12		RINV229111	01/27/2022	220357		22.99
	001-100-514	PVC POLICE K9 PATCH GREY		RINV229111	01/27/2022	220357		9.99
	001-100-514	SHIPPING HANDLING		RINV229111	01/27/2022	220357		5.00
	001-100-514	SYNTEK TUG 2 HANDLE		RINV232821	02/17/2022	220357		19.99
001	OFFICE DEPOT 1104	221624	03/15/2022	03/09/2022			569.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	EPSON ET PRINTER 4850		2196793860	01/05/2022	220361		499.99
	001-170-559	INK FOR PRINTER		2196793860	01/05/2022	220361		69.98
001	PASCAGOULA TIRE & SERVICE INC	221626	03/15/2022	03/09/2022			748.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	ALIGNMENT: CUSTODIAN TRK		102709	02/18/2022	220505		69.99
	001-161-638	FIRESTONE DESTINATION XT (4)		102433	02/03/2022	220421		594.16
	001-161-638	TIRE INSTALL PACKAGE BASIC (4)		102433	02/03/2022	220421		20.00
	001-161-638	WHEEL BALANCE WEIGHTS (4)		102433	02/03/2022	220421		12.00
	001-161-638	WHEEL BALANCE LABOR (4)		102433	02/03/2022	220421		34.00
	001-161-638	VALVE STEM (4)		102433	02/03/2022	220421		6.00
	001-161-638	TIRE DISPOSAL FEE (4)		102433	02/03/2022	220421		12.00
001	POWELL CONSTRUCTION SERVICES INC	221629	03/15/2022	03/09/2022			4,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	REPR BRIDGE LTS: PULL WIRE		3313	02/28/2022	220501		1,985.00
	001-201-637	REPR BRIDGE LTS: SE END		3312	02/28/2022	220283		2,965.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	221630	03/15/2022	03/09/2022			1,709.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-559	BLACK BUSINESS CARD HOLDER		3499634649	02/08/2022	220484		8.63
	001-094-559	3TAB FILE FOLDER (2)		3499634649	02/08/2022	220484		48.46
	001-094-559	TRASH CAN W/O LID		3499634649	02/08/2022	220484		5.33
	001-094-559	TITANIUM 8" SCISSORS		3499634649	02/08/2022	220484		5.89
	001-094-559	BLK MESH ACCESSORY HOLDER		3499634649	02/08/2022	220484		5.03
	001-094-500	2022 WEEKLY PLANNER		3499634649	02/08/2022	220484		10.69
	001-094-500	PM PROFILE BLK PEN (12)		3499634649	02/08/2022	220484		7.68
	001-094-500	COSCO MED FINGER PAD (12)		3499634649	02/08/2022	220484		1.49
	001-094-559	COMMAND INDOOR DBL HOOK		3499634650	02/08/2022	220484		8.85
	001-010-500	HP 05A BK TONER 2/PK		3499856162	02/11/2022	220496		154.73
	001-010-500	COPY PAPER-CARTON (6)		3499856162	02/11/2022	220496		242.34
	001-040-500	SORTKWIK MOISTENER		3498445597	01/28/2022	220437		2.26
	001-040-500	TR COPY PAPER-CARTON (10)		3498445597	01/28/2022	220437		399.90
	001-040-500	RUBBER BANDS 1640/PACK		3498445597	01/28/2022	220437		1.88
	001-040-500	COUNTERFEIT PEN 3/PK		3498445597	01/28/2022	220437		4.79

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	221630	03/15/2022	03/09/2022			1,709.46	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-500	BINDER CLIP .75" 40/PK	3498445597	01/28/2022	220437		1.04	
	001-022-500	MTHLY EXPANDING FOLDER 12/PK	3498445597	01/28/2022	220437		12.88	
	001-022-500	BINDING COMB BLK 50/PK	3498445597	01/28/2022	220437		11.66	
	001-022-500	BINDING SPINE 1/2" 25/PK	3498445597	01/28/2022	220437		12.72	
	001-022-500	PRESENTATION COVER 200/PK	3498445597	01/28/2022	220437		30.39	
	001-022-500	PRESENTATION COVER LTR CLR	3498445597	01/28/2022	220437		19.58	
	001-022-500	'SIGN HERE' FLAG 200/PK	3498445597	01/28/2022	220437		8.06	
	001-022-500	HANGING FOLDER TAB 50/PK	3498445597	01/28/2022	220437		2.30	
	001-040-500	ADDRESS LABEL 400/PK	3498445597	01/28/2022	220437		21.78	
	001-040-500	FLAGS ASS COLORS 140/PK	3498445597	01/28/2022	220437		4.18	
	001-021-500	NOTEPADS 8.5"X14" 12/PK	3498445597	01/28/2022	220437		7.00	
	001-021-500	BINDER CLIP LG BLK 12/PK	3498445597	01/28/2022	220437		1.32	
	001-021-500	BINDER CLIP MED BLK 144/PK	3498445597	01/28/2022	220437		6.64	
	001-021-500	PAPER CLIP LRG NSKD 10/PK	3498445597	01/28/2022	220437		6.40	
	001-021-500	PAPER CLIP STD 10/PK	3498445597	01/28/2022	220437		1.78	
	001-021-500	POST IT 4X6 LINED 5/PK	3498445597	01/28/2022	220437		10.32	
	001-022-500	LEGAL FILE FLDR 3TAB 100/BX	3498445598	01/28/2022	220437		37.99	
	001-021-500	BINDING SPINE 1/2" 100/BX	3498674189	01/29/2022	220437		14.99	
	001-040-500	LEXMARK 700Z1 BLK HY	3498674191	01/29/2022	220437		231.99	
	001-040-500	DELL LED MONITOR 17"	3499167706	02/01/2022	220437		229.99	
	001-040-500	HP 950XL/951 BLK HY INK	3499856161	02/11/2022	220437		91.90	
	001-040-500	FLAGS ASS COLORS 140/PK	3500237150	02/16/2022	220437		4.18	
	001-040-500	HP950XL BLK HY INK	3500308791	02/17/2022	220437		36.60	
	001-040-500	FLAGS ASS COLORS 140/PK	3500237149	02/16/2022	220437		-4.18	
001	STUART C IRBY CO	221632	03/15/2022	03/09/2022			578.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	BUSS BAF-5 MIDGET FUSE (100)	S012833964	02/23/2022	220442		578.00	
001	AYERS DISTRIBUTING CO	221633	03/15/2022	03/09/2022			1,112.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	6 CS TOY FILLED EGGS	584	03/03/2022	220574		834.00	
	001-170-513	2 CS CANDY FILLED EGGS	584	03/03/2022	220574		278.00	
001	PROFESSIONAL SOLUTIONS USA INC	221634	03/15/2022	03/09/2022			660.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-620	FLOOD INFO FLYER (7010)	395161	02/21/2022	220429		660.00	
001	IAFC MEMBERSHIP	221635	03/15/2022	03/09/2022			225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-682	FULL MEMBERSHIP: LATCH,JAMES	000135829	03/08/2022	220594		195.00	
	001-161-682	SE DIVISION DUES: LATCH,JAMES	000135829	03/08/2022	220594		30.00	
001	STERLING PETROLEUM PRODUCTS INC	221637	03/15/2022	03/09/2022			773.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-525	KEROSENE (55): MECH SHOP	94493	02/01/2022	220406		356.95	
	001-100-570	SERVICE PRO 5/20 OIL (55)	94494	02/01/2022	220405		411.95	
	001-100-570	LUBE TAX	94494	02/01/2022	220405		4.40	

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001	AMAZON COM SALES INC	221638	03/15/2022	03/09/2022			3,680.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-704	GALAXY TAB S7 FE 2021 (7)	1RQDCPM1RX	02/23/2022	220526		3,149.65	
	001-001-559	FINTIE CASE S7 FE 2021 (7)	1RQDCPM1RX	02/23/2022	220526		146.93	
	001-170-511	BUNCO SCORE SHEETS (2)	14HKWN7GH4	03/06/2022	220578		10.98	
	001-170-511	HAND BELL FOR BONCO (2)	14HKWN7GH4	03/06/2022	220578		11.98	
	001-170-511	100 PCS 16 MM GAME DICE	14HKWN7GH4	03/06/2022	220578		11.59	
	001-170-513	24PK SPR HVY DTY D BATTERY	14HKWN7GH4	03/06/2022	220578		18.85	
	001-170-513	MEGAPHONE LOUD SPEAKER (4)	14HKWN7GH4	03/06/2022	220578		79.96	
	001-170-559	24PK DURACELL AA BATTERY (2)	1KN6CRTHVP	03/06/2022	220568		22.86	
	001-170-559	BUNGEE CORD 6 INCH 50/PCS (3)	1KN6CRTHVP	03/06/2022	220568		47.97	
	001-170-559	SLASHPROOF SWING SEAT (6)	1KN6CRTHVP	03/06/2022	220568		180.12	
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	221639	03/15/2022	03/09/2022			85.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	COOLANT OUTLET EP U# 62	5055359	02/09/2022	220461		23.59	
	001-100-570	COOLANT INLET EP U# 62	5055359	02/09/2022	220461		22.31	
	001-100-570	SUPPORT VISOR (2) U# 62	5055359	02/09/2022	220461		39.30	
001	OCCUPATIONAL HEALTH CENTER INC	221641	03/15/2022	03/09/2022			415.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	10 PANEL DRG SCRN: MCCLURE	269692	03/02/2022	220455		70.00	
	001-161-604	VARICELLA ANTIBODY: MCCLURE	269692	03/02/2022	220455		50.00	
	001-161-604	QUANTIFERON TB GOLD: MCCLURE	269692	03/02/2022	220455		185.00	
	001-022-604	PRE-EMP PHYSICAL: GOFF,S	271313	03/02/2022	220502		75.00	
	001-022-604	PRE-EMP DRG SCRN: GOFF,S	271313	03/02/2022	220502		35.00	
001	AUDIOWAVE INC	221642	03/15/2022	03/09/2022			4,997.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	PK11341TU20TM XL PANEL W/LEP	A54680	03/01/2022	220300		705.00	
	001-100-799	PK01231TU2020ND 12VS 2ND EXPA	A54680	03/01/2022	220300		478.00	
	001-100-799	G J CONSOLE	A54680	03/01/2022	220300		395.00	
	001-100-799	SETINA PUSH BUMPER	A54680	03/01/2022	220300		375.00	
	001-100-799	SOS ENULBOOMMV 48" LBAR	A54680	03/01/2022	220300		1,550.00	
	001-100-799	4" STUD MNT SAE 6 LED BLUE (4)	A54680	03/01/2022	220300		436.00	
	001-100-799	EMPS BLUE LED	A54680	03/01/2022	220300		218.00	
	001-100-799	TAG BRACKET	A54680	03/01/2022	220300		25.00	
	001-100-799	SIREN CONTROL	A54680	03/01/2022	220300		365.00	
	001-100-799	ETSS100J SIREN	A54680	03/01/2022	220300		175.00	
	001-100-799	SHIPPING: 2022 INTERCEPTOR	A54680	03/01/2022	220300		275.00	
001	RED RIVER SPECIALTIES INC	221643	03/15/2022	03/09/2022			4,302.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	RANGER PRO 90 GALS	770768	02/16/2022	220504		4,185.00	
	001-170-577	FREIGHT	770768	02/16/2022	220504		117.49	
001	DELTA SANITATION OF MS LLC	221644	03/15/2022	03/10/2022			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	0001210015	02/28/2022			35.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	221645	03/15/2022	03/10/2022			250.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9986765321	02/28/2022			250.21	
001	MS ASSN CHIEFS OF POLICE	221646	03/15/2022	03/10/2022			215.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	POST TEST ENTRY LEVEL	SA49799	03/09/2022			175.00	
	001-022-660	EXAMINERS MANUAL	SA49799	03/09/2022			10.00	
	001-022-660	STUDY GUIDE	SA49799	03/09/2022			4.00	
	001-022-660	SHIPPING	SA49799	03/09/2022			26.28	
001	PASCAGOULA YOUTH BASEBALL	221647	03/15/2022	03/10/2022			1,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-503	UMPIRE FEES(30):COG SOFTBALL	03142022	03/10/2022			1,000.00	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	221648	03/15/2022	03/10/2022			1,666.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-642	JAN 2021 CLUB SUPPORT	01312022	03/09/2022			833.33	
	001-170-642	FEB 2021 CLUB SUPPORT	02282022	03/09/2022			833.33	
FUND TOTAL	1 Claims	to	Checks	74 Total	335,022.08 Manual	Held	Total	335,022.08

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	COG 7M BOND ACCT	221544	03/15/2022	03/04/2022			180,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	002-900-950	BUDGETED TRX: M BLUFF W&S		03042022	03/04/2022		180,000.00	
FUND TOTAL	2 Claims	to	Checks	1 Total	180,000.00	Manual	Held	Total 180,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	221507	03/15/2022	03/02/2022			37,914.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		FEB 2022	02/24/2022			37,914.05
FUND TOTAL 172 Claims	to	Checks	1 Total	37,914.05	Manual		Held	Total 37,914.05

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	221503	03/15/2022	03/02/2022			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	MAR 2022 SSP: INET #132698937	02132022	02/20/2022			244.80	
176	BAY ICE COMPANY INC	221506	03/15/2022	03/02/2022			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	FEB 2022 BOX RENTAL	655789	02/28/2022			50.00	
176	FUELMAN	221573	03/15/2022	03/07/2022			40.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP61740423	03/07/2022			40.91	
176	SINGING RIVER ELECTRIC COOPERATIVE	221588	03/15/2022	03/07/2022			3,788.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	02182022	02/24/2022			3,296.69	
	176-170-631	HOUSE 76855002	02182022	02/24/2022			49.84	
	176-170-631	SSP WELCOME CENTER 108928002	02182022	02/24/2022			417.16	
	176-170-631	DUMP STATION 109931001	02182022	02/24/2022			25.00	
176	LOWES HOME CENTERS INC	221592	03/15/2022	03/08/2022			17.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	PAINT: SHEPARD BATHROOM	919324	02/03/2022			8.90	
	176-170-586	WIRE RV OUTLET	902788	02/14/2022			8.24	
176	C SPIRE WIRELESS	221613	03/15/2022	03/08/2022			100.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONES	0030759348	02/28/2022			100.63	
176	STAPLES BUSINESS ADVANTAGE DEPT	ATL 221631	03/15/2022	03/09/2022			251.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-500	HP950XL/951	3500713391	02/23/2022	220522		105.47	
	176-170-500	HP952XL/952	3500713391	02/23/2022	220522		105.88	
	176-170-500	INSERTABLE TAB DIVIDERS (5)	3500713391	02/23/2022	220522		3.95	
	176-170-500	NON MAGNETIC DESKTP LTR HOLDER	3500713391	02/23/2022	220522		14.33	
	176-170-500	INDEX CUSTOMIZABLE TABLE (4)	3500713391	02/23/2022	220522		22.04	
176	MS MADE SOAP AND CANDLES LLC	221640	03/15/2022	03/09/2022			137.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	CITRONELLA 14-OZ CANDLE (2)	146	02/28/2022	220540		22.00	
	176-170-541	JAPANESE CHERRY BLOSSOM 14-OZ	146	02/28/2022	220540		11.00	
	176-170-541	KUDZU CANDLE	146	02/28/2022	220540		11.00	
	176-170-541	MAGNOLIA CANDLE	146	02/28/2022	220540		11.00	
	176-170-541	SWEET COTTON CANDLE	146	02/28/2022	220540		11.00	
	176-170-541	POMEGRANTE CANDLE	146	02/28/2022	220540		11.00	
	176-170-541	2-OZ ROOM SPRAYS (5)	146	02/28/2022	220540		15.00	
	176-170-541	6-OZ PINE TAR SOAP (2)	146	02/28/2022	220540		9.00	
	176-170-541	8-OZ SWEET COTTON OATMEAL	146	02/28/2022	220540		4.50	
	176-170-541	8-OZ MAGNOLIA SOAP	146	02/28/2022	220540		4.50	
	176-170-541	8-OZ JCB SOAP	146	02/28/2022	220540		4.50	
	176-170-541	4-OZ DIFFUSER KIT SWEET COTTON	146	02/28/2022	220540		14.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	MS MADE SOAP AND CANDLES LLC	221640	03/15/2022	03/09/2022			137.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	8-OZ KUDZU SOAP		146	02/28/2022	220540	4.50	
	176-170-541	8-OZ SWEET COTTON SOAP: SSP ST		146	02/28/2022	220540	4.50	
FUND TOTAL 176 Claims	to	Checks	8 Total	4,631.34	Manual	Held	Total	4,631.34

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	221524	03/15/2022	03/03/2022			29,300.00	
	Description TO #5: CONS ADM/RES PROJ REP			Invoice # 8376	Date 02/22/2022	P.O.	Amount 29,300.00	
304	JE TALLEY CONSTRUCTION INC Account Number 304-510-778	221580	03/15/2022	03/07/2022			197,664.86	
	Description PH 1 SITEWORK			Invoice # 9	Date 02/28/2022	P.O.	Amount 197,664.86	
FUND TOTAL 304 Claims to		Checks	2 Total	226,964.86	Manual		Held	Total 226,964.86

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	STARKS CONTRACTING COMPANY INC	221525	03/15/2022	03/03/2022			132,572.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-779	CONSTRUCTION 92%		7	02/16/2022			132,572.00
307	TYLER THOMAS HENRY	221597	03/15/2022	03/08/2022			8,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-779	BACOT MURAL: DESIGN & PAINT		03042022	03/04/2022			7,100.00
	307-300-779	SUPPLIES		03042022	03/04/2022			1,400.00
FUND TOTAL 307 Claims	to	Checks	2 Total	141,072.00	Manual		Held	Total 141,072.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC Account Number 355-723-763	221522	03/15/2022	03/03/2022			10,075.00	
		Description		Invoice #	Date	P.O.	Amount	
		BID PHASE: TRMNT PLANT		39081	02/08/2022			10,075.00
FUND TOTAL 355 Claims	to	Checks	1 Total	10,075.00	Manual		Held	Total 10,075.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	221582	03/15/2022	03/07/2022			142,728.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 84.9%		9	02/28/2022		142,728.57	
FUND TOTAL 360 Claims	to	Checks	1 Total	142,728.57	Manual	Held	Total	142,728.57

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-762	221526	03/15/2022	03/03/2022			22,466.50	
		Description ENG DESIGN/BIDDING		Invoice # 8377	Date 02/22/2022	P.O.	Amount 22,466.50	
FUND TOTAL 361 Claims	to	Checks	1 Total	22,466.50	Manual	Held	Total	22,466.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	221502	03/15/2022	03/02/2022			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	MAR 2022 TREATMENT CHGS		1629	03/01/2022			230,294.00
400	SPARKLIGHT	221510	03/15/2022	03/02/2022			77.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2022: #107663106		02162022	02/23/2022			77.15
400	SEYMOUR ENGINEERING PLLC	221527	03/15/2022	03/03/2022			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	TOPO SURVEY: SHELTER WTR MN		8378	02/22/2022			5,000.00
400	SEYMOUR ENGINEERING PLLC	221529	03/15/2022	03/03/2022			7,377.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	T SURVEY: HWY90 @ HEAD START		8375	02/22/2022			1,000.00
	400-650-603	DRAINAGE: JOHNSTON ROAD		8375	02/22/2022			455.00
	400-650-603	T SURVEY: WEST PARK DR		8375	02/22/2022			2,772.50
	400-650-603	DRAINAGE: BOARDMOOR/GOLDHILL		8375	02/22/2022			3,150.00
400	BANCORPSOUTH EQUIPMENT FINANCE	221536	03/15/2022	03/03/2022			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		04042022	03/03/2022			143,724.87
400	COG DEPOSITORY ACCOUNT	221541	03/15/2022	03/03/2022			128,682.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2022 GARBAGE PMTS		02282022	02/28/2022			128,682.39
400	COG DEPOSITORY ACCOUNT	221542	03/15/2022	03/03/2022			390,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: FUND 001		03312022	03/03/2022			390,000.00
400	CLEARWATER SOLUTIONS LLC	221552	03/15/2022	03/07/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2022 OPERATION FEE		GAUTIER111	03/01/2022			170,690.75
400	FUELMAN	221567	03/15/2022	03/07/2022			167.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61667709	02/28/2022			167.48
400	FUELMAN	221574	03/15/2022	03/07/2022			331.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61740423	03/07/2022			331.66
400	SINGING RIVER ELECTRIC COOPERATIVE	221589	03/15/2022	03/07/2022			211.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		02142022	02/21/2022			26.32
	400-651-631	GAUTR/VANC LFT STN 114046001		02172022	02/23/2022			184.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	221590	03/15/2022	03/07/2022			3,513.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		02182022	02/24/2022		220.77	
	400-651-631	LIFT STNS 17883		02182022	02/24/2022		1,861.35	
	400-651-631	LIFT STNS 17884		02182022	02/24/2022		1,431.09	
400	LOWES HOME CENTERS INC	221593	03/15/2022	03/08/2022			195.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	WD-40(2), BUG /WASP KILLER(4)		918248	01/31/2022		45.11	
	400-651-683	CEMENT(2), QUIKRETE(5)		990355	02/10/2022		55.94	
	400-651-581	BATTERIES(4)		911533	02/23/2022		94.92	
400	SINGING RIVER ELECTRIC COOPERATIVE	221594	03/15/2022	03/08/2022			8,404.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION 99216002		02172022	02/23/2022		239.97	
	400-651-631	LIFT STATIONS 17882		02172022	02/23/2022		2,312.65	
	400-651-631	WATER WELLS 17882		02172022	02/23/2022		3,643.58	
	400-651-631	CITY HALL SOUTH 17882		02172022	02/23/2022		2,208.15	
400	SINGING RIVER ELECTRIC COOPERATIVE	221595	03/15/2022	03/08/2022			5,306.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		02162022	02/22/2022		74.14	
	400-651-631	LIFT STNS 89702001		02162022	02/22/2022		25.00	
	400-651-631	LIFT STNS 17881		02162022	02/22/2022		2,407.94	
	400-651-631	WATER WELLS 17881		02162022	02/22/2022		2,799.04	
400	SINGING RIVER ELECTRIC COOPERATIVE	221596	03/15/2022	03/08/2022			2,877.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02142022	02/21/2022		1,174.09	
	400-651-631	LIFT STATIONS 28779		02142022	02/21/2022		92.49	
	400-651-631	SCHOONER WELL 20688		02112022	02/17/2022		1,212.12	
	400-651-631	LIFT STATIONS 20688		02112022	02/17/2022		398.57	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	221598	03/15/2022	03/08/2022			2,533.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		0763118476	03/01/2022		2,533.21	
400	C SPIRE WIRELESS	221614	03/15/2022	03/08/2022			47.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	02/28/2022		47.44	
400	SOUTHERN PIPE & SUPPLY CO INC	221621	03/15/2022	03/09/2022			2,735.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 CPLG MIPXCTS CJ		6408949-00	03/01/2022	220538	249.00	
	400-651-581	3/4 FIPXFIP BALL CURB LW		6408949-00	03/01/2022	220538	855.00	
	400-651-583	8" PVC GASKET PIPE HW14		6408949-00	03/01/2022	220538	1,515.36	
	400-651-581	8 CLAYX8 CI PLASTIC COUPLING		6408949-00	03/01/2022	220538	115.98	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST BATTERY SPECIALIST INC	221625	03/15/2022	03/09/2022			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	CB1250 SCADA BATTERIES (10)	3245030222	03/02/2022	220537		160.00	
400	CENTRAL PIPE SUPPLY-JACKSON	221627	03/15/2022	03/09/2022			2,407.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	4X3 RUBBER FERNCO COUP (6)	S100285478	02/11/2022	220483		50.40	
	400-651-581	BLU ULTRA-PURE TUBING (200)	S100285478	02/11/2022	220483		124.00	
	400-651-581	1" FORD BRASS COUP CTSXPVC(12)	S100285478	02/11/2022	220483		550.08	
	400-651-581	1CTSX3 FULL CIRCLE IPSX3 (6)	S100285478	02/11/2022	220483		160.56	
	400-651-581	1IPSX3 FULL CIRCLE IPSX3 (6)	S100285478	02/11/2022	220483		162.96	
	400-651-581	3/4 IPSX3 FULL CIR (6)	S100285478	02/11/2022	220483		154.08	
	400-651-581	3/4 S/B FULL CIRCLE IPSX6 (6)	S100285478	02/11/2022	220483		325.68	
	400-651-581	3/4CTSX3 S/B FULL CIRCLE (6)	S100285478	02/11/2022	220483		152.64	
	400-651-581	6X7.5 S/B COLLAR LEAK (2)	S100285478	02/11/2022	220483		199.38	
	400-651-581	6.63X2 FORD BRS SERV SADDLE(4)	S100285478	02/11/2022	220483		407.44	
	400-651-581	3/4X100 BLU ULTRA-PUR TUB(300)	S100285478	02/17/2022	220483		120.00	
400	BAY MOTOR WINDING INC	221628	03/15/2022	03/09/2022			4,809.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	REBUILD MOTOR: TOWNSEND LS	0120178	02/28/2022	220485		2,165.00	
	400-651-584	SEAL PLATE	0120178	02/28/2022	220485		343.00	
	400-651-584	IMPELLER	0120178	02/28/2022	220485		475.00	
	400-651-583	7.5 HP MOTOR REBUILD: WWTR	0120179	02/28/2022	220509		1,826.00	
400	CORE & MAIN LP	221636	03/15/2022	03/09/2022			416.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	BLUE MARKING PAINT (60)	Q383390	02/23/2022	220508		208.20	
	400-651-583	GREEN MARKING PAINT (60)	Q383390	02/23/2022	220508		208.20	
400	ARISTA INFORMATION SYSTEMS INC	221649	03/15/2022	03/10/2022			4,290.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	FEB 2022 PRINTING 2067001	0004759	02/28/2022			1,217.20	
	400-650-698	FEB 2022 POSTAGE 2067001	0004759	02/28/2022			3,073.22	
FUND TOTAL 400 Claims	to	Checks	24 Total	1,114,253.00	Manual	Held	Total	1,114,253.00

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	221518	03/15/2022	03/03/2022			107,005.63	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2022 RES GARBAGE (6373)		0001209945	02/28/2022		107,005.63	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,005.63	Manual		Held	Total 107,005.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	74 Total	335,022.08 Manual	Held	Total	335,022.08
FUND 2 Claims	to	Checks	1 Total	180,000.00 Manual	Held	Total	180,000.00
FUND 172 Claims	to	Checks	1 Total	37,914.05 Manual	Held	Total	37,914.05
FUND 176 Claims	to	Checks	8 Total	4,631.34 Manual	Held	Total	4,631.34
FUND 304 Claims	to	Checks	2 Total	226,964.86 Manual	Held	Total	226,964.86
FUND 307 Claims	to	Checks	2 Total	141,072.00 Manual	Held	Total	141,072.00
FUND 355 Claims	to	Checks	1 Total	10,075.00 Manual	Held	Total	10,075.00
FUND 360 Claims	to	Checks	1 Total	142,728.57 Manual	Held	Total	142,728.57
FUND 361 Claims	to	Checks	1 Total	22,466.50 Manual	Held	Total	22,466.50
FUND 400 Claims	to	Checks	24 Total	1,114,253.00 Manual	Held	Total	1,114,253.00
FUND 404 Claims	to	Checks	1 Total	107,005.63 Manual	Held	Total	107,005.63
Total for all Funds			Checks	116 Total	2,322,133.03 Manual	Held	Total 2,322,133.03

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

March 15, 2022

Title:

**Approval of minutes from Regular Council Meeting
held March 1, 2022**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Regular Council Meeting held March 1, 2022.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held March 1, 2022 are hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**Tuesday
March 1, 2022
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 1, 2022 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Gordon Gollott and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; and other concerned citizens. Present by teleconference were Councilman Cameron George, Councilman Rusty Anderson, and Josh Danos, City Attorney. Absent was Councilman Richard Jackson, with Councilman Adam Colledge arriving at 6:33pm.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 1, 2022 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Community Campout will begin March 12th starting at 12:00pm through March 13th until 12:00pm at Shepard State Park.**
- 2. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.**
- 3. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th from 9:00am until 11:00am at Gautier City Park Fitness Trail.**
- 4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.**

IV. Presentation Agenda

- 1. Intellectual or Developmental Disabilities Awareness Month**

V. Business Agenda

1. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. **Consent Agenda (All items approved in one motion)**

1. **Approval of Minutes from Recessed Council Meeting held February 15, 2022.**
2. **Authorization to submit an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program Grant.**

VII. **STUDY AGENDA**

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

Recess until March 15, 2022 at 6:30pm
www.gautier-ms.gov

Meeting was called to order by Mayor Vaughan at 6:30pm.

Councilman Colledge arrived at the Gautier City Council Meeting at 6:33pm.

Councilman Gollott made the motion to approve the agenda order, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

Announcements

1. Community Campout will begin March 12th starting at 12:00pm through March 13th until 12:00pm at Shepard State Park.
2. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.
3. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th from

9:00am until 11:00am at Gautier City Park Fitness Trail.

4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.

Presentation

1. Intellectual or Developmental Disabilities Awareness Month
-

Jackson County & the City of Gautier
present a...

Community CAMPOUT

March 12th at 12 noon to March 13th at 12 noon
One Night Community / Family Campout at
SHEPARD STATE PARK, 1034 Graveline Rd, Gautier
There is NO CHARGE for this community event!

Sign-in and Tent Set-up begins at 12 noon on 3/12/2022.

Once in the park, take the 2nd left turn & follow signs to the LARGE PAVILION.

Bring your own camping gear, food/beverages, & personal items.

Games - 6:30 PM Movie/Popcorn - Bonfire/S'mores - Sunrise Yoga

No alcohol, No TVs, No Pets

11 AM Sunday - Pack up - Leave No Trace!



Please register in advance - call or email Michele with Gautier Parks and Recreation:

Made with PosterMyWall.com 228-497-2244 - tgonzalez@gautier-ms.gov



GAUTIER PRESENTS

TASTY

THURSDAY!

24
MAR

11 AM



GOOD EATS FROM AWESOME
FOOD TRUCKS

**MANN KETTLE CORN – KLASSY WRAPPERS – THE BURGER BOX
COASTY'S FOOD TRUCK– MEATBAWL'S FOOD TRUCK– NORWOODS
FAMOUS SKINS, KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S
GRILL & MORE, LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE,
HAVENS DOWN HOME CREAMERY**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Health Walk

Join the Gautier Senior Center & Gautier Pride in a community walk event!

Friday, March 25th

9am-11am

@Gautier City Park

Fitness Trail

914 De La Pointe Dr.



We will have refreshments and vendors to meet some of your health needs!

Follow Gautier Pride on FB for updates or call
228-471-5205 for questions





**American
Red Cross**



Thanks for always showing up!

Blood Drive City of Gautier

**SENIOR CENTER
914 De La Pointe
Gautier, MS 39553**

**Wednesday, April 6, 2022
1:00 p.m. to 6:00 p.m.**



Scan to be directed to
RapidPass®



**Come to give April 1-18 and get a Red Cross T-shirt,
while supplies last! It's our thanks for being part of our
lifesaving team. Your donation can help patients get
back in the game this spring!**



Scan to schedule
an appointment.

Schedule a blood donation appointment today:

Download the Blood Donor App | RedCrossBlood.org | 1-800-RED CROSS | 1-800-733-2767

PROCLAMATION
A Proclamation of the Mayor and City Council
Of
The City of Gautier, Mississippi

WHEREAS, nearly 54 million men, women and children have a physical, sensory or intellectual disability; and

WHEREAS, among those individuals, more than 50,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

WHEREAS, equitable experiences and full inclusion is a matter of social justice; and

WHEREAS, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

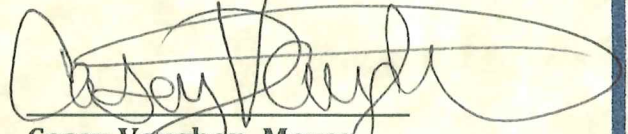
WHEREAS, it is a shared responsibility amongst everyone to acknowledge, support, respect, and accept those with intellectual or developmental disabilities; and

WHEREAS, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich our communities and make it a better place to live for everyone.

NOW, THEREFORE, the Mayor and Council of the City of Gautier, Mississippi, do hereby proclaim the month of March 2022 as **INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH** in the City of Gautier, Mississippi.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 1st day of March, 2022.




Casey Vaughan, Mayor
City of Gautier, Mississippi

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 029-2022

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

ABSENT: Richard Jackson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 1, 2022.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	221341	03/01/2022	02/11/2022			205.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2022: #107718371		02012022	02/08/2022			205.12
001	SPARKLIGHT	221342	03/01/2022	02/11/2022			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2022 CABLE BOX: #118476316		02012022	02/08/2022			62.38
001	AUTOZONE INC	221346	03/01/2022	02/15/2022			241.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	OIL; FILTERS: REC TRUCKS		4907098715	01/11/2022			207.91
	001-170-638	STEERING WHEEL COVER: REC TRK		4907099575	01/13/2022			9.69
	001-170-559	ANTIFREEZE TESTER		4907103602	01/20/2022			2.90
	001-170-638	10 PK MINI BULBS: REC TRUCK		4907106888	01/26/2022			11.12
	001-170-638	HALOGEN BULB: REC TRUCK		4907106888	01/26/2022			10.11
001	AIRGAS USA LLC	221347	03/01/2022	02/15/2022			234.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9985937480	01/31/2022			234.38
001	M & E FEED & SEED	221348	03/01/2022	02/15/2022			203.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5574	12/29/2021			87.98
	001-100-514	DOG FOOD		5577	01/08/2022			57.99
	001-100-514	DOG FOOD		5578	01/11/2022			57.99
001	GOVERNMENT BRANDS SHARED SERVICES	221349	03/01/2022	02/15/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	FEB 2022 COURT SUPPORT		#INV221708	02/01/2022			1,495.00
001	COG 7M BOND ACCT	221363	03/01/2022	02/16/2022			3,797.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		PAY APP 4	02/11/2022			3,797.54
001	GLOBALSTAR	221379	03/01/2022	02/18/2022			88.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0027866581	02/16/2022			88.34
001	AT&T	221380	03/01/2022	02/18/2022			214.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		6131408600	02/18/2022			214.61
001	JACKSON COUNTY CHAMBER OF COMMERCE	221382	03/01/2022	02/21/2022			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-643	ANNUAL MEMBERSHIP		31957	02/03/2022			2,000.00
001	FOSTERS A/C & HEATING INC	221383	03/01/2022	02/21/2022			474.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA CLEANING: CITY HALL (6)		P1100144	02/03/2022			474.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BUTLER SNOW LLP	221384	03/01/2022	02/21/2022			790.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 01/31/22		10328048	02/10/2022			790.50
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	221385	03/01/2022	02/21/2022			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	ANNUAL DUES: MONTGOMERY		GAUTIER	02/15/2022			70.00
	001-040-682	ANNUAL DUES: CUMBEST-DICKERSON		GAUTIER	02/15/2022			2.50
	001-040-682	ANNUAL DUES: FARABEE		GAUTIER	02/15/2022			2.50
001	MAURICE E MCCLURE	221386	03/01/2022	02/21/2022			54.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: EMT-BASIC		03072022	01/26/2022			54.00
001	BLACKWATER CONSULTING LLC	221395	03/01/2022	02/21/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	SERVICES: 02/16-03/15/22		1013	02/21/2022			7,500.00
001	DANTE ELBIN	221397	03/01/2022	02/22/2022			98.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	REIMB: EMBROIDER LOGO (5)		26696	12/14/2021			53.50
	001-001-559	REIMB: EMBROIDER NAME (5)		26696	12/14/2021			45.48
001	AT&T	221400	03/01/2022	02/22/2022			35.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	02/14/2022			35.25
001	RJ YOUNG COMPANY LLC	221408	03/01/2022	02/22/2022			1,185.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZOO-01 RENTAL FEE		INV4642617	02/15/2022			470.88
	001-092-698	IMC8000 USAGE:B/W		INV4642617	02/15/2022			183.23
	001-092-698	IMC8000 USAGE:COLOR		INV4642617	02/15/2022			330.69
	001-090-698	MPC4504 USAGE:B/W		INV4642617	02/15/2022			20.74
	001-090-698	MPC4504 USAGE:COLOR		INV4642617	02/15/2022			180.29
001	FUELMAN	221411	03/01/2022	02/22/2022			4,168.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61614634	02/14/2022			114.87
	001-100-525	UNL FUEL		NP61614634	02/14/2022			2,935.99
	001-161-525	UNL&DSL FUEL		NP61614634	02/14/2022			685.64
	001-170-525	UNL&DSL FUEL		NP61614634	02/14/2022			320.70
	001-205-525	UNL FUEL		NP61614634	02/14/2022			110.84
001	C SPIRE WIRELESS	221415	03/01/2022	02/22/2022			955.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	02/11/2022			543.06
	001-100-699	DATA CARDS (12)		0032680896	02/11/2022			411.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	221416	03/01/2022	02/22/2022			3,787.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP61639234	02/21/2022			174.80	
	001-100-525	UNL&DSL FUEL	NP61639234	02/21/2022			2,546.63	
	001-161-525	DSL FUEL	NP61639234	02/21/2022			653.03	
	001-170-525	UNL FUEL	NP61639234	02/21/2022			412.71	
001	ALABAMA MEDIA GROUP	221419	03/01/2022	02/23/2022			18.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	NOTICE: TUCBIS GPC 22-03-VAR	0010244739	02/13/2022	220491		18.00	
001	CAN'T MISS EMBROIDERY	221420	03/01/2022	02/23/2022			2,494.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	MICROPIQUE SPRT POLO BLACK (11)	26661	02/08/2022	220274		401.50	
	001-100-535	MICROPIQUE SPRT POLO BLACK (2)	26661	02/08/2022	220274		75.00	
	001-100-535	MICROPIQUE SPRT POLO NAVY (10)	26661	02/08/2022	220274		365.00	
	001-100-535	MICROPIQUE SPRT POLO NAVY (11)	26661	02/08/2022	220274		418.55	
	001-100-535	MICROPIQUE SPRT POLO MAROON (5)	26661	02/08/2022	220274		182.50	
	001-100-535	MICROPIQUE SPRT POLO IRON GREY	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO GREY (3)	26661	02/08/2022	220274		109.50	
	001-100-535	MICROPIQUE SPRT POLO GREEN	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO BLUR LAKE	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO TROP BLUE	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO PURPLE	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO ROYAL	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO GOLD (2)	26661	02/08/2022	220274		73.00	
	001-100-535	MICROPIQUE SPRT POLO ORANGE	26661	02/08/2022	220274		36.50	
	001-100-535	CORE SFT SHELL JACKET BLK (2)	26661	02/08/2022	220274		97.00	
	001-100-535	CORE SOFT SHELL JACKET BLACK	26661	02/08/2022	220274		52.50	
	001-100-535	LADIES DRY ZONE POLO BLACK	26661	02/08/2022	220274		34.50	
	001-100-535	LADIES FULL ZIP JACKET NAVY	26661	02/08/2022	220274		35.50	
	001-100-535	ZEPHYR ZIP PULLOVER BLACK (7)	26661	02/08/2022	220274		248.50	
	001-100-535	ZEPHYR ZIP PULLOVER BLACK	26661	02/08/2022	220274		36.50	
	001-100-535	MICROPIQUE SPRT POLO GREEN (3)	26661	02/08/2022	220274		109.50	
001	REYNOLDS WHOLESALE CO	221421	03/01/2022	02/23/2022			856.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS JUMBO TISSUE (9)	70648	11/29/2021	220222		229.50	
	001-170-559	CS MF BROWN TOWELS (4)	70648	11/29/2021	220222		79.80	
	001-170-559	CS ODOR-BAN (2)	70648	11/29/2021	220222		103.92	
	001-170-559	CS 38X58 CAN LINERS (4)	70648	11/29/2021	220222		139.80	
	001-170-559	CS BROWN ROLL PAPER TOWELS (6)	70648	11/29/2021	220222		143.70	
	001-170-511	CS 12OZ STYROFOAM CUPS	71305	02/22/2022	220520		61.50	
	001-170-511	CS FORKS MPG1140	71305	02/22/2022	220520		35.55	
	001-170-511	#10CPWCR 10" PLATES CS	71305	02/22/2022	220520		49.00	
	001-170-511	12OZ STYROFOAM BOWLS PK	71305	02/22/2022	220520		13.95	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	221422	03/01/2022	02/23/2022			433.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	#9 SECURTY WINDOW EVN (5000)		102451	02/17/2022	220416		386.80
	001-100-620	BUSINESS CARD(250): THOMAS,B		102668	02/16/2022	220444		47.00
001	GULF STATES DISTRIBUTORS	221423	03/01/2022	02/23/2022			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	9MM GEN 2 RED AMMO 500CS (2)		1409435-IN	02/01/2022	220279		590.00
001	LAWRENCE PRINTING COMPANY INC	221424	03/01/2022	02/23/2022			233.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	LINEN LEDGER PAPER (2)		63288	02/16/2022	220415		220.00
	001-040-500	SHIPPING ESTIMATE		63288	02/16/2022	220415		13.82
001	SECURE NETWORKS LLC	221431	03/01/2022	02/23/2022			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-704	DELL 24" MONITOR		4747	02/17/2022	220198		225.00
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL 221433	03/01/2022	02/23/2022			725.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	ZAGG LAPTOP PROTECTIVE CASE(5)		3498281296	01/26/2022	220424		134.95
	001-090-500	SHARPIE PERMANENT MARKERS 5PK		3498192775	01/25/2022	220413		5.38
	001-090-500	AAA BATTERIES 36PK		3498192775	01/25/2022	220413		21.61
	001-090-500	AA BATTERIES 36PK		3498192775	01/25/2022	220413		29.59
	001-090-559	LETTER OPENER 2PK		3498192775	01/25/2022	220413		1.51
	001-090-500	SHIPPING LABELS		3498192775	01/25/2022	220413		10.65
	001-090-500	JUMBO PAPER CLIPS 10PK		3498192775	01/25/2022	220413		6.40
	001-090-559	SCISSORS		3498192775	01/25/2022	220413		2.32
	001-090-559	LED MONITOR		3498192775	01/25/2022	220413		165.99
	001-090-500	HP 952 INK 4PK		3498192775	01/25/2022	220413		106.89
	001-090-500	HP 65 INK 2PK		3498192775	01/25/2022	220413		30.78
	001-090-559	CHAIR		3498192775	01/25/2022	220413		199.99
	001-090-500	CLASP ENVELOPES 10X13 100/BX		3498192775	01/25/2022	220413		9.40
001	CITY ELECTRIC SUPPLY CO	221434	03/01/2022	02/23/2022			347.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	PHILIPS F17T8/841 2' LAMP(60)		PAS/078447	02/09/2021	220481		195.00
	001-092-635	PHILIPS F17T8/841 2' LAMP(30)		PAS/078418	02/08/2022	220481		97.50
	001-092-635	SHIPPING		PAS/078418	02/08/2022	220481		55.00
001	CURRENT CREATIVE MARKETING LLC	221437	03/01/2022	02/23/2022			1,140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-601	VIDEOGRAPHY SET UP & TRAINING		1139	02/11/2022	220126		1,140.00
001	THE GULF COMPANIES INC	221438	03/01/2022	02/23/2022			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD TRASH BAG 100/CS(10)		0937561-IN	02/09/2022	220456		300.00

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001	GALLS LLC	221440	03/01/2022	02/23/2022			1,077.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	BODY CAMERA (3): CODE ENF		020377645	02/05/2022	220478		1,077.30
001	OCCUPATIONAL HEALTH CENTER INC	221441	03/01/2022	02/23/2022			190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-604	PRE-EMP PHYSICAL: HUDSON, J		270236	02/15/2022	220479		75.00
	001-161-604	COC DRUG SCREEN: HUDSON, J		270236	02/15/2022	220479		70.00
	001-161-604	PFT: HUDSON, J		270236	02/15/2022	220479		45.00
001	ECONOMY BOOTS SALES & SERVICE	221442	03/01/2022	02/23/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SZ DUTY BOOTS: WILLIAMSON		11585	01/05/2022	220355		100.00
	001-100-535	SZ DUTY BOOTS: DERBY		11584	01/05/2022	220355		100.00
001	DELTA COMPUTER SYSTEMS INC	221444	03/01/2022	02/23/2022			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2022 ACCT SOFTWARE MAINT		DHLMN04119	03/01/2022			390.00
	001-092-698	MAR 2022 PRIV LIC SW MAINT		DHLMN04120	03/01/2022			160.00
	001-092-698	MAR 2022 VOTER REG SW MAINT		HRMN008577	03/01/2022			20.00
001	MS MUNICIPAL COURT CLERK ASSOCIATION	221447	03/01/2022	02/23/2022			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-682	FY 2022 DUES: STEWARD, M		03152022	01/25/2022			100.00
FUND TOTAL	1 Claims	to	Checks	37 Total	37,169.50 Manual	Held	Total	37,169.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	SECURE NETWORKS LLC	221432	03/01/2022	02/23/2022			1,964.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-460-704	DELL LATITUDE 5520	4750	02/17/2022	220480		1,198.00	
	003-460-704	MS HOME-BUS 2021	4750	02/17/2022	220480		265.00	
	003-460-704	DELL 15.6 LAPTOP CASE	4750	02/17/2022	220480		25.00	
	003-460-704	DELL WIRELESS MOUSE	4750	02/17/2022	220480		20.00	
	003-460-704	DELL MULTIMEDIA KEYBOARD	4750	02/17/2022	220480		26.00	
	003-460-704	DELL DOCK WD19S	4750	02/17/2022	220480		250.00	
	003-460-704	VIEWSONIC 24" MONITOR	4750	02/17/2022	220480		180.00	
003	LANDERS SOUTH LLC	221436	03/01/2022	02/23/2022			60,315.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-460-740	2022 FORD F150 SILVER	245107	02/14/2022	220052		27,111.00	
	003-460-740	ENGINE UPGRADE	245107	02/14/2022	220052		2,362.00	
	003-460-740	RUNNING BOARDS	245107	02/14/2022	220052		250.00	
	003-460-740	DELIVERY TO CITY HALL	245107	02/14/2022	220052		559.50	
	003-460-740	2022 FORD F150	245106	02/14/2022	220060		27,111.00	
	003-460-740	3.5L ECOBOOST V6 GAS	245106	02/14/2022	220060		2,362.00	
	003-460-740	DELIVERY	245106	02/14/2022	220060		559.50	
003	AGJ SYSTEMS & NETWORKS INC	221448	03/01/2022	02/24/2022			10,235.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-450-704	DELL OPTIPLEX 3090 8GB (10)	93732	02/21/2022	220519		9,150.00	
	003-450-704	DELL OPTIPLEX 3090 16GB	93732	02/21/2022	220519		1,085.00	
FUND TOTAL	3 Claims	to	Checks	3 Total	72,514.00	Manual	Held	Total 72,514.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	221387	03/01/2022	02/21/2022			232,801.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 5.97%		2	02/14/2022			232,801.02
130	MICHAEL BAKER INTERNATIONAL	221388	03/01/2022	02/21/2022			25,097.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-763	CONST ENG & INS: #6		1140210	02/15/2022			25,097.91
FUND TOTAL 130 Claims		to	Checks	2 Total	257,898.93	Manual	Held	Total 257,898.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	A 1 TERMITE AND PEST CONTROL	221389	03/01/2022	02/21/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	RENEW-CONTROL ONLY: LOG CABIN		22513	02/14/2022			240.00
176	GRAND VIEW SECURITY LLC	221390	03/01/2022	02/21/2022			142.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	INST CAMERA SOFTWARE ON PC		0103095120	01/08/2022			142.50
176	COCA COLA BOTTLING CO UNITED INC	221396	03/01/2022	02/22/2022			28.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE (1)		3328222610	01/04/2022			28.00
176	AT&T	221399	03/01/2022	02/22/2022			243.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	02/14/2022			243.60
176	FUELMAN	221412	03/01/2022	02/22/2022			127.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61614634	02/14/2022			127.22
176	FUELMAN	221417	03/01/2022	02/22/2022			42.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61639234	02/21/2022			42.15
176	GIBSON ELECTRIC MOTOR SALES & SERV INC	221426	03/01/2022	02/23/2022			78.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	230V VARIABLE FLOAT SWITCH		45322	02/17/2022	220513		78.00
176	HENZE ENTERPRISES INC	221427	03/01/2022	02/23/2022			690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	15 TONS OF 67 LIMESTONE		30929	02/17/2022	220503		690.00
176	COMM-TECH SOLUTIONS INC	221430	03/01/2022	02/23/2022			255.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	LABOR INSTL/PROG NEW PHONE:SSP		16920	02/14/2022	220404		255.00
FUND TOTAL 176 Claims	to	Checks	9 Total	1,846.47	Manual	Held	Total	1,846.47

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	221391	03/01/2022	02/21/2022			2,461.61	
		Description		Invoice #	Date	P.O.	Amount	
		CONST PH SERVICES		1140216	02/15/2022		2,461.61	
FUND TOTAL 303 Claims	to	Checks	1 Total	2,461.61	Manual	Held	Total	2,461.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	221343	03/01/2022	02/11/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2022: 2018 BOND DS		03012022	03/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	221344	03/01/2022	02/11/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2022: 2019 BOND DS		03012022	03/01/2022			32,000.00
400	COG DEPOSITORY ACCOUNT	221364	03/01/2022	02/16/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		02092022	02/09/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		02092022	02/09/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		02092022	02/09/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		02092022	02/09/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		02092022	02/09/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		02092022	02/09/2022			9,665.99
400	AT&T	221381	03/01/2022	02/18/2022			63.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	02/06/2022			63.62
400	ARISTA INFORMATION SYSTEMS INC	221392	03/01/2022	02/21/2022			4,220.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2022 PRINTING 2067001		0004571	01/31/2022			1,147.40
	400-650-698	JAN 2022 POSTAGE 2067001		0004571	01/31/2022			3,073.35
400	COG DEPOSITORY ACCOUNT	221393	03/01/2022	02/21/2022			27,937.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TRX MEMA WIRE TO BANK 100		02142022	02/14/2022			27,937.48
400	COG DEPOSITORY ACCOUNT	221394	03/01/2022	02/21/2022			10,491.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TRX MEMA WIRE TO BANK 100		02152022	02/15/2022			10,491.09
400	ANSER	221398	03/01/2022	02/22/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 02/16-03/15/2022		277-021622	02/16/2022			450.00
400	RJ YOUNG COMPANY LLC	221409	03/01/2022	02/22/2022			237.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV4642371	02/15/2022			166.49
	400-650-698	IMC4500 USAGE:B/W		INV4642371	02/15/2022			11.03
	400-650-698	IMC4500 USAGE:COLOR		INV4642371	02/15/2022			59.48
400	SOUTHERN LINC	221410	03/01/2022	02/22/2022			86.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2022 SERV CHGS		13372	02/01/2022			80.00
	400-650-698	TAXES/FEES		13372	02/01/2022			6.60

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400	FUELMAN	221413	03/01/2022	02/22/2022			189.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61614634	02/14/2022			189.81
400	FUELMAN	221418	03/01/2022	02/22/2022			174.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61639234	02/21/2022			174.83
400	SOUTHERN PIPE & SUPPLY CO INC	221425	03/01/2022	02/23/2022			306.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	5-1/4" 12" HYD EXTENSION		6222236-00	01/21/2022	220324		306.92
400	HENZE ENTERPRISES INC	221428	03/01/2022	02/23/2022			995.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8 CY RAP: WTR REPR @ SSP ENT		30920	02/13/2022	220499		320.00
	400-651-683	45 CY TOPSOIL:JO BETH TERRACE		30927	02/17/2022	220500		675.00
400	COAST CHLORINATOR & PUMP CO INC	221429	03/01/2022	02/23/2022			2,251.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	PM KIT 500PPD		73896	02/14/2022	220486		148.00
	400-651-582	SHOP LABOR ADV EJECTOR ASSY		73896	02/14/2022	220486		70.00
	400-651-582	TUBING CONNECTOR 3/8X1/4 NPT		73896	02/14/2022	220486		14.00
	400-651-582	TOP BODY PVC		73896	02/14/2022	220486		216.00
	400-651-582	PM KIT DIAPHRAMLESS EJECTOR		73896	02/14/2022	220486		108.00
	400-651-582	TUBING CON 3/8X1/4 NPT		73896	02/14/2022	220486		14.00
	400-651-582	SHOP LABOR ADV EJECTOR ASSY		73896	02/14/2022	220486		70.00
	400-651-582	PM KIT AUTO SWITCHOVER MODULE		73896	02/14/2022	220486		118.00
	400-651-582	TUBING CON 3/8X1/4 NPT		73896	02/14/2022	220486		42.00
	400-651-582	SHOP LABOR ADVANCE AUTO SWITCH		73896	02/14/2022	220486		90.00
	400-651-582	PM KIT		73896	02/14/2022	220486		135.00
	400-651-582	SHOP LABOR		73896	02/14/2022	220486		95.00
	400-651-582	PM KIT MODEL 500 HYDRO VAC REG		73896	02/14/2022	220486		195.00
	400-651-582	THREADED FILTER HOLDER SAWS		73896	02/14/2022	220486		32.00
	400-651-582	SHOP LABOR HYDRO VACUUM REG		73896	02/14/2022	220486		150.00
	400-651-582	PM KIT MODEL 500 HYDRO VACUUM		73896	02/14/2022	220486		32.00
	400-651-582	SHOP LABOR HYDRO VACUUM REG		73896	02/14/2022	220486		150.00
	400-651-582	PM KIT MODEL 500		73896	02/14/2022	220486		195.00
	400-651-582	THREAD HOLDER FILTER		73896	02/14/2022	220486		32.00
	400-651-582	SHOP LABOR		73896	02/14/2022	220486		150.00
	400-651-582	PM KIT MODEL 500		73896	02/14/2022	220486		195.00
400	G & O SUPPLY CO, INC	221435	03/01/2022	02/23/2022			383.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	18 SPLIT COUP (8)		G14442	02/09/2022	220400		383.84
400	CORE & MAIN LP	221439	03/01/2022	02/23/2022			293.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	WHITE MARK PAINT (48)		Q074748	01/28/2022	210823		146.88
	400-651-581	BLUE MARK PAINT (48)		Q074748	01/28/2022	210823		146.88

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400	J H WRIGHT & ASSOCIATES INC	221443	03/01/2022	02/23/2022			13,030.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-767	RADIO UPGRADE (44): LIFT STATION	439737	02/03/2022	220329		11,000.00	
	400-651-767	RADIO UPGRADE (8): WATER WELLS	439737	02/03/2022	220329		2,000.00	
	400-651-767	FREIGHT	439737	02/03/2022	220329		30.00	
400	AT&T	221445	03/01/2022	02/23/2022			136.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	02/14/2022			136.38	
400	MISSION COMMUNICATIONS LLC	221449	03/01/2022	02/23/2022			7,018.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	RENEWAL: ION PLANT 15MIS16089	1060608	02/11/2022			641.40	
	400-651-698	RENEWAL: ION PLANT 16MIS18643	1060608	02/11/2022			581.40	
	400-651-698	MYDRO M850 SERV PKG: NEW TANK	1060608	02/11/2022			563.40	
	400-651-698	RENEWAL: LARK WELLS 1 & 6	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: WESTGATE WELL 4	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: MALL TANK & WELL 7	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: OFFICE WELL 8	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: HONDURAS WELL 9	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: BEASLEY WELL 10	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: HWY57 TANK & WELL	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: MARTIN BLUFF TANK	1060608	02/11/2022			581.40	
	400-651-698	RENEWAL: CENTRAL STN TANK	1060608	02/11/2022			581.40	
FUND TOTAL 400 Claims	to	Checks	20 Total	167,693.99	Manual	Held	Total	167,693.99

Docket of Claims
Release date from 03/01/2022 thru 03/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	JACKSON COUNTY BOARD SUPERVISORS	221446	03/01/2022	02/23/2022			4,254.17	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	404-677-695	2021 HAZARDOUS WASTE EVENT	HHW2021-3	02/18/2022			4,254.17	
FUND TOTAL 404 Claims	to	Checks	1 Total	4,254.17	Manual	Held	Total	4,254.17

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	37 Total	37,169.50 Manual	Held	Total	37,169.50
FUND 3 Claims	to	Checks	3 Total	72,514.00 Manual	Held	Total	72,514.00
FUND 130 Claims	to	Checks	2 Total	257,898.93 Manual	Held	Total	257,898.93
FUND 176 Claims	to	Checks	9 Total	1,846.47 Manual	Held	Total	1,846.47
FUND 303 Claims	to	Checks	1 Total	2,461.61 Manual	Held	Total	2,461.61
FUND 400 Claims	to	Checks	20 Total	167,693.99 Manual	Held	Total	167,693.99
FUND 404 Claims	to	Checks	1 Total	4,254.17 Manual	Held	Total	4,254.17
Total for all Funds		Checks	73 Total	543,838.67 Manual	Held	Total	543,838.67

Councilman Gollott made the motion to approve Consent Agenda Items 1 and 2, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 030-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 and 2 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

ABSENT: **Richard Jackson**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 1, 2022.

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

ORDER NUMBER 031-2022

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

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 February 15, 2022 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

ABSENT: **Richard Jackson**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 1, 2022.

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

ORDER NUMBER 032-2022

WHEREAS the Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA); and

WHEREAS the RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses; and

WHEREAS, the project would include a quarter-mile, 8-foot-wide concrete trail with exercise/fitness modules, benches, garbage receptacles, etc.; and

WHEREAS, the City may apply for up to \$120,000 in grant funding, which would require a 20% match of up to \$30,000; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a fitness trail at Bacot Park is hereby authorized and approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

ABSENT: **Richard Jackson**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 1, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/22/2022
Subject: Request to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a MS Recreational Trails Program grant

REQUEST:

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a fitness trail at Bacot Park.

BACKGROUND:

The U.S. Congress first authorized the Recreational Trails Program in 1991. For 2013 and 2014, the Federal funds have been reauthorized as a set-aside from the new Transportation Alternatives Program. The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses.

DISCUSSION:

A grant application is proposed for up to \$150,000 for improvements to Bacot Park for a non-motorized trail. The project would include a quarter-mile, 8-foot-wide concrete trail with exercise/fitness modules, benches, garbage receptacles, etc. The RTP is a reimbursement program that requires grant recipients to pay 100% of the cost of an item before submitting a request for payment for 80% of eligible costs. The 20% match can be from cash, donation of materials or services at fair market value. The total project cost would equal no more than \$150,000 (\$120,000 grant, plus \$30,000 match).

RECOMMENDATION:

Staff recommends that City Council authorize submission of a grant application for the Mississippi RTP grant for up to \$120,000 in grant funding with a 20% cash/in-kind match of up to \$30,000.

City Council may:

1. Authorize submission of an application for up to \$120,000 in grant funding as described above; or
2. Authorize submission of a grant application with changes; or
3. Not approve submission of a grant application.

ATTACHMENTS:

Councilman Gollott made the motion to recess until March 15, 2022 at 6:30pm.
Councilman Colledge seconded the motion. The vote was carried unanimously.
Absent was Councilman Richard Jackson.

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 March 15, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Receive February 2022 Privilege License Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2022 Privilege License Report

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for February 2022 is hereby received.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Receive January 2022 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2022 Finance Reports.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2022 is hereby received.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 15, 2022.

JAN 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,808,284.44
HB1 Modernization Act Funds	Depository Account	002-000-001	\$853,534.79
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,175,850.42
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$427,799.89
U S Justice Equitable Sharing	Depository Account	157-000-001	\$42,416.90
Fire Protection Fund	Depository Account	160-000-001	\$214,872.03
Tidelands Grant	Depository Account	171-000-001	\$30,000.00
Library Support Fund	Depository Account	172-000-001	\$46,678.03
Shepard State Park Fund	Depository Account	176-000-001	\$92,607.36
USDA NRCS EWP Program	Depository Account	300-000-001	(\$88,918.95)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$94,420.76
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$1,333.11)
Solid Waste Fund	Depository Account	404-000-001	\$57,661.71
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$8,756,857.70
General Depository Reconciled Cash Balance			\$8,756,857.70

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$402,117.88)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$58,906.25)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,464,476.25
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,051,014.64
Enterprise Reconciled Cash Balance			\$3,047,251.99

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$2,009,878.45
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$230,030.65
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,873.72
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,471.14
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,471.14
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,000,327.98
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,000,000.00
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,842,844.23
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$108,611.19
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$0.07
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$5,117,219.04
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,113.91
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,337.54
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$886,458.31
Total Bond & Restricted Reconciled Cash Balances			\$14,419,637.37

**JAN 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	JAN 2022	Balance	33.33% % to date
General Fund Revenues	11,270,179.00	3,532,527.55	7,737,651.45	31.3%
Expenditures:				
001 Legislative	273,705.00	79,663.38	194,041.62	29.1%
010 City Court	348,579.00	96,942.97	251,636.03	27.8%
021 City Manager	328,300.00	76,119.09	252,180.91	23.1%
022 Human Resources	79,170.00	24,288.76	54,881.24	30.6%
040 City Clerk	548,011.00	167,730.24	380,280.76	30.6%
060 City Attorney	180,000.00	47,100.00	132,900.00	26.1%
090 Economic Dev - Planning	516,191.00	169,380.66	346,810.34	32.8%
092 Building & General Expenses	672,200.00	378,281.18	293,918.82	56.2%
094 Grants & Project Admin	232,305.00	51,115.39	181,189.61	22.0%
100 Police	4,041,218.00	1,170,571.98	2,870,646.02	28.9%
161 Fire	2,758,895.00	905,507.86	1,853,387.14	32.8%
170 Recreation	868,286.00	219,122.55	649,163.45	25.2%
201 PW: Streets	445,000.00	83,695.87	361,304.13	18.8%
205 PW: Maintenance	334,074.00	87,102.58	246,971.42	26.0%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	809,552.00	315,482.00	494,070.00	38.9%
General Fund Expenditures	12,522,940.00	3,918,428.47	8,604,511.53	31.2%
<i>Total Operating Expenditures</i>	11,211,405.00	3,467,553.41	7,743,851.59	
<i>Total Capital Outlay Expenditures</i>	286,446.00	51,389.77	235,056.23	
<i>Total Debt Service</i>	215,537.00	84,003.29	131,533.71	
<i>Total Transfers Out</i>	809,552.00	315,482.00	494,070.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	3,918,428.47	8,604,511.53	
<i>Personnel</i>	8,458,913.00	2,694,288.63	5,764,624.37	
<i>Supplies</i>	663,712.00	109,024.13	554,687.87	
<i>Other Services</i>	2,088,780.00	664,240.65	1,424,539.35	
<i>Capital Outlay</i>	286,446.00	51,389.77	235,056.23	
<i>Debt Service</i>	215,537.00	84,003.29	131,533.71	
<i>Interfund Transfers for DS</i>	809,552.00	315,482.00	494,070.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	3,918,428.47	8,604,511.53	

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
002 HB1 Modernization Funds				
Revenues	645,000.00	423,043.13	221,956.87	65.5%
Expenditures	1,075,492.00	0.00	1,075,492.00	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	0.00	2,272,838.61	
Expenditures	4,545,677.23	96,988.20	4,448,689.03	2.1%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	0.00	2,983.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	3,799.07	6,438,727.93	
Expenditures	8,496,100.68	45,255.11	8,450,845.57	0.5%
156 SE MS METRO TASK FORCE				
Revenues	0.00	0.00	0.00	
Expenditures	264,240.00	29,454.47	234,785.53	11.1%
157 US Justice Equitable Sharing				
Revenues	0.00	4,340.40	(4,340.40)	
Expenditures	41,995.93	3,919.43	38,076.50	9.3%
160 Fire Protection Fund				
Revenues	672,000.00	117,537.52	554,462.48	17.4%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	671,934.44	0.00	671,934.44	
Expenditures	701,934.44	0.00	701,934.44	
172 Library Support Fund				
Revenues	125,282.00	52,068.42	73,213.58	41.5%
Expenditures	125,282.00	8,507.86	116,774.14	6.7%
176 Shepard State Park				
Revenues	246,200.00	60,212.22	185,987.78	24.4%
Expenditures	276,511.00	47,688.56	228,822.44	17.2%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	96,092.05	192,703.95	33.2%
Expenditures	284,494.00	67,246.88	217,247.12	23.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,218.89	453.11	95.7%
Expenditures	646.00	0.00	646.00	

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	128,071.32	257,024.68	33.2%
Expenditures	378,707.00	298,600.00	80,107.00	78.8%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,289.32	492.68	95.4%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	0.00	57,715.44	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	243,782.12	237,788.20	50.6%
Expenditures	720,410.82	409,532.86	310,877.96	56.8%
304 Town Commons Park Project				
Revenues	2,235,860.98	3,000,366.00	(764,505.02)	134.1%
Expenditures	3,853,665.11	196,258.12	3,657,406.99	5.0%
305 S2019 MPI GO Bond Construction Fund				
Revenues	296,582.00	297,113.27	(531.27)	100.1%
Expenditures	363,571.38	232,276.63	131,294.75	63.8%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,532,374.70	601,633.50	930,741.20	39.2%
309 Town Center Retail Dev Complex				
Revenues	3,820,600.00	7,020,242.24	(3,199,642.24)	183.7%
Expenditures	5,821,870.40	9,023,017.60	(3,201,147.20)	154.9%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	1,162.38	11,047.34	(9,884.96)	950.4%
Expenditures	1,162.38	11,047.34	(9,884.96)	950.4%
355 Water Supply & Treatment Plant				
Revenues	29,094.61	36,246.84	(7,152.23)	124.5%
Expenditures	5,248,705.81	130,995.20	5,117,710.61	2.4%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,346,847.50	170,682.30	1,176,165.20	12.6%
Expenditures	1,446,885.25	502,155.63	944,729.62	34.7%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	58,359.75	2,609,905.25	2.1%
Expenditures	2,654,565.00	58,906.26	2,595,658.74	2.2%
404 Solid Waste Fund				
Revenues	1,586,340.00	397,890.61	1,188,449.39	25.0%
Expenditures	1,592,850.00	428,306.67	1,164,543.33	26.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	14.44	25.56	36.1%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	162.78	287.22	36.1%
Expenditures	827.00	0.00	827.00	

**JAN 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	JAN 2022	Balance	33.33% % to date
Utility Fund Revenues	9,095,000.00	2,995,856.64	6,099,143.36	32.9%
Administration	3,115,028.00	1,031,430.27	2,083,597.73	33.1%
Water & Sewer O & M	3,784,423.00	1,071,027.29	2,713,395.71	28.3%
Debt Service	1,065,221.00	205,910.32	859,310.68	19.3%
Transfers	1,472,000.00	244,000.00	1,228,000.00	16.5%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	9,636,672.00	2,552,367.88	7,084,304.12	26.4%
<i>Total Operating Expenditures</i>	<i>6,699,451.00</i>	<i>2,092,686.57</i>	<i>4,606,764.43</i>	
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>9,770.99</i>	<i>190,229.01</i>	
<i>Total Debt Service</i>	<i>1,065,221.00</i>	<i>205,910.32</i>	<i>859,310.68</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>244,000.00</i>	<i>1,228,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>2,552,367.88</i>	<i>7,084,304.12</i>	
 <i>Personnel</i>	 <i>578,939.00</i>	 <i>185,522.61</i>	 <i>393,416.39</i>	
<i>Supplies</i>	<i>296,000.00</i>	<i>62,052.69</i>	<i>233,947.31</i>	
<i>Other Services</i>	<i>5,824,512.00</i>	<i>1,845,111.27</i>	<i>3,979,400.73</i>	
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>9,770.99</i>	<i>190,229.01</i>	
<i>Debt Service</i>	<i>1,065,221.00</i>	<i>205,910.32</i>	<i>859,310.68</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>244,000.00</i>	<i>1,228,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>2,552,367.88</i>	<i>7,084,304.12</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Authorization is requested for retiring Chief of Police Daniel Selover to purchase his duty weapon for \$1.00.

Introduced by:
Contact Person/Telephone

Danny Selover 497-8099

Summary Explanation: Authorization for retiring Chief of Police Daniel Selover to purchase his duty weapon, in accordance with Mississippi State Law (45-9-131), a Glock, Model 17, 9MM caliber pistol, serial #BTMV955 in the amount of \$1.00.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Chief of Police Danny Selover has made the decision to retire after serving the citizens of Gautier, Mississippi since 1993; and

WHEREAS, Chief Selover wishes to purchase his duty weapon in accordance with Miss. Code Ann. 45-9-131 for the amount of \$1.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Chief of Police Daniel Selover, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Model 17, 9MM caliber pistol, Serial #BTMV955, for the amount of \$1.00.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BTMV955 from the City's master inventory register.

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

Motion was made **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police Chief
Through: Teresa Montgomery, City Clerk
Date: February 17, 2022
Subject: Authorization is requested for retiring Chief of Police Daniel Selover to purchase his duty weapon for \$1.00.

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Chief Daniel Selover to purchase his duty weapon, a Glock, Model 17, 9MM caliber pistol, serial number BTMV955.

BACKGROUND:

In past years, the Mayor and City Council have approved the purchase of duty weapons by retiring officers for the amount of \$1.00

Discussion:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request of retired Police Chief Daniel Selover to purchase his duty weapon for the sum of \$1.00 and remove this weapon from the City of Gautier's master inventory.

ATTACHMENT(S):

Mississippi state statute 45-9-131

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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 45-9-131

MISSISSIPPI CODE of 1972 ANNOTATED
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*** Current through HB 32, 342, 524, 669, 686, 883, 1125, and 1321, and SB 2448, 2647 and 2835, 2017 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication. The final official version of the statutes affected by 2017 legislation will appear on Lexis.com and Lexis Advance in September 2017. ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
CHAPTER 9. WEAPONS
PURCHASE OF SIDEARMS BY RETIRING LAW ENFORCEMENT PERSONNEL

Miss. Code Ann. § 45-9-131 (2017)

§ 45-9-131. Purchase of sidearm by retiring law enforcement officer or spouse of law enforcement officer killed in line of duty

Upon approval of the governing authority of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or the spouse of a law enforcement officer who is killed in the line of duty may be allowed to purchase as his or her personal property one (1) sidearm which was issued to the law enforcement officer by the law enforcement agency from which he or she retired or by whom he or she was employed at the time of death. The governing authority of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency or the spouse of the law enforcement officer.

HISTORY: SOURCES: Laws, 1995, ch. 462, § 1; Laws, 2013, ch. 381, § 1, eff from and after passage (approved Mar. 20, 2013.)

View

1 of 1

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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2



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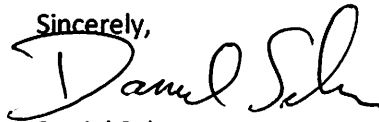
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RELEX Group™

TO: Gautier City Council
3330 Highway 90
Gautier, MS 39553

FROM: Chief Danny Selover
6009 Laramie Lane
Moss Point, MS 39562

In accordance with Mississippi Statutes, I am requesting to purchase my assigned duty weapon for \$1.00 (9mm caliber Glock semi-automatic handgun, serial number # BTMV955) in conjunction with my upcoming retirement from Mississippi Law Enforcement which is scheduled for May 27, 2022. Thank you for your consideration.

Sincerely,

Daniel Selover

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Authorization to execute the Engagement Letter
between the City of Gautier, HSTechnology
Solutions, Inc, and Lewis Brisbois Bisgaard &
Smith, LLP.

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier originally executed an agreement with HUB International (Fox Everett) to provide insurance coverage for employees in 2004; and

WHEREAS, through HUB international, the City of Gautier has entered into a partnership with certain medical facilities in order to receive healthcare at Medicare prices; and

WHEREAS, if an employee is billed over Medicare costs and unable to settle the balance-bill, the City pays for the Sentry program (\$3.00 PEPM) through HSTechnology Solutions, Inc; and

WHEREAS, Lewis Brisbois Bisgaard and Smith, LLP is the law firm that handles such negotiations on behalf of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard and Smith, LLP is hereby authorized and approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: March 4, 2022
Subject: Authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP.

REQUEST:

The City Manager is requesting the authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations.

BACKGROUND:

The City of Gautier has entered into a partnership with certain medical facilities through HUB International (Fox Everett) in order to receive healthcare at Medicare prices. When an employee is billed over Medicare costs, the City pays for the Sentry program through HSTechnology Solutions, Inc, when they are not able to settle on a balance-bill. Lewis Brisbois Bisgaard & Smith, LLP is the law firm that takes over the negotiation.

DISCUSSION:

The City is currently paying \$3(PEPM) for the Sentry program, however, it is necessary for the City to execute an agreement with Lewis Brisbois Bisgaard & Smith, LLP due to the fact when/if they negotiate with a facility, they are representing the City (plan sponsor).

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RECOMMENDATION:

1. The City Manager recommends City Council authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations; or
2. Not authorize the execution of the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations; or

ATTACHMENT(S):

1. Engagement Letter

VIA ELECTRONIC MAIL ONLY

Ryan Day
President
HSTechnology Solutions, Inc.
23382 Mill Creek Drive, Ste. 200
Laguna Hills, CA 92653

Paula Yancey
City Manager
City Of Gautier
3330 Highway 90
Gautier, MS 39553
Email: pyancey@gautier-ms.gov

Re: Engagement Letter

Dear Mr. Day and Ms. Yancey:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm"), on the one hand, and HSTechnology Solutions, Inc., a MultiPlan Company ("HST") and City of Gautier ("You"), on the other; 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, HST and You are entering into a contract that is binding on the Firm, HST and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS, HSTechnology Solutions, Inc. and City of Gautier. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS, HST and You until HST and You have executed the Agreement, nor will LBBS be obligated to provide legal services, until HST and You have returned a signed copy of this Agreement.

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform those legal services set forth in the Scope of Representation attached as Schedule A. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

So long as City of Gautier participates in HST's PEPM program, We will charge HST for the services provided pursuant to the Agreement based on the amount of time we devote to the matter at the hourly rate of \$400. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to HST's consent, which shall not be unreasonably withheld.

6. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform HST of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon HST's promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge HST to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, HST will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event HST fails to pay any invoice within thirty (30) days of the statement date, HST agrees to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall

not be deemed to have waived any claim in the future for interest on other invoices. If HST timely objects in writing to a portion of a statement, it agrees to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming HST has waived its right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 8, below.

7. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

8. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. If City of Gautier terminates its relationship with HST, or terminates membership in the PEPM program, this Agreement shall immediately terminate, although should We and City of Gautier desire, City of Gautier and We may enter into a separate agreement.

In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

9. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 10 years, or any alternate period as determined by California. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

10. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the state of Mississippi, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this Agreement shall be governed by the laws of the state of Mississippi. The venue for the judicial resolution of such dispute shall be proper only within the state of Mississippi.

11. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matters in which it may represent You.

12. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

13. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

14. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

15. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By:

Name Ryan Day

Title: President, HSTechnology Solutions, Inc.

Address: 23382 Mill Creek Drive, Ste. 200, Laguna Hills, CA 92653

Phone: (800) 292-0536

Fax:

E-mail rday@hstechnology.com

Accepted and agreed to:

By:

Name Paula Yancey

Title: City Manager

Address: City Of Gautier
3330 Highway 90
Gautier, MS 39553

Phone: (228) 497-8000

E-mail pyancey@gautier-ms.gov

Very truly yours,

Elise D. Klein

Elise D. Klein of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EDK/dd

SCHEDULE "A":

SCOPE OF REPRESENTATION

General representation with respect to health care claims and ERISA plans, including Plan Document review and value based pricing integration, compliance checking advice, fee negotiations, corporate, privacy and other matters.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Approval to allow Cypress Environment and Infrastructure to act as authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Approval to allow Cypress Environment and Infrastructure to act as authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for a sport fish grant; and

WHEREAS, as a result of that application, the City has been awarded \$72,440.00 in federal funds, which requires a \$25,000.00 match that will come from Tidelands funding (FY2019); and

WHEREAS, this project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the newly constructed marshwalk; and

WHEREAS, the Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Cypress Environment and Infrastructure to move forward with the permitting process that is necessary to complete this project;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Cypress Environment and Infrastructure is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/04/2022
Subject: Shepard State Park Kayak Launch and Boat Launch – Cypress Environment and Infrastructure Agent Authorization for Mississippi Department of Marine Resources Permit Application

REQUEST:

The Grants and Projects Department requests City Council approval to allow Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This \$97,440 project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the newly constructed marshwalk.

DISCUSSION:

The Mississippi Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Cypress Environment and Infrastructure to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project.

The City Council may:

1. Approve Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project as presented; or
2. Not approve Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project as presented.

ATTACHMENTS:

1. Agent Authorization Form

Agent Authorization

I authorize Cypress Environment & infrastructure, to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Shepard State Park Kayak Launch & Boat Launch

(Project Name)

1034 Graveline Rd, Gautier, MS 39553

(Project Address)

City of Gautier

(Print applicant name)

(Applicant signature)

(Date)

Cypress contact information:

Marc Foster, AICP
228-596-1580

Cynthia Henderson, PE, PWS
228-596-2708

Lindsay Spurrier, AICP
847-363-1275

Autry Akins, PWS
601-297-3564

Permits to be mailed to:
Cypress
PO Box 1168
Biloxi, MS 39533

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at Bacot Park.

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at Bacot Park.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:											
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐
										Elbin	☐

Second Made by:											
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐
										Elbin	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Bacot Park revitalization project is nearing completion; and

WHEREAS, to prepare for the park reopening, internet is necessary for the cameras and security system; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and fees total \$220.88 per month for the duration of the initial term and may be revised at a later date; and

WHEREAS, this service would include business internet 300, 1 static IP, and business Wi-Fi for a term of 12 months and a modem lease of \$10.99 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Authorization to approve a Business Service Agreement with Sparklight for Bacot Park

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for Bacot Park.

BACKGROUND:

The Bacot Park revitalization project is nearing completion and we are now to the phase of getting ready to reopen the Park and will need internet for the camera/security system.

DISCUSSION:

The service charges and fees total \$220.88 per month for the duration of the initial term and may be revised afterward. The service will include, business internet 300, 1 static IP, and business WI-FI or a term of 12 months and modem lease of \$10.99 monthly. All service charges are subject to additional applicable local, state and federal taxes, fees or surcharges as required or permitted by law.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for Bacot Park

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for Bacot Park
2. Not approve a Business Service Agreement with Sparklight for internet service for Bacot Park.

ATTACHMENTS:

1. Bacot Park Quote - Revised Agreement

		Business Service Agreement	
		Date: 3/4/2022 4:07 PM	
Sparklight Business Account Rep:		Jeffery Marion	Sparklight System Address:
Phone Number:		(228)323-1060	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	City of Gautier Bacot Pk	Full Name:	Queita Reddix
Street Address:	2300 Ladnier Rd	Billing Telephone:	2284978000
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	2300 Ladnier Rd	Contact Number:	2284978000
City/State/Zip:	Gautier, MS 39563	Email:	lreddix@gautier-ms.gov
Sparklight Account#			

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 300	1
1 Static IP	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$50.00
Term (In Months):	12
Total:	\$220.88

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$220.88 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). {Revised according to agreed changes 03/04/22}. THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING

UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One dba Sparklight Business ("Sparklight") and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Sparklight's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Sparklight determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Sparklight's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Sparklight.

In addition to the general requirement that use of the Internet service be in compliance with law and Sparklight's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited. Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Sparklight within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Sparklight.

Installation and Maintenance of Equipment. Customer, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Sparklight to install, deliver, operate and maintain the Sparklight-owned equipment and Service(s). Sparklight-owned

equipment provided to Customer hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Customer notifying Sparklight, **in a timely manner**, when repair or maintenance is necessary. Sparklight will have no obligation to install, support, maintain, repair or replace any equipment that is not Sparklight Equipment. Sparklight shall retain ownership of all Sparklight equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. **Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Internet Service. Sparklight bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Sparklight customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES. Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Sparklight video services are not included in our term length discounts. As market conditions change, Sparklight reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Sparklight is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. {"To the extent permissible under Mississippi law"} SPARKLIGHT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO SPARKLIGHT'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Sparklight may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Sparklight’s website at <https://business.sparklight.com>. Based on its provision of Phone services, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer’s bill, all of which are summarily identified as Customer Proprietary Network Information (“CPNI”). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

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SPARKLIGHT BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

Section 1: DATA SERVICES

During the term of this Agreement, Cable One d/b/a Sparklight Business ("Sparklight") shall provide the high speed Internet service ("Data Service") indicated by Subscriber and to locations on the Business Service Agreement.

Section 2: ENGINEERING REVIEW

Activation of Data Service is subject to Sparklight's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies.

Section 3: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. {Revised according to agreed changes as of 09/07/21}. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

Section 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening,

- abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
 - (c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
 - (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
 - (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
 - (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
 - (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
 - (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
 - (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Sparklight will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Sparklight cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

Section 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights.

Section 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Sparklight harmless from any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Sparklight has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight, (b) protect and defend the rights or property of Sparklight, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight about: (a) any loss or theft of Subscriber's password, or (b) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any

act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Sparklight is committed to protecting the privacy of Subscriber's personal information. Sparklight's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight's written consent shall be void and shall, at the Sparklight's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to cease providing services to Subscriber, and (b) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. {Revised according to agreed changes as of 09/07/21}.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber. {Revised according to agreed changes as of 09/07/21}.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) {"To the extent permissible under Mississippi Law"} SPARKLIGHT'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SPARKLIGHT DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO

OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) *{“To the extent permissible under Mississippi Law”}* Sparklight’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively), excluding any Instance caused by force majeure events or Subscriber actions, omission or equipment, shall be limited solely to a credit of 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more instances of at least four (4) hours in duration in any 24-hour period that is not coincident with any other instance, provided that the Instance is reported by Subscriber within 24 hours.

SECTION 17: LIMITATION OF LIABILITY

{“To the extent permissible under Mississippi law”} UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER’S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO SPARKLIGHT’S DATA SERVICE OR EQUIPMENT. This Section shall survive any termination of this Agreement.

SECTION 18: INDEMNIFICATION

{Revised and re-vised according to agreed changes as of 09/07/21}.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.

- (c) Each Party agrees that violation of this section 19 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 20: MISCELLANEOUS:

This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS {Revised location according to agreed changes as of 09/07/21}.

- (a) in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.
- (b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- (c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- (d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.



Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.

(c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.**

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

(a) Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection

fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Customer, and (ii) immediately to enter the Premises and take possession of all Sparklight-owned equipment {Revised according to agreed changes as of 09/07/21}.

(b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

(c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.

(d) {Revised and removed according to agreed changes as of 09/07/21}.

7. Installation, Equipment and Cabling.

(a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non-standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self-installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. {Revised according to agreed changes as of 09/07/21}.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

(c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.

(d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at [Customer Owned Phone List](#). Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

(e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.

- (f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. {Revised according to agreed changes as of 09/07/21}
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.
- (k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

- (a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.
- (b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and

services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) {"To the extent permissible under Mississippi Law"} CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SPARKLIGHT'S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) {"To the extent permissible under Mississippi Law"} CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) {"To the extent permissible under Mississippi Law"} EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. **Indemnification.** {Revised and removed according to agreed changes as of 09/07/21}.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. {Revised according to agreed changes as of 09/07/21}.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein,

and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Mississippi {Revised according to agreed changes as of 09/07/21}.
but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

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CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Approval of a Settlement of Damage Claim
between the City of Gautier and Glen Montgomery

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Settlement of Damage Claim between the City of Gautier and Glen Montgomery in the amount of \$102.69.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Glen Montgomery, a visitor of Shepard State Park from February 17, 2022 through March 1, 2022 had issues with the breaker on site 6; and

WHEREAS, once reported, a park ranger tried resolving the issue by replacing the 30 amp and 50-amp breaker, but was unsuccessful; and

WHEREAS, the City Maintenance employee came out to replace the receptable, which resolved the issue, however, the faulty receptable caused Mr. Montgomery's surge protector to melt; and

WHEREAS, Mr. Montgomery purchased a new receptacle at Camping World in Biloxi, MS in the amount of \$102.69 for a 30A Port SG/DIAG; and

WHEREAS, Mr. Montgomery has made a claim against the City for the replacement value of this item;

WHEREAS, the Mayor and Council Members hereby find that settlement of this doubtful and disputed claim is in the best interests of the City of Gautier;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a settlement of damage claim between the City of Gautier and Glen Montgomery is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Approval of a settlement of damage claim

REQUEST:

The Recreation Department request approval of a settlement of damage claim between the City of Gautier and Glen Montgomery in the amount of \$102.69 for a 30A Port SG/DIAG.

BACKGROUND:

Mr. Montgomery visited Shepard State Park on Feb17-March 1,2022. Upon checking into the park, Mr. Montgomery had issues with the breaker on site six. The Park Ranger was notified immediately of the issue.

DISCUSSION:

The Park Ranger tried to problem solve the issue and changed the 30 amp and 50-amp breaker out but that didn't fix the issue. Monday the City's Maintenance employee came out and replaced the receptacle which fixed the issue. The faulty receptacle caused Mr. Montgomery's surge protector to melt. Mr. Montgomery then went to Camping World in Biloxi, MS and purchased a new one.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a settlement of a damage claim between the City of Gautier and Glen Montgomery.

1. Approve a settlement of damage claim between the City of Gautier and Glen Montgomery.; or
2. Not approve a settlement of damage claim between the City of Gautier and Glen Montgomery.

ATTACHMENTS:

1. Camping World

CAMPING WORLD
RV & OUTDOORS

good
sam

GANDER
RV & OUTDOORS

189 BILOXI MS
8010 E OAKLAWN RD
BILOXI, MS 39532
877-701-5820

Store Reg Cashier Trans. Date/Time
189 2 038792 8192 02/14/22 12:17
Salesperson: 038792

SALE

Glen Montgomery

Item	QTY	Your Price
T01 30A PORT SG W/ DIAG		
73993/024098442603		95.97
Return Price	95.97	
Item Discount: \$ Off	(28.02)	
Subtotal		95.97
Tax T01	95.97 @ 7%	6.72

Total 102.69

Visa Credit Card 102.69

one: SALE

Entry

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

March 15, 2022
Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the former Shepard State Park attendant building.

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the former Shepard State Park attendant building.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:											
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐
Elbin	☐										

Second Made by:											
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐
Elbin	☐										

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Recreation Department requires Wi-Fi and internet services at the former Shepard State Park attendant building; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and fees total \$127.18 per month for the duration of the initial term and may be revised at a later date; and

WHEREAS, this service would include business internet 150 and business Wi-Fi for a term of 36 months and a modem lease of \$10.99 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Authorization to approve a Business Service Agreement with Sparklight for Shepard State Park attendant building

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for the former Shepard Park attendant building.

BACKGROUND:

As the recreation dept is growing we are in need of additional office space for staff members. We are in need of internet service in the former Shepard Park attendant building.

DISCUSSION:

The service charges and fees total \$127.18 per month for the duration of the initial term and may be revised afterward. The service will include, business internet 150, and business WI-FI or a term of 36 months and modem lease of \$10.99 monthly. All service charges are subject to additional applicable local, state and federal taxes, fees or surcharges as required or permitted by law.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building
2. Not approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building

ATTACHMENTS:

1. Shepard Park Attendt Bldg Quote - Revised Agreement

		Business Service Agreement	
		Date: 3/4/2022 4:29 PM	
Sparklight Business Account Rep:		Jeffery Marion	
Phone Number:		(228)323-1060	
Fax Number:		Phoenix, AZ 85012	
Sparklight System Address:		210 E Earll Drive	
Customer Information		Authorized Customer Representative	
Company Name:	Shepard Park Attendant Bldg	Full Name:	Leoqueita Reddix
Street Address:	1034 Graveline Rd Bldg 2	Billing Telephone:	2284973338
City/State/Zip:	Gautier, MS, 39553-7727	Fax:	
Billing Address:	P O Box 670	Contact Number:	2284973338
City/State/Zip:	Gautier, MS 39553	Email:	lreddix@gautier-ms.gov
Sparklight Account#			

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 150	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$50.00
Term (In Months):	36
Total:	\$127.18

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Special Conditions

Customer acknowledges that Cable One, Inc. d/b/a Sparklight Business ("Sparklight") will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight for its construction costs, that are estimated at \$4,757.42, incurred up to the date of cancellation.

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$127.18 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED.

ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One dba Sparklight Business ("Sparklight") and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Sparklight's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Sparklight determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Sparklight's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Sparklight.

In addition to the general requirement that use of the Internet service be in compliance with law and Sparklight's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited. Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Sparklight within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Sparklight.

Installation and Maintenance of Equipment. Customer, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Sparklight to install, deliver, operate and maintain the Sparklight-owned equipment and Service(s). Sparklight-owned

equipment provided to Customer hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Customer notifying Sparklight, **in a timely manner**, when repair or maintenance is necessary. Sparklight will have no obligation to install, support, maintain, repair or replace any equipment that is not Sparklight Equipment. Sparklight shall retain ownership of all Sparklight equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. **Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Internet Service. Sparklight bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Sparklight customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES. Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Sparklight video services are not included in our term length discounts. As market conditions change, Sparklight reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Sparklight is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. {"To the extent permissible under Mississippi law"} SPARKLIGHT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO SPARKLIGHT'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Sparklight may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Sparklight’s website at <https://business.sparklight.com>. Based on its provision of Phone services, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer’s bill, all of which are summarily identified as Customer Proprietary Network Information (“CPNI”). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

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SPARKLIGHT BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

Section 1: DATA SERVICES

During the term of this Agreement, Cable One d/b/a Sparklight Business ("Sparklight") shall provide the high speed Internet service ("Data Service") indicated by Subscriber and to locations on the Business Service Agreement.

Section 2: ENGINEERING REVIEW

Activation of Data Service is subject to Sparklight's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies.

Section 3: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. {Revised according to agreed changes as of 09/07/21}. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

Section 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening,

- abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
 - (c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
 - (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
 - (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
 - (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
 - (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
 - (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
 - (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Sparklight will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Sparklight cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

Section 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights.

Section 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Sparklight harmless from any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Sparklight has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight, (b) protect and defend the rights or property of Sparklight, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight about: (a) any loss or theft of Subscriber's password, or (b) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any

act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Sparklight is committed to protecting the privacy of Subscriber's personal information. Sparklight's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight's written consent shall be void and shall, at the Sparklight's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to cease providing services to Subscriber, and (b) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. {Revised according to agreed changes as of 09/07/21}.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber. {Revised according to agreed changes as of 09/07/21}.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) {"To the extent permissible under Mississippi Law"} SPARKLIGHT'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SPARKLIGHT DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO

OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) *{“To the extent permissible under Mississippi Law”}* Sparklight’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively), excluding any Instance caused by force majeure events or Subscriber actions, omission or equipment, shall be limited solely to a credit of 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more instances of at least four (4) hours in duration in any 24-hour period that is not coincident with any other instance, provided that the Instance is reported by Subscriber within 24 hours.

SECTION 17: LIMITATION OF LIABILITY

{“To the extent permissible under Mississippi law”} UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER’S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO SPARKLIGHT’S DATA SERVICE OR EQUIPMENT. This Section shall survive any termination of this Agreement.

SECTION 18: INDEMNIFICATION

{Revised and re-vised according to agreed changes as of 09/07/21}.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.

- (c) Each Party agrees that violation of this section 19 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 20: MISCELLANEOUS:

This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS {Revised location according to agreed changes as of 09/07/21}.

- (a) in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.
- (b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- (c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- (d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.



Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.

(c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.**

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

(a) Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection

fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Customer, and (ii) immediately to enter the Premises and take possession of all Sparklight-owned equipment {Revised according to agreed changes as of 09/07/21}.

(b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

(c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.

(d) {Revised and removed according to agreed changes as of 09/07/21}.

7. Installation, Equipment and Cabling.

(a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non-standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self-installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. {Revised according to agreed changes as of 09/07/21}.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

(c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.

(d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at [Customer Owned Phone List](#). Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

(e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.

- (f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. {Revised according to agreed changes as of 09/07/21}
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.
- (k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

- (a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.
- (b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and

services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) {"To the extent permissible under Mississippi Law"} CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SPARKLIGHT'S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) {"To the extent permissible under Mississippi Law"} CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) {"To the extent permissible under Mississippi Law"} EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. **Indemnification.** {Revised and removed according to agreed changes as of 09/07/21}.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. {Revised according to agreed changes as of 09/07/21}.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein,

and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Mississippi {Revised according to agreed changes as of 09/07/21}.
but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

13513447_v2

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting: March 15, 2022
Title: Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball Leagues

Introduced by:
Contact Person/Telephone Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Youth Baseball and Softball Leagues: Team Sponsor; Furlan's Marine - \$500, Team Sponsor; Killer Crab & Seafood, LLC - \$500, Team Sponsor; No Mirror Barber Studio - \$500, Team Sponsor; New York Pizza - \$250, Digital Sponsor; King and Queens Teeth Whitening - \$250, League Sponsor; Coast Chevrolet - \$500

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier is now managing the Gautier Youth Baseball and Softball Leagues; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of managing the leagues; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Furlan's Marine (\$500), Killer Crab & Seafood, LLC (\$500), No Mirror Barber Studio (\$500), New York Pizza (\$250), King and Queens Teeth Whitening (\$250), Coast Chevrolet (\$500 and equipment) for the City of Gautier's Youth Baseball and Softball Leagues is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: March 8, 2022
Subject: Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Youth Baseball & Softball League.

BACKGROUND:

The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Athletics Manager is seeking sponsors for the league.

DICUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. **Team Sponsor** - \$500- Furlan's Marine
2. **Team Sponsor** - \$500- Killer Crab & Seafood LLC
3. **Team Sponsor**- \$500- No Mirror Barber Studio
4. **Team Sponsor**- \$250- New York Pizza
5. **Digital Sponsor**-\$250- King and Queens Teeth Whitening
6. **League Sponsor**-Coast Chevrolet -\$500 check plus (*check has been mailed but not received*) free equipment and potential to earn monetary funds for test drive rebates. Equipment includes: The Standard Equipment Kit includes items such as: one (1) L-Frame Protective Screen, one (1) 7' x 7' Flex-Pro Training Net, five (5) Heavy-Duty Equipment Bags, five (5) Industrial-Strength Batting Tees, five (5) Ball Buckets w/ Padded Lids, four (4) Indestruct-A-Ball Bucket Sets, ten (10) First Aid Kits, eight (8) Baseball/Softball Scorebooks, ten (10) Pitch Counters, and six (6) Field Trainers

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donations for the City of Gautier's Youth Baseball & Softball League

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENT(S):

Sponsorship Checks

FURLAN'S MARINE INC

06-2008

16419

PH. 228-497-7444

4359 OLD SPANISH TRAIL

GAUTIER, MS 39553

85-368/655

74

DATE

3/7/21

PAY
TO THE
ORDER OF

City of Gautier

\$ 500⁰⁰

Five hundred & 00/100

DOLLARS

Photo
Safe
Deposit®
Details on back



HANCOCK
WHITNEY

FOR

baseball sponsor

Lisa Furlan

MP

KILLER CRAB & SEAFOOD LLC Ph# (228) 217-7580

3021 SMITH DRIVE

GAUTIER, MS 39553

4557

85-7784/2653

DATE

3-8-22

PAY TO THE
ORDER OF

City of Gautier

\$ 500⁰⁰

Five hundred dollars 00/100

DOLLARS

Security features
included.
Details on back.

SRFCU

Singing River Federal Credit Union
6008 Highway 63, Moss Point, MS 39563

MEMO

Ball Sponsorship

[Signature]

MP

NEW YORK PIZZA LLC

1449 HWY 90

GAUTIER, MS 39553-0000

3071

85-368/655

74

DATE

3-8-22

PAY
TO THE
ORDER OF

City of Gautier

\$ 250.00

two Hundred Fifty dollars 00/100

DOLLARS

Photo
Safe
Deposit®
Details on back



HANCOCK
WHITNEY

FOR

[Signature]

MP

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

19-370176690

\$ 250.00

PAY EXACTLY
PAY TO THE
ORDER OF

PAYMENT FOR/ACCT. #

Gawtier, MS 39553 Kings * Queens Teethwhitening

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

19-370176691

\$ 500.00

PAY EXACTLY
PAY TO THE
ORDER OF

PAYMENT FOR/ACCT. #

Gawtier, MS 39553 NO Mirror Barber Shop

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 15, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
