Tuesday
August 5, 2014
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 August 5, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 5, 2014 @ 6:30 PM

I. Call to Order

1 **Prayer**

2 **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1 **Home Town Hero Celebration Honoring Sgt. Anthony McDaniel August 9, 2014 at Bacot Park from 11:00 A.M. to 3:00 P.M.**

2 **NFL Punt, Pass and Kick Competition August 9, 2014 at 9:00 A.M. at Gautier High School Football Fields.**

3 **Gautier Youth Football League registration ends August 8, 2014.**

IV. Presentation Agenda

1 **A Purple Heart City Proclamation presented to James C. Jackson, Military Order of Purple Heart Gulf Coast Chapter #682.**

2 **Recognition of Gautier Police Explorers, Graduates of Southeastern Law Enforcement Explorer Academy.**

3 **Update on Comprehensive videoing of city sewer system. Chad Jordan, ClearWater Project Manager.**

4 **ClearWater Solutions vehicle registration. Councilman Ward 3 Casey Vaughan.**

V. Public Agenda

1 **Agenda Comments**

VI. Business Agenda

1 Order approving the purchase a K-9 (aka "Justice"), a two year old Belgian Malinois, from Professional Detection Service for the Gautier Police Department with asset forfeitures in the amount of $9,000.00.

2 Order authorizing the City Attorney to proceed with an agreement with Martin Bluff Baptist Church to establish a police substation in the Hickory Hills community.

3 Order approving in-kind support services request for Gautier's Home Town Hero Celebration honoring U. S. Marine Sgt. Anthony McDaniel.

4 Consideration of a revised Master Service Agreement and Service Schedules with Arista Information Systems for Bill Printing and Mailing and for Electronic Bill Presentment.

5 Order approving an engineering agreement with Goodwyn, Mills and Cawood, Inc. to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas.

6 Discussion of Recreation Advisory Committee's next tasks and responsibilities.
7 Order approving a professional services agreement with Goodwyn, Mills and Cawood, Inc. to provide plan review services as needed.

8 Order approving a computer software support agreement with Delta Computer Systems, Inc. for fiscal year 2014 – 2015.

9 Order approving the purchase of a bucket truck (boom truck) from Altec Industries, Inc. in the amount of $89,717.000 from reimbursement funds.

**10 Conduct public hearing (Quasi-Judicial Procedures) to declare 8105 Exchange Street a menace to public health, safety and welfare of the community.
Bobby Joe Odom, owner.**

11 Order approving Docket of Claims.

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

**1 Order approving monetary donations for the Shepard Park Archery Range.
Donors: Supervisor Manly Barton; Senator Michael Watson; Senator Brice Wiggins; Representative John Read; Representative Charles Busby;
and Representative Jeramey D. Anderson.**

2 Order approving Professional Probation Services, Inc. contract for probation supervision and rehabilitation services for Municipal Court.

3 Order approving letter of support for the Jackson County Civic Action Committee's application for an Early Head Start-Child Care (EHS-CC) partnership Grant.

4 Order approving Lien/Council request to adjudicate private property cleanup costs in the amount of $2,465.00 at 3677 Mackeral Drive. Barbara L. Aguillard, owner.

5 Consideration to set public hearing date to consider the demolition of abandoned property at 2013 South Haven Road, Gautier. Tyrone I. and Jennifer D. Blackmon, owners.

6 Order approving July 2014 water and sewer adjustments.

7 Order approving Minutes from Recessed Council Meeting held July 15, 2014.

8 Order approving revisions to the City of Gautier's Historic Preservation Commission Rules of Procedure, relating to meeting times and absences.

9 Order declaring 2000 Ford Crown Victoria (VIN#2FAFP71W8YX148384) Unit 55 as surplus and removed from Police Department inventory.

10 **Order approving monetary donation in the amount of $250.00 from Peoples Bank for the Scott E. Pruitt highway 90 Dedication Ceremony Reception.**

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
August 5, 2014

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 August 11, 2014 @ 6:00 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order. **Councilman Colledge** seconded the motion and the vote unanimously carried.

Announcements

1 Home Town Hero Celebration Honoring Sgt. Anthony McDaniel August 9, 2014 at Bacot Park from 11:00 A.M. to 3:00 P.M.

2 NFL Punt, Pass and Kick Competition August 9, 2014 at 9:00 A.M. at Gautier High School Football Fields.

3 Gautier Youth Football League registration ends August 8, 2014.

Presentation Agenda

1 A Purple Heart City Proclamation presented to James C. Jackson, Military Order of Purple Heart Gulf Coast Chapter #682.

2 Recognition of Gautier Police Explorers, Graduates of Southeastern Law Enforcement Explorer Academy.

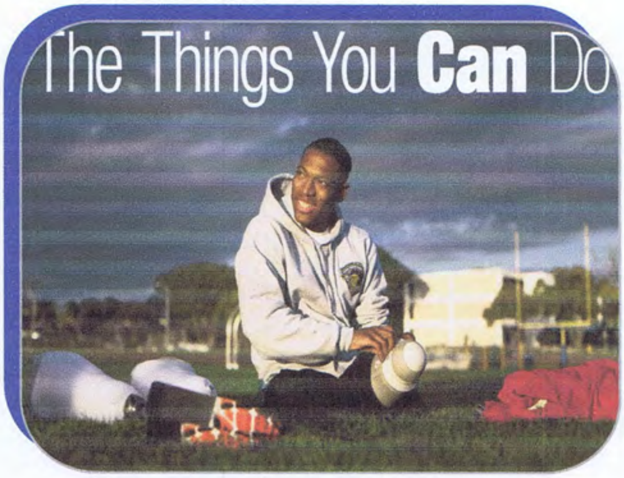
3 Update on Comprehensive videoing of city sewer system. Chad Jordan, ClearWater Project Manager.

4 ClearWater Solutions vehicle registration. Councilman Ward 3 Casey Vaughan.

Gautier's Home Town Hero Celebration
Honoring
U.S. Marine Sgt. Anthony McDaniel

hometown HEROES

Music. Games. Food. Fun



When: August 9, 2014

Where: Bacot Park Gautier, MS

Time: 11:00 a.m. to 3:00 p.m.

Bring your lawn chairs, tents and coolers!

***NO Alcohol Allowed* !**

Sponsor

In the event of inclement weather, presentation will be held at the
American Legion Post # 1992
3824 Old Spanish Trail, Gautier, MS
For more information contact Abe Sherrod 228-229-6131

PP&K
PUNT, PASS & KICK

BE PART OF THE NFL'S COMMITMENT TO PLAY 60!

SIGN UP TO PARTICIPATE

IN A NFL PUNT, PASS & KICK LOCAL COMPETITION NEAR YOU!

NFL Punt, Pass & Kick is FREE and open to boys and girls 6–15.

EVENT LOCATION: Gautier High School Football Fields- "The Swamp"

DATE: Saturday, August 9th

TIME: 9:00 a.m.

CONTACT: For Information, call Rachel Honea (228) 219-3259
To Register: Go online at www.nflppk.com

There are 5 age groups – a place for everyone!
Grab your sneakers (no cleats) and come on out.
This is your chance to PLAY 60 with the NFL!

For rules and more information, visit **nflppk.com**

A PROGRAM OF

THE NFL MOVEMENT FOR AN ACTIVE GENERATION

Jackson County

YOUTH FOOTBALL

Association

FOOTBALL & CHEERLEADING REGISTRATION

City of Gautier Football League

WHO CAN PLAY?

5-6 year-olds flag football

7-12 year-olds can play tackle football

5-12 year-olds Cheerleading

HOW CAN I BECOME A COACH OR VOLUNTEER?

Register at www.gautier-ms.gov

Must pass a background check

Must complete coach's certification ($25)

WHAT IS PROVIDED?

Football- game pants (integrated), jersey, helmet, and shoulder pads.

Flag- shorts, jersey, and flags.

Cheerleading – vest, bloomers, skirt, and pom poms.

HOW MUCH DOES IT COST?

Football league registration fee is $90.00/$70.00 for flag for Gautier residents.

An additional $20 fee will be charged for those who reside outside the City limits.

Cheerleading registration fee is $90.00 for Gautier residents.

WHEN DO THEY PLAY?

Practices begin in late August and run through the duration of the season.

Games begin in mid-September and are held through early November.

All games will be held on Monday night, Tuesday night, or Saturday unless rescheduled due to inclement weather.

HOW DO I REGISTER?

Register online at www.gautier-ms.gov or drop by Gautier City Hall. (Cash, credit card or check accepted)

WHERE DO WE PLAY?

The cities of Gautier, Pascagoula, Ocean Springs, and Moss Point have come together to create the Jackson County Football Association. Games will be played at the following locations:

Gautier High School: 4307 Gautier-Vancleave Road, Gautier

Ocean Springs Sports Complex- 4515 Highway 57, Ocean Springs

Pascagoula- 1803 Tucker Avenue, Pascagoula

Moss Point High School- 4913 Weems Street, Moss Point

Practices will be held at Bacot Park or other location designated by Team Coach.

AUGUST 8TH WILL BE THE LAST DAY OF REGISTRATION

FOR MORE INFORMATION: Call Gautier Cultural Services Div. at 228-497-1878 or email Rachel: rhonea@gautier-ms.gov.

Proclamation

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

WHEREAS, the City of Gautier in the State of Mississippi and has always supported its military veteran population and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or killed in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly - make sure we never forget; and

WHEREAS, the City of Gautier has a large, highly- decorated veteran population including many Purple Heart recipients; and

WHEREAS, the City of Gautier appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, I Gordon Gollott, by the authority vested in me as Mayor of the City of Gautier, do hereby proclaim the City of Gautier as

A PURPLE HEART CITY

and encourage the citizens of the City of Gautier to show their appreciation for the sacrifices our Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

Dated this 5th day of August 2014

Gordon Gollott, Mayor

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Tonya Fowler, Gautier Police Crime Prevention Officer
Through:	Dante Elbin, City of Gautier Chief of Police
Date:	July 30, 2014
Subject:	Recognition of Gautier Police Explorers

REQUEST:

The Gautier Police Department would like 3 Gautier Police Explorers to be recognized for their recent graduation from the Southeastern Law Enforcement Explorer Academy in June 2014.

BACKGROUND:

The Police Explorer program is a career oriented program for young men and women between the ages of 14 and 21. This group of Explorers spent one week in Gulfport going through was is best described as a "mini-boot camp" and Police Training Academy. In addition to an emphasis on physical training, the cadets are involved in classroom as well as hands-on training by professional Law Enforcement Officers.

The Gautier Police Explorers are active in our community working at public functions, assisting with neighborhood watch programs and working City Court.

DISCUSSION:

There will be a short video presentation taped throughout the week of the Academy showing elements of their experiences at the Academy.

RECOMMENDATION:

We would like to have a formal presentation of their graduation certificates to our Police Explorers.

ATTACHMENTS:

Video CD
Certificates

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

ORDER NUMBER 170-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a K-9 (aka “Justice”), a two year old Belgian Malinois, from Professional Detection Service for the Gautier Police Department is hereby approved.

IT IS FURTHER ORDERED that the K-9 will be purchased with asset forfeitures in the amount of $9,000.00.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

TO: Mayor and City Council

FROM: Dante Elbin
Chief of Police

THROUGH: Samantha Abell
City Manager

DATE: July 30, 2014

SUBJECT: Purchase of New K-9

REQUEST:

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

BACKGROUND:

The Gautier Police Department has had (2) prior K-9's, (Starbuck and Rocko). Since the death of "Rocko" we are seeking authorization to purchase a K-9 from Professional Detection Service for the purpose of assisting our officers in drug interdiction and crime suppression.

DISCUSSION:

The Gautier Police Department is seeking Mayor and Council approval to purchase a K-9 with asset forfeitures for a fee of $9,000. The price for the K-9 includes one year handler/K-9 certification and a health guarantee of one (1) year. Any additional care or expense, incurred for the K-9, will need to be budgeted and paid from the general fund.

RECOMMENDATION:

The Gautier Police Department recommends that City Council authorize approval for the purchase of K-9 (Justice).

ATTACHMENT:

Invoice for K-9

PROFESSIONAL DETECTION SERVICE

Sales Invoice

Breed/ Age: Two year old Belgian Malinois "KONTACT."

Color: Fawn.

Origin: Netherlands Import.

Condition / Sex: Intact Male. Hips Normal.

Vaccinations: Current and up to date.

Training: COMPLETE, Dual Purpose Patrol. Narcotics odors; Marijuana, Heroin, Cocaine, Base Cocaine (Crack), Methamphetamine and M.D.M.A. Tracking, Apprehension, Handler Protection, Obedience and Agility.

Health Guarantee: One Year.

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

Price: $8,500.00 USD

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

Richard Palmer

8720 Tanner Williams Rd.

Lucedale MS 39452

Email rpalmer149@yahoo.com

Phone 228-265-1343

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

ORDER NUMBER 171-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Attorney is hereby authorized to proceed with an agreement with Martin Bluff Baptist Church to establish a police substation in the Hickory Hills community.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: **Samantha Abell, City Manager**

From : **Dante Elbin, Chief of Police**

Date : **July 30, 2014**

Subject: **Police Substation in Hickory Hills Community**

REQUEST:

The Gautier Police Department is seeking approval for the City Attorney to proceed with an agreement to place a substation in Hickory Hills community.

BACKGROUND:

The Gautier Police would like to move forward with negotiations seeking an agreement between the City of Gautier and Martin Bluff Baptist Church. We are desiring an agreement to retrofit and utilize the parsonage in order to establish a police substation in the North Gautier community.

DISCUSSION:

The Gautier Police Department currently has a substation in south Gautier. This helps to facilitate law enforcement activities in the De La Forest and College Park Community. We are seeking to establish a substation in the northern portion of our city. The placement of sub-stations build on the City's existing neighborhood policing programs and strengthens business/police relationships. In the north area of Gautier, we currently have one thoroughfare that leads in and out of the community. In the event of a natural disaster, having a substation will allow dedicated officers to be based in the affected area, without the need to return to the main police department. Police field operations can be conducted and handled through the substations.

RECOMMENDATION:

The Gautier Police Department recommends that City Council authorize the City Attorney to research and seek an agreement with Martin Bluff Baptist Church for a police substation.

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

RESOLUTION NUMBER 16-2014

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi received a request to provide in-kind services to the Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee for Gautier's Home Town Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel from the Gautier Police Department, Gautier Fire Department and Economic Development and Planning Department. The event is scheduled for Saturday, August 9, 2014 from 11:00 A.M. to 3:00 P.M. at Bacot Park.

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. In-kind services are hereby authorized for the Gautier Police Department to provide security and traffic direction. The estimated cost for their in-kind contribution will equal approximately $288.64 and will use three full time officers, and approximately six Reserve officers;

SECTION 2. In-kind services are hereby authorized for the Gautier Fire Department to utilize on duty firemen that will result in no additional overtime hours;

SECTION 3. In-kind services are hereby authorized for the Economic Development and Planning Department to utilize the Recreation Coordinator add one additional employee and will result in no additional overtime hours.

SECTION 4. The City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Guillotte**, seconded by **Councilman Vaughan** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Al Stanton, Recreation Coordinator
Through:	Chandra Nicholson, Director of Economic Development and Planning Dept. Dante Elbin, Chief of Police Robert Jones, Fire Chief
Date:	July 25, 2014
Subject:	Gautier's Home Town Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel

REQUEST:

The Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee requests City Council authorization for in-kind support services to be provided by the City of Gautier for the event to be held August 9, 2014 at Bacot Park.

BACKGROUND:

Marine Sgt. Anthony McDaniel is a 2006 graduate of Gautier High School and Mississippi Gulf Coast native. McDaniel was four months into his second deployment when he lost both legs and his left hand when he stepped on an IED in Kajaki, Afghanistan on August 31, 2010. Since McDaniel's injuries, he has competed with more than 300 wounded marines earning medals while competing in the Wounded Warrior Games.

The Gautier's Home Town American Hero Celebration Honoring U.S. Marine Sgt. Anthony McDaniel will be held Saturday August 9, 2014 from 11:00 a.m. to 3:00 p.m... The event will consist of free music, games, food, and fun.

DISCUSSION:

The Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee have submitted a special event permit application requesting the following in in-kind services from the City of Gautier:

(1) Use of Bacot Park
(2) Security and Traffic Direction
(3) Barricades and Set-up of Barricades
(4) Cleanup-up During and After the Event
(5) Trash Receptacles/Bags
(6) Use of Staging and set-up/take down
(7) Use of Tent and set-up/take down
(8) Use of Bleachers
(9) Use of Podium and set-up/take down

(10) Use of Tables/Chairs and set-up/take down
(11) Use of Concession Stand

The Gautier Police Department estimates their in-kind contribution will equal approximately $288.64 and will use three (3) full time officers, and approximately six (6) Reserve officers.

The Gautier Fire Department will utilize on duty firemen that will result in no additional overtime hours.

The Gautier Economic Development and Planning Department will utilize the Recreation Coordinator and one (1) additional employee and will result in no additional overtime hours.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the in-kind services requested by Neighborhood Friends of U.S. Marine Sgt. Anthony McDaniel Committee since the event attracts both locals and visitors to the City.

The City Council may:

1. Approve in-kind services.
2. Disapprove in-kind services.

ATTACHMENT:

Special Event Permit
Gautier Police Department In-Kind Support Estimate

Gautier Police Department
Chief of Police Dante Elbin

To: Chastity Bilbo

From: Vincent Nicholson
Captain

Date: July 29, 2014

Subject: Bacot Park Dedication

The Gautier police department will use (3) full time officers, and approximately (6) Reserve officers for the dedication scheduled for August 9th at the Bacot Park on Ladnier.

The estimate cost for the event is as follows:
(2) Traffic Officers-----------------------1100-1500------------------$26.08 x 8 = $208.64

(6) Reserve Officers (volunteers) -------1100-1500-------------------$0 x 8 = $0

(1)Patrol Officer (Loss Prevention) ----1100-1500------------------$20.00 x 4 = $80.00

Total In-Kind Service--**$288.64**

3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8013
Official Use Only

CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least _____ days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event AUGUST 9, 2014 Day or Week SATURDAY Starting Time 11:00 [✓ AM]/PM
Ending Time: 3:00 PM AM/[✓ PM] Proposed Location of the Event: BACOT PARK GAUTIER
Describe the type of event to be conducted: OUT DOOR FAMILY FRIENDLY
Reason for Event, Demonstration or March: TO HONOR HOMETOWN HERO SGT ANTHONY MC DANIEL

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	LADNIER ROAD,	BACOT PARK	
2.			
3.			
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT.
ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: SGT ANTHONY MC DANIEL COMMITTEE Phone: (228 229-6131
Address: CITY OF GAUTIER
City State Zip
Type of Organization: STEERING COMMITTEE Profit: ____ Non-Profit Federal ID#________
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: ABE SHERROD Phone (Home): (228) 229-6131
Address: 2704 AUBURN DR Phone (Work); (___) _____-______
City: GAUTIER State: MS Zip Code: 39553 -____
Position with Organization: ____________

Individual(s) Responsible for keeping order and maintenance:
Name: CITY OF GAUTIER Phone (H): (228 497 8066 (W) (___) ____-_____
Name: ____________ Phone (W): (___) ____-_____ (W) (___) ____-_____
Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:
✓ Security
✓ Traffic Direction
✓ Barricades
✓ Set Up Barricades
✓ Clean up During Event
✓ Clean up After Event
✓ Bag Meters
✓ Trash Receptacles/Bag
____ Staging
____ Fencing
____ Other
SEE ATTACHMENT

FOR OFFICE USE ONLY
Date Rec'd: ____ Received By: ____
Event has been:
Approved: ____ Disapproved: ____
Approval/Disapproval Authority ____ Date: ____

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Abe Sherrod Date: 6/30/14

Items needed for: Sgt . Anthony McDaniel Hero Day

1. Gautier Police Presence
2. Gautier Fire Department (Display New Truck)
3. 1 large tent and crew to put up and take down
4. 100 folding chairs
5. 10 ea 8ft or 6ft folding Tables
6. Power Grid with outlets for equipment to be plugged into
7. 1 ea Podium
8. Personnel to set up staging

LIST OF DONORS FOR "HERO DAY"

1. American Legion Post 1912,Gautier,MS.--------------------$300.00 *
2. American Legion Ladies Aux unit 1992----$500.00
3. Richard Jackson-----------------------------------$100.00
4. Jason Piljer Hyundai-----------------------------$300.00 *
5. Ingalls Veterans Employee Resource Team-------$5,700.00*
6. Gautier Mens Club-------------------------------LG Tent
7. Gautier Mens Organizers-----------------------Cooking
8. Jerry Lees Grocery--------------------------------$ 50.00 Gift Card
9. Bobbie Nell Jones---------------------------------$ 455.00 T-Shirts
10. Second Liners Mardi Gras Club--------------$100.00
11. Diane Cummings (1cs Hamburgers)------$30.00 XL
12. VFW POST 2132-----------------------------$400.00*
13. VFW Ladies Aux post 2132-----------$100.00
14. Councilwoman M. Martin-------------$100.00 (food)
15. Jules Shabazz---------------------------$30.00 (food)
16. Mary McLeod----------------------------$30.00 (food) 3XL
17. Rhonda Richardson--------------------(food/hot dogs)Lg
18. Bobbie Nell Jones----------------------$125.00 T-Shirts
19. Syl Brown-----------------------------$20.00 (food)
20. Starlite Barber Shop-------------------$(food-hot dogs)
21. Essix Miskel-----------------------------$250.00
22. Country Gentlemen Restaurant------- 1 Gal Jar Mayonnaise
23. Home Port Video-------------------------$20.00
24. Flower Patch Florist--------------------$10.00
25. Brewer Opitical--------------------------$100.00
26. Cesar Lorenzo---------------------------$30.00 Food XL
27. Dr. Hoover-------------------------------$100.00

28. DHB Distributing--------------------------Snack Cakes
29. STAPLES, Pascagoula---------------------Water
30. MaCnarB Gaming------------------------$20.00
31. Walmart , Ocean Springs-------------------$50.00 Gift Card
32. Anderson's Bakery---------------------------$20.00 Gift Card
33. W.A. Reynolds Wholesale Co.-------------Paper ware
34. Walgreens---------------------------------------1 CS Hot Dogs Buns
35. Fred's Super Dollar --------------------------Gift Card
36. Lowes
37. Barbara Marshall------------------------------ $10.00
38. Melvia Simmions-------------------------------$10.00
39. Ora Richardson--------------------------------$25.00
40. Thomas Jones-----------------------------------$30.00
41. William Holmes--------------------------------$25.00
42. Kevin Woods-----------------------------------$8.00
43. Lee ???--$10.00
44. Grady McMillion------------------------------$5.00
45. Mr. Robert Jones-------- ---------------------$5.00
46. Ruby Hester------------------------------------$20.00
47. Annie Davis-------------------------------------$20.00
48. Ernestine Hutchins-------------------------$10.00
49. Joan Sims---$20.00
50. Dorothy Ledford-----------------------------$40.00
51. Lucille Odom----------------------------------$10.00
52. Buddy Jones------------------------------------$30.00
53. Mattie Booker----------------------------------$10.00
54. Alfreda Seals-------------------------------------20.00
55. Navigator Credit Union-----------------------$500.00*

56. Snapper Landing----------------------------------$40.00
57. Mike's Frame Shop--------------------------------Shadow Box
58. Betty Johnson------------------------------------ CHIPS XL
59. Ms. Irene Enger----------------------------------$50.00 Lg
60. Dr. Alfred McNair--------------------------------$250.00
61. Order Of The Purple Heart------------------$30.00 (Hamburgers)
62. Auto Air Of Gautier-------------------------------$10.00
63. Geraldine Megee-------------------------------$25.00 (Chips) XL
64. Bertha Sherrod------------------------------------$25.00(Chips) 3X
65. Linda Walley---$25.00(Chips 3X
66. Alice Powell--(hot dogs) XL
67. Dorothy Burkes---$25.00m LG
68. Hortense E. Agee-----------------------------------$25.000 XL
69. Mary Ann Stewart--------------------------------$25 (Chips)2X
70. Joyce Cannon---$25 (Chips)XL
71. Pricilla Woodson---------------------------------------Volunteer
72. Larry Norwood---Volunteer
73. Billy Booth--$20.00
74. Kim Flynn--$25.00
75. Charles &Penny Haynes-------------------------------$25.00
76. M.P. Hunter Chap. 17 DAV-------------------------$100.00
77. Poppa Johns Pizza---20 pizzas
78. Dominos Pizza---4 pizzas
79. FRED'S dollar Store--Gift Card
80. The Shed---(2) 50.00 gift Cards
81. Providence Baptist Church-----------------------Pop Corn Station
82. First Baptist Church Of Gautier-----------------Water Station
83. New Era Baptist Church---------------------------Water Station

84. First Baptist Missionary Church, Moss Point----$300.00

85. Marshall's Funeral Home--------------------------------$50.00

86. Bull Dog Diner--Hot Dogs &Buns

87. Suburban Extended stay------------------------------Hotel Room

88. Port City Cab & Sedan-----------------------------Limo Service

89. Mallette Bros Construction------------------------$200.00

90. Keesler Federal Credit union----------------------$500.00

91. Ingalls Shipbuilding----------------------------------$500.00

92. Peoples Bank, Gautier------------------------------$100.00

93. First Federal--$100.00

94. Eugene and Leona Wolf----------------------------$100.00

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

ORDER NUMBER 172-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the revised Master Service Agreement and Services Schedules with Arista Information Systems for bill printing and mailing and for electronic bill presentment is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER

To: Gautier Honorable Mayor and City Council

From: Samantha D. Abell, City Manager

Date: July 31, 2014

Subject: Consideration of a Revised Master Service Agreement and Service Schedules with Arista Information Systems for Bill Printing and Mailing and for Electronic Bill Presentment

---

REQUEST:

The City Council shall consider for approval a revised Master Service Agreement and Service Schedules for the purposes of providing more convenience and billing options to utility customers. The agreement was first approved October 2012. The revised agreement offers more options to customers including e-billing and a user-friendly online system.

The city attorney has reviewed the agreement and deems it legally sufficient.

BACKGROUND:

The City of Gautier contracts with Arista Information Systems to offer the convenience of electronic bill presentment and payment service (on-line bill payment) through a secure, PCI compliant, custom-branded website hosted by Arista Information Systems, Inc. ("Arista"), and administered by the City of Gautier ("Client"). The agreement is attached.

DISCUSSION:

The website's online payment system will:

- Provide customers the convenience of viewing a PDF image of their actual bill and paying their bills 24 X 7 via credit/debit card and e-check.

- Provide customers the convenience of using all four major credit cards including AMEX and Discover for payments.

- Provide citizens the cost effective option of paying via e-check in lieu of credit card.

- Provide customers the convenience of storing their Credit/Debit Card and checking information in a PCI compliant secure private profile.

- Provide customers PDF images of their actual bill statements that can be viewed, printed or e-mailed.

- Provide the option to customers to receive e-bills in lieu of a paper bill and eliminate the postage of mailing bills

- Mitigate financial risk by assuring compliance with *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Security Assessment Procedures*

The benefits of the revised agreement include increased utilization of the on-line payment option because of user friendliness and e-check option; and reduced bill printing and postage costs for those customers that utilize the e-bill option and stop the paper bill; and integrated bill printing, on-line bill presentment and payment and e-bill services; and simplicity of dealing with one vendor. The revised agreement is a 15% reduction in the cost to the city due to improved effectiveness.

CONCLUSION AND RECOMMENDATION:

The city manager respectfully requests that the City Council approve the revised agreement.

The Council may:

1. Approve the Master Service Agreement and Service Schedules
2. Not approve the Master Service Agreement and Service Schedules

ATTACHMENTS:

Services Agreement Dated _______________

Bill Printing and Mailing Service Schedule

Third Party Payment Processing Service Schedule

Arista
Master Services Agreement

This Master Services Agreement ("MSA"), dated as of the 6th day of August, 2014, by and between **Arista Information Systems, Inc. ("Arista")**, a Mississippi corporation, and the City of Gautier ("**Customer**"), a Mississippi municipality, (Arista and Customer, each a "Party" and jointly the "Parties").

WHEREAS, Arista wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the Parties hereto agree as follows:

1. Services to be Provided.

This MSA sets forth the terms and conditions upon which Arista agrees to provide and Customer agrees to purchase such services as shall be specified in one or more Service Schedules that Arista and Customer shall choose to enter into from time to time. Each such Service Schedule is hereby incorporated into and made a part of this MSA by reference as fully as if set forth herein.

2. Term and Termination.

(a) The term of this MSA shall commence upon the later of (i) the last date on which either Arista or Customer executes this MSA or (ii) the effective date of any Service Schedule hereunder executed by Arista and Customer.

(b) This MSA shall terminate upon the termination of all Service Schedules executed by Arista and Customer subject to this MSA.

(c) Arista may terminate this MSA and any related Service Schedule upon five (5) days' prior written notice to Customer in case of the occurrence of any of the following events (each an "Event of Default"):

(i) A material adverse change in the business, financial condition, business procedures, products or services of Customer; or

(ii) A sale of all or a substantial portion of Customer's assets; or

(iii) Customer commences a voluntary case under the Bankruptcy Code (Title 11 of the United States Code); files a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into an arrangement for adjustment of debts; consents to or fails to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; generally becomes unable to pay its debts or trade obligations as they become due; makes a general assignment for the benefit of creditors; or takes any corporate action for the purpose of authorizing any of the foregoing; or

(iv) Commencement of a case or other proceeding against Customer in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator or the like of Customer; or

(v) Customer defaults in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this MSA or any related Service Schedule.

Upon the occurrence of any such Event of Default, all amounts payable hereunder by Customer to Arista shall be due and payable on demand.

(d) After termination or expiration of this MSA or any related Service Schedule for any reason whatsoever, Customer shall continue to bear total responsibility for all fees, credits and adjustments resulting from transactions processed pursuant to this MSA.

3. **Pricing/Invoicing.**

(a) The prices for any products and services are set forth in the applicable Service Schedule.

(b) Any sales and use taxes, and any other similar taxes applicable to any production, sale, use, storage, delivery or transportation of products and services provided by Arista shall be calculated by Arista and included in Customer's monthly statement to be paid by Customer.

(c) Arista will send a statement of the compensation due it under this MSA and any related Service Schedule by the fifteenth (15th) day of each month, and Customer shall make payment within ten (10) days after receipt of the statement.

(d) A late payment charge of 1.5% per month, compounded monthly, shall apply to any payment or reimbursement due from Customer that is in arrears for a period of thirty (30) days or more from the date such payment first became due.

4. **Parties' Data /Proprietary Rights.**

(a) All data furnished to Arista or its agent by Customer pursuant to this MSA and any related Service Schedule shall at all times remain the property of the Customer. Arista shall have the right to copy and retain all such data and materials for its files as it deems necessary for emergency backup and internal processing use.

(b) Customer shall use its best efforts to assure the accuracy and adequacy of all data and other items provided to Arista, and for all results obtained therefrom. Arista shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any data or materials supplied by its agents or by third parties. Customer shall pay Arista, at rates specified in the applicable Service

Schedule, or at Arista's then prevailing rates if not specified in such Service Schedule, for any processing reruns or other additional work performed by Arista due to Customer data or materials which are incorrect or incomplete.

(c) Arista agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and any resultant output that is designated as confidential by Customer. Notwithstanding the foregoing, Arista may provide such information as Arista deems reasonably necessary to any third parties, including its affiliates, who may provide any of the products or services under this MSA and any related Service Schedule, provided such third party agrees to keep such confidential data and material confidential.

(d) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by Arista, its contractors, subcontractors, affiliates or agents in providing the products and services under this MSA and any related Service Schedule, and all operating manuals related thereto shall remain Arista's exclusive property.

(e) Customer agrees that Arista has a proprietary interest in the services and that establishing services may require information which is or should reasonably be understood to be confidential or proprietary to Arista to be exchanged between Customer and Arista relating to computer hardware systems, software systems, communications systems, data security systems, passwords, data formats, or other technological or procedural information. As a condition for Arista to provide such information to Customer relating to a service, Customer agrees that it shall: (1) keep such confidential information confidential to the extent permitted by law; (2) implement commercially reasonable procedures to maintain its confidentiality; (3) use it only for the purposes for which it was disclosed; and (4) not disclose such information to any party other than those for whom the receipt of the Confidential Information is necessary for the establishment and ongoing provision of the service to the extent permitted by law. Customer shall ensure that its affiliates, employees, directors, officer's agents or representatives maintain the confidentiality of the such confidential information to the extent permitted by law. If Customer ceases to use any service, Customer shall return to Arista all related confidential information it has received.

(f) Neither Party shall be required to keep confidential any information or data which is or becomes publicly available, is already known or is independently developed by such Party outside the scope of this MSA and any related Service Schedule, or is rightfully obtained by third parties.

(g) The Parties agree that if any of the provisions of this Section 4 are breached, or threatened to be breached, a remedy at law may be inadequate and, therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or any combination thereof shall be available to the non-breaching Party. The non-breaching Party also shall be entitled to recover such damages as allowed under Ms. Law.

5. <u>Warranties</u>.

(a) Upon written request of Customer, Arista shall pursue with reasonable diligence a claim for breach of, or at Arista's option shall assign and transfer to Customer, any warranty available to Arista from manufacturers or third-party vendors for products supplied to Customers under the terms of this MSA or any related Service Schedule.

(b) Arista shall use reasonable care in processing all data and materials submitted to it and in performing and providing the services set forth in this MSA and any related Service Schedule. Data and materials shall be processed in accordance with commercially reasonable data processing procedures. If computer services are interrupted or delayed for any reason, Arista will resume the computer services as soon as reasonably practical.

(c) THE FOREGOING COMPRISES CUSTOMER'S SOLE AND ENTIRE WARRANTY. THIS MSA AND ANY RELATED SERVICE SCHEDULE ARE SERVICE AGREEMENTS AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW.

(d) CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY EMPLOYEE OR REPRESENTATIVE OF ARISTA OR ITS AFFILIATES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MSA OR ANY SERVICES TO BE PERFORMED PURSUANT TO ANY RELATED SERVICE SCHEDULE.

6. <u>Limitation of Liabilities</u>.

(a) Arista undertakes to perform only such duties as are expressly set forth in this MSA and any related Service Schedule, and Arista shall not be bound by any agreement or document between Customer and any other parties to which Arista is not a signatory, whether or not Arista has knowledge thereof. Notwithstanding any other provision of this MSA and any related Service Schedule, it is agreed by the Parties hereto that Arista shall not be liable for any action taken by it or any of its directors, officers, affiliates, agents or employees substantially in accordance with this MSA and any related Service Schedule, including, without limitation, any action so taken at the request of Customer, except for Arista's or such person's own gross negligence or willful misconduct. Accordingly, Arista shall not incur any such liability with respect to any action taken or omitted to be taken in reliance upon any documents, including any written notice or instructions provided for in this MSA or any related Service Schedule, not only as to its due execution and to the validity and effectiveness of its provision, but also as to the truth and accuracy of any information contained therein, which Arista shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons, and to conform with the provisions of this MSA and any related Service Schedule.

(b) In the event errors or deficiencies in completed work result from Arista's performance under this MSA or any related Service Schedule, Arista will correct such errors or deficiencies for which Arista receives timely notice from Customer, but Arista's obligations shall be limited to correcting such errors or deficiencies. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain such errors or deficiencies caused by Arista's performance.

7. Change of Procedures Due to Third Parties. Customer recognizes that in order for Arista to provide certain services to and for Customer, Arista must obtain services from third parties, including Arista's affiliates, related to such services, and in doing so must comply with the procedures imposed on Arista by such parties, including any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International and with all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association. Customer acknowledges and agrees that Arista, as a result of revisions to such third party procedures, from time to time will be required to change those procedures applicable to Customer or to impose new procedures, including but not limited to procedures related to security, processing of transactions, and features and use of the services. In addition, Arista may be required to modify, amend or terminate procedures, conditions, features or requirements regarding the services or the processing of transactions in order to comply with the requirements of applicable laws, regulations, or government policies. Arista will endeavor to provide Customer with thirty (30) days' prior written notice of such changes in procedures, and those changes will be deemed incorporated into this MSA or applicable Service Schedule at the end of such period. In the event such prior notice cannot be given, Arista will endeavor to give Customer notice of such changes in procedures as soon as reasonably practicable.

8. Force Majeure. Neither Party shall be deemed in breach of this MSA or any related Service Schedule to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice of such Force Majeure promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

9. Equal Opportunity Clause. This MSA and any related Service Schedule hereby incorporates the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and implementing regulations.

10. General Contract Provisions.

(a) Authority. Each Party warrants and represents to the other that: (i) it has the power and authority to execute, deliver and perform this MSA and (ii) the person executing this MSA on behalf of it is an officer or authorized individual authorized to bind the Party with respect to its obligations hereunder.

(b) Construction. This MSA and any related Service Schedule is an agreement between Parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this MSA and related Service Schedule, is entered into by both Parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the Parties, or the domicile of any Party.

(c) Publicity. Customer consents to the public use of its name as a customer of Arista.

(d) Governing Law. This MSA and any related Service Schedule shall be governed by the laws of the State of Mississippi (and overriding federal law) (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters pertaining hereto, including, but not limited to, matters of validity, construction, effect, and performance. Any controversy or claim related to this MSA or any related Service Schedule but not subject to arbitration pursuant to Section 11 shall be resolved in the courts of the State of Mississippi. Each of the Parties hereto hereby submits to the personal jurisdiction of the courts of the State of Mississippi for purposes of any court action filed in connection with this MSA and any related Service Schedule, and any such action filed in any other court may be forthwith removed to the courts of the State of Mississippi by any party to such action.

(e) Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other shall be deemed or construed to be a consent to or waiver of any other breach or default under this MSA or any related Service Schedule. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party under this MSA or any related Service Schedule.

(f) Captions. The captions used for the paragraphs in this MSA and any related Service Schedule are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this MSA or any related Service Schedule or any section hereof.

(g) Entire Agreement. This MSA and any related Service Schedule constitutes the entire agreement between the Parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this MSA and any related Service Schedule are hereby canceled.

(h) Appendices. Each and every Appendix attached to any related Service Schedule is hereby incorporated into and made a part of this MSA and such applicable Service Schedule by reference as fully as if set forth herein.

(i) Amendments. This MSA and any related Service Schedule may be amended only by written agreement executed by all Parties hereto.

(j) Counterparts. This MSA and any related Service Schedule may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(k) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Arista:

Arista
Attention: Michael Thompson
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338-4865
Telephone Number: (770) 414-8400
Telecopy Number: (770) 414-1122

If to Customer:

Samantha D. Abell
City Manager
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
Telephone Number: 228-497-8017

or as to either Party, at such address as shall be designated by such Party in a written notice to the other Party. All such notices and other communications shall be effective (i) if mailed, when received as evidenced by return receipt; (ii) if telecopied, when successfully transmitted; or (iii) if hand delivered, when delivered.

(l) Assignment. Neither this MSA nor any related Service Schedule may be assigned, in whole or in part, by Customer without Arista's express, written consent. Any purported assignment by Customer without such consent shall be without legal effect.

(m) Severability. If any one or more provisions in this MSA or any related Service Schedule shall be held to be invalid, illegal, void or unenforceable in any respect (i) such provision or provisions shall be given force to the fullest possible extent that can be valid, legal and enforceable, (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this MSA and any related Service Schedule, and (iii) to the extent that the intent, rights, and obligations of the Parties hereto are not materially altered, either a legal and enforceable provision shall be substituted for the one that most clearly carries into effect the intention of the original invalid or unenforceable provision or this MSA and any related Service Schedule shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Relationship of the Parties. Nothing in this MSA or any related Service Schedule shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party. Neither Party has the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose

(o) Performance by Arista's Affiliate. Any request, obligation or action which Arista may be required or permitted to perform pursuant to this MSA and any related Service Schedule may be performed by one of Arista's affiliates on Arista's behalf, in which case such request, obligation or action performed by Arista's affiliate shall have the full effect under this MSA and any related Service Schedule as if it had been performed by Arista.

(p) Survival. All obligations arising before this Agreement or any related Service Schedule is terminated and all provisions allocating responsibility or liability between Arista and Customer shall survive such termination and not be prejudiced by the termination of this Agreement or related Service Schedule.

(q) Further Assurances. The Parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect the rights and obligations provided in this MSA and any related Service Schedule.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Master Services Agreement by and through their daily authorized representatives.

ARISTA:

By: ______________________________

Title: ______________________________

Attest: ______________________________

Title: ______________________________

(Corporate Seal)

CUSTOMER:

By: ______________________________

Title: ______________________________

Attest: ______________________________

Title: ______________________________

(Corporate Seal)

Arista
Bill Printing and Mailing
Service Schedule

This Bill Printing and Mailing Service Schedule (the "BP&M Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and City of Gautier ("Customer), (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C, and, if applicable, D, all of which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the services described herein.

1. Products and Computer Services. Arista agrees to provide to Customer, and Customer agrees to purchase from Arista, those products and services set forth in the attached Statement of Work, designated as Appendix A. If the Parties desire to amend this Statement of Work, such amendment shall be binding on the Parties only if a revised Statement of Work is reduced to writing and signed by the Parties. Any additional services will be furnished by Arista subject to availability of facilities, personnel and services available to Arista, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the Parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at Arista's discretion, be provided either directly by Arista or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of Arista's obligations hereunder.

2. Completion Times. Arista will furnish and mail the completed product as described in Appendix A and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Appendix B. If customer fails to provide correct and complete data in accordance with mutually agreed time schedules, Arista will promptly request the additional data and, after Arista has received such information, data or other items, (a) Arista shall reschedule and process Customer's work within the time limits provided in Appendix B, and (b) Customer agrees that the time schedules shall be extended as necessary for this purpose. Data will be deemed to have been timely submitted by Customer if received by Arista on or before the times set forth in Appendix B.

3. Term. This BP&M Service Schedule shall be effective on the latest date of acceptance and signing of the Agreement by either Party and shall continue for twenty-four (24) months from the date Arista first processes Customer's bills. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either Party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

4. Pricing/Invoicing.

(a) The prices for products and services under this Agreement are set forth in Appendix B.

(b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.

(c) In addition to the prices set forth in Appendix B, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, Arista shall apply such excess payment to Customer's postage costs for the subsequent month. Arista shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.

(d) Shipment of products shall be F.O.B.

(e) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, Arista may purchase up to a 6 month supply of these items in advance. In the event Customer terminates this contract or requests changes to these items, Customer shall be responsible for the cost incurred by Arista for the remaining inventories of such items.

5. Special Order Services. All services provided by Arista to Customer other than those identified in Appendix A shall be referred to herein as special order services and shall be provided as follows:

(a) If Customer shall desire special order services, Customer shall submit to Arista a written request which shall, with reasonable specificity, describe the services or changes desired by Customer. Arista and Customer shall, within a reasonable time thereafter, evaluate the request. Based on such evaluation, Arista will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer’s acceptance in which the applications shall be completed.

(b) If the specifications prepared by Arista are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, Arista shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

For special order services, Arista shall be compensated as provided for in Appendices A, B, and C.

6. Special Stipulations. Any applicable terms in addition to those in this Agreement, including Appendices A, B and C, which are incorporated by reference as if fully set forth herein, and in the MSA between the Parties shall be outlined in Appendix D and signed by both Parties. The absence of a fully executed Schedule D shall mean one does not exist.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Bill Printing and Mailing Service Schedule to be effective on the last date indicated below.

ARISTA:

By: ________________________________

Title: ________________________________

Date: ________________________________

CUSTOMER:

____
Name

By: ________________________________

Title: ________________________________

Date: ________________________________

Appendix A

Statement of Work – Printing and Mailing Services

1) Statement to be formatted based on Customer requirements.
2) Data will be received at Arista via electronic transfer initiated by Customer in a format agreed upon by both Parties.
3) All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
4) Statement materials included: **statement page, outside mailing envelope, courtesy-reply envelope.**
5) Processing, printing, collating, folding, inserting and mailing.
6) Preparation and delivery to USPS in automation stream.

Statement of Work – PDF Services for Printing and Mailing Customers
OPTIONAL SERVICE

1) Data used will be the same data as provided for Printing and Mailing Services.
2) A PDF image of the exact statement that is printed and mailed will be created.
3) PDF images are available for the Customer to view, print, and download.

Statement of Work – Electronic Bill Presentment
OPTIONAL SERVICE

1) Arista will provide a hosted website to the Customer to facilitate the electronic presentment of Customer's statements to Customer's End Users.
2) The electronic bill statement, available through the website, is to be formatted based on Customer requirements.
3) The data received at Arista to be used to generate the electronic statement will be initiated by the Customer in a format agreed upon by both Parties.
4) Customer may suppress a paper bill for viewing electronically by the End User on the Bill Presentment website.
5) The Arista Electronic Bill Presentment Website shall, as agreed between the Parties:
    a. Allow the Customer's End User to view a bill statement.
    b. Allow the Customer's End User to view an e-bill.
    c. Allow the Customer's End User to pay a statement via a credit/debit card or electronic check through the website. (If Customer elects to allow such payments, Customer must also execute the Arista Third Party Payment Processing Service Schedule.)

Appendix B

Time Schedule and Pricing

Customer must provide a delivery schedule of data thirty (30) days in advance. Data received promptly will be mailed within 24 hours. *If data is not delivered by Customer promptly or if incorrect data is received by Arista, data will be reprocessed in accordance with agreement within 48 hours after receipt by Arista.*

SERVICES: **UNIT PRICE:**

Processing, printing, collating, folding, inserting, and preparation and delivery to USPS in automation stream

1)	Highlight Color	$0.11
	Delinquent Notices (Highlight or Non-Highlight)	$0.11
2)	Cost of additional page	$0.06
3)	Additional cost of duplex page	$0.035
4)	Additional cost if "pre-printed form"	$0.01
5)	Checks	$0.15
6)	Additional Inserts	$0.01
7)	Postage	Cost
8)	Minimum Monthly Charge	$500.00
9)	Programming Charge	150.00/hour
10)	Initial Set up Fee	Waived (With 24 month agreement)
11)	Additional charges for regular or delinquent files under 500 pieces	$ 10.00
12)	Suppression of Paper Bill (Electronic Bill)	$0.04

Prices do not include postage. Postage to be supplied at cost with an estimated amount billed in advance. All qualified mailable pieces will be coded for maximum discount.

Above pricing includes the price for forms, outside envelope, and return envelope, all of which will be billed to Customer at cost. Arista reserves the right to change this pricing during the term of the Agreement to reflect changes in Arista's costs.

New services or products will be added from time to time to a published price list which will be provided to Customer and become part of this Schedule.

PRICING FOR PDF SERVICES: (Optional) **UNIT PRICE:**

1)	Monthly Charge	$50.00
2)	Per Image Charge	$ 0.01

Appendix C

Schedule of Charges for Special Order Services

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate .... $ 150.00 Per Hour

Appendix D

Special Stipulations

[Unless this Appendix D is executed by both Parties, there are no special stipulations concerning this BP&M Service Schedule.]

ARISTA:

By: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER:

____
Name

By: ______________________________

Title: ______________________________

Date: ______________________________

Arista
Third Party Payment Processing
Service Schedule

This Third Party Payment Processing Service Schedule (the "TPPP Service Schedule" or "Agreement") is entered into by and between Arista Information Systems, Inc. ("Arista") and the City of Gautier (Customer), (Arista and Customer each a "Party" and jointly the "Parties"). Arista and Customer agree that, upon the terms and conditions of this Agreement (including its Appendices A, B, C and D, which are hereby incorporated into and made a part of this Agreement by reference as fully as if set forth herein) and of that certain Master Services Agreement ("MSA") executed by the Parties, Arista will provide and Customer shall purchase the following services in connection with the acceptance by Customer of credit card and/or e-check payments by its customers ("End Users"):

- Acting in the capacity of a third party credit card processor as the merchant and necessary intermediary in credit card and e-check Transaction processing;
- Validating credit card numbers and expiration dates and e-check routing numbers;
- Obtaining authorization from the credit card issuer and e-check authorization site;
- Providing confirmation to the End User at the end of the payment Transaction; and
- Transmitting payment information to Customer

(collectively the "Services").

1. Credit Card Convenience Fees. Customer acknowledges that it has been informed of the following available options concerning the application of Credit Card Convenience Fees and selects the option checked below:

☒ Option A. Customer seeks to have Arista charge a Credit Card Convenience Fee to Customer's End Users on all Credit Card Transactions processed by Arista for Customer. Customers selecting this option are not billed for any Credit Card Transaction costs originating on the SEDC Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 1.1 below and in Appendix B.

OR

☐ Option B. Customer elects to charge its own convenience fee in connection with End User Credit Card Transactions. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C

OR

☐ Option C. Customer elects not to charge any convenience fee to End Users for credit card Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for Credit Card Transaction Fees as specified in Appendix C.

1.1 If Customer has selected Option A, Customer acknowledges that it has been informed of the pricing structures available in connection with Arista charging a Credit Card Convenience Fee to Customer's End Users, as set forth in Appendix B, and selects the option checked below:

☐ Option A.1 Customer agrees that Arista shall charge a percentage based fee, and agrees that percentage shall be ____________.

OR

☒ Option A.2 Customer agrees that Arista shall charge a flat fee with a ceiling, and selects the following flat fee/ceiling: $1.95 for transactions up to $100, $2.95 for $101-$200, $3.95 for $201-$300 and $4.95 for $301-$400.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the Credit Card Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☐ Customer agrees that the full amount of the applicable Credit Card Convenience Fee will be paid by its End Users.

OR

☐ Customer chooses to subsidize part of the Credit Card Convenience Fee as follows:

☐ If Customer has chosen Option A.1, Customer agrees that it shall subsidize ___% of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy will be calculated by multiplying the total dollar amount of Credit Card Transactions times the subsidy percentage.

☐ If Customer has chosen Option A.2, Customer agrees that it shall subsidize $______ of the Credit Card Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of Credit Card Transactions times the subsidy dollar amount.

2. <u>E-Check Convenience Fees</u>. Customer acknowledges that it has been informed of the available options concerning the application of E-Check Convenience Fees, as set forth in Appendix A, and selects the option checked below:

☒ Option D. Customer seeks to have Arista charge an E-Check Convenience Fee to Customer's End Users on all E-Check Transactions processed by Arista for Customer. Customers selecting this option are not billed for any E-Check Transaction costs originating on the SEDC Payment Gateway, except to the extent the Customer chooses to subsidize such charges as described in Section 2.1 below and in Appendix B.

OR

☐ Option E. Customer elects to charge its own convenience fee in connection with End User E-Check Transactions. Customer will continue to be invoiced by Arista for E-Check Transaction Fees as specified in Appendix C.

OR

☐ Option F. Customer elects not to charge any convenience fee to End Users for E-Check Transactions and elects not to have Arista charge such a convenience fee to Customer's End Users. Customer will continue to be invoiced by Arista for E-Check transaction Fees as specified in Appendix C.

2.1 If Customer has selected Option D, Customer acknowledges that it has been informed of the pricing structure available in connection with Arista charging an E-Check Convenience Fee to Customer's End Users, as set forth in Appendix B, and agrees that Arista shall charge a flat fee in the amount of $1.00.

Customer further acknowledges that it has been informed of its ability to subsidize a portion of the E-Check Convenience Fees for its End Users, as explained in Appendix B, and selects the option checked below:

☒ Customer agrees that the full amount of the applicable E-check Convenience Fee will be paid by its End Users.

OR

☐ Customer shall subsidize $______ of the E-Check Convenience Fee, with the remainder paid by the End User. The monthly amount billed to the Customer for the subsidy shall be calculated by multiplying the total number of E-Check Transactions times the subsidy dollar amount.

3. Definitions. For purposes of this Agreement, the following definitions shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined in this Section shall have the definitions set forth elsewhere herein or in the MSA between the Parties.

(a) "Association" shall mean any entity formed to administer and promote credit or debit cards, including without limitation MasterCard International, Incorporated, Visa U.S.A., Inc. and Visa International.

(b) "Association Rules" shall mean the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Association.

(c) "Chargeback" shall mean the procedure by which a sales draft or other indicia of a Transaction is returned to Arista.

(d) "Convenience Fee" shall mean a charge by Arista to an End User for making either a Credit Card Transaction (a "Credit Card Convenience Fee") or an E-Check Transaction (an "E-Check Convenience Fee").

(e) "E-Check Rules" shall mean all policies, procedures, operating rules, agreements or federal or state laws and regulations applicable to e-check Transactions, including the rules and operating guidelines of the National Automated Clearing House Association.

(f) "End User" shall mean a customer of Customer that enters or has entered into one or more Transactions.

(g) "Operating Procedures" shall mean the then-current manual, if any, prepared by Arista containing operational procedures, instructions and other directives related to the Services and to Transactions.

(h) "SEDC" shall mean Southeastern Data Cooperative, Inc.

(i) "SEDC Payment Gateway" shall mean the Internet site maintained by SEDC on behalf of Arista on Customer's behalf and used by End Users to make payments to Customer through Transactions.

(j) "SEDC System" shall mean the SEDC third-party payment processing system.

(k) "Settlement Account" shall mean an account at a financial institution designated in writing by Customer as the account to be debited and credited by Arista for Transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

(l) "Transaction" shall mean the acceptance of a credit card payment (a "Credit Card Transaction") or of an e-check payment (an "E-Check Transaction") from an End User by Arista via the SEDC System on behalf of Customer.

4. Arista Services and Service Fees.

4.1 Services Available to Customer from Arista. Customer agrees that Arista will provide the following services (the "Services") to Customer in connection with Customer's acceptance of credit card and e-check payments from End Users pursuant to the SEDC System:

(a) Acting in the capacity of a third party credit card and e-check processor as the merchant and necessary intermediary in credit card and e-check transaction processing; and

(b) Validating credit card numbers and expiration dates and bank routing numbers; and

(c) Obtaining authorization from the credit card issuer and e-check authorization site; and

(d) Providing confirmation to the End User at the end of the payment transaction; and

(e) Transmitting payment information to Customer.

4.2 Service Fees Charged to Customer by Arista. Customer is responsible for all applicable service fees as set forth in Appendix A.

5. Convenience Fees Charged by Arista to End Users.

(a) If Customer has selected Option A and/or Option D, Customer agrees to allow Arista to charge the applicable Credit Card or E-Check Convenience Fee on all Transactions. The Convenience Fee (less any applicable subsidy by Customer) will be charged to any End User of Customer at the time an End User pays its bill with a credit card and/or e-check pursuant to the SEDC System, and the End User will be notified of the applicable Credit Card or E-Check Convenience Fee by the SEDC System immediately prior to making such a payment.

(b) End Users will be informed of the applicable Credit Card or E-Check Convenience Fee amount by Arista before the End User authorizes payment on the SEDC System. The Credit Card or E-Check Convenience Fee is in addition to any charges, including late fees or interest charges, that may be assessed by the credit card issuing bank. End Users will not be allowed to complete a Transaction until they agree to the total payment amount, including the Credit Card or E-Check Convenience Fee.

(c) Customer agrees that before implementation of the SEDC System Customer will make reasonable efforts to notify its End Users that End Users will be charged a Credit Card or E-Check Convenience Fee when they make a payment by credit card or e-check, as applicable. Customer shall use one or more of the following methods to achieve such notification, together with any additional methods Customer elects: (i) Customer’s web site for End Users; (ii) Customer’s newsletters; and (iii) bill statement inserts.

(d) The Credit Card or E-Check Convenience Fee pricing schedule and amount can only be changed by written agreement between Arista and Customer at six month intervals during the Term of the Agreement.

(e) The amount of Customer subsidization, if any, can be changed unilaterally by the Customer at no less six month intervals during the Term of the Agreement.

6. No Convenience Fee Charged by Arista to End Users. If Customer has selected Option B or Option C and/or Option E or Option F (or a Customer who has selected Option A or Option D nonetheless processes a Transaction without assessing the applicable Arista Convenience Fee), Customer shall be responsible to Arista for all applicable fees as set forth in Appendix C, and Customer recognizes and agrees that

Arista is not responsible for obtaining any convenience fee from Customer's End Users for the applicable Transactions..

7. Arista Fees and Invoices.

(a) All fees charged by Arista for the Services and related items will be set forth in an invoice sent to Customer by the fifteenth (15th) day of each month, with payment due within ten (10) days after Customer's receipt of the invoice. At Arista's election, any such fees may be set forth as a line item in invoices sent to Customer pursuant to separate existing agreements between Arista and Customer.

(b) The fees charged by Arista and the prices of all Services and related items provided to Customer may be modified from time to time by Arista upon thirty (30) days' prior written notification to Customer.

8. Transaction Procedures.

8.1 Settlement.

(a) Settlement Account. Customer's Transactions will be settled promptly, and Customer will receive payment of settlement funds in its Settlement Account through automated clearing house credit. Customer shall provide thirty days' prior written notice to Arista of any change in the location or account number of its Settlement Account.

(b) Transaction Settlement. All settlements for Transactions will be net of credits/refunds, adjustments, Chargebacks, and any other amounts due from Customer at the time of settlement. All credits to Customer's Settlement Account are provisional and are subject to, among other things, Chargebacks (including related losses of Arista and its Affiliates), fees and fines imposed by the Associations or other third parties. Customer agrees that Arista may debit or credit Customer's Settlement Account for any deficiencies, overages, fees and pending Chargebacks, or may deduct such amounts from settlement funds due to Customer. Alternatively, Arista may elect to invoice Customer for any such amounts.

8.2 Operating Procedures. The general procedures for transactions are set forth in Appendix D. From time to time Arista may provide more detailed Operating Procedures to Customer that govern the procedures for Transactions and Services. In the absence of such Operating Procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with Transactions and to comply with all applicable Association and E-Check Rules as Arista may communicate them to Customer from time to time.

8.3 Transaction Errors.

(a) Customer shall promptly notify Arista of any error or discrepancy in any Transaction upon receiving written or electronic documentation or statements evidencing such Transactions. Customer agrees to provide Arista with all information Arista reasonably requests in connection with investigating any error or discrepancy.

(b) Customer and Arista agree that thirty (30) days is a reasonable period of time for Customer to notify Arista of errors and discrepancies unless any other applicable policy, procedure, operating rule, agreement or law provides for a shorter notification period, in which case such shorter period shall apply. If Customer fails to notify Arista in writing of any error or discrepancy within thirty (30) days, or within such shorter applicable period, after transmittal by Arista of the documentation or statement reflecting such error or discrepancy, Arista shall have no responsibility in assisting Customer with resolving such error or discrepancy with any third party.

9. Chargebacks and Third Party Charges.

9.1 Responsibility for Chargebacks. Customer shall be responsible for all Chargeback amounts, adjustments and related costs associated with Transactions, regardless of the reason for any such Chargeback amount. Arista may debit the actual or contingent Chargeback amount from Customer's settlement funds or from Customer's Settlement Account. In the event Customer obtains a reversal of any Chargeback, Arista will credit Customer's Settlement Account with the amount of such reversal.

9.2 Chargeback Adjustment. If Customer believes that any adjustment should be made with respect to a Chargeback, Arista shall not have any obligation to investigate or effect any such adjustments, but in its discretion may assist Customer in requesting an adjustment. Any voluntary efforts by Arista or its Affiliates to assist Customer in investigating such matters shall not create an obligation to continue such investigation, and neither Arista nor its Affiliates shall be liable for any failure to obtain an adjustment of any Chargeback.

9.3 Investigation. In the event Arista is required to respond to transaction documentation requests from an Association, financial institution or other entity in connection with Customer's request for adjustment of a Chargeback or a fine, penalty or fee, and Arista requests Customer for documentation, it is Customer's responsibility to respond to such request within five (5) days from the initial request.

9.4 Other Transactions. Customer is responsible for any fees for credit and debit card and e-check transactions not processed through the SEDC Payment Gateway with a SEDC convenience fee.

10. System Operations and Security Procedures.

10.1 System Operations. Except to the extent Arista or its Affiliates provide software or equipment to Customer pursuant to one or more separate agreements between the Parties, Customer at its own expense shall provide and maintain the equipment, software, services and testing necessary to accomplish Transactions and to receive Transaction confirmations effectively and reliably.

10.2 Security Procedures. Each Party shall use commercially reasonable security procedures to ensure that all Transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by Arista as such procedures may be revised from time to time.

11. Term and Termination.

11.1 Term. The initial term of this TPPP Service Schedule is twelve (12) months, commencing on the date that the SEDC System is installed and made operational for Customer. This Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the then-current term. Any automatic renewal of this Agreement pursuant to this Section shall be made upon the then-existing terms and conditions, except that prices of all Services and related items provided to Customer shall be in accordance with Arista's then-current pricing schedule.

11.2 Termination. Either Party may terminate this Agreement upon ten (10) days' prior written notice in the event of the material breach of the Agreement by the other Party.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the terms and conditions contained herein and by the terms and conditions of their MSA, have executed this Third Party Payment Processing Service Schedule to be effective on the last date indicated below.

ARISTA

By: ______________________
Title:______________________

Date: ______________________

CUSTOMER:

____
Name

By: ________________________
Title: _______________________

Date: _________________________

Appendix A
Arista Service Fees

1. Credit Card Merchant ID Set-up (one time)	Waived
2. Optional E-Check Set-up (one time)	Waived
3. Monthly EBP Service Fee	Waived
4. EBP PDF Image Fee	$0.01 per image*
*Waived if Customer pays Arista Print and Mail PDF Per Image Fee	
5. Optional PDF Image Storage Fee (after 12th month)	$0.0001
6. Programming Charges (After Set-Up)	$150.00 per hour

Appendix B
Arista Convenience Fee Pricing

Customers choosing to have Arista charge a Credit Card or E-Check Convenience Fee to the Customer's End Users agree to implement one of the following pricing schedules as the mutually agreed upon Credit Card or E-Check Convenience Fee that will be charged to their End Users.

Option A.1
Percentage Based Credit Card Convenience Fee. Arista will charge Customer's End Users a percentage-based fee for each Credit Card Transaction.

Option A.2
Flat Credit Card Convenience Fee with a Ceiling. Arista will charge Customer's End Users a flat fee with a ceiling for each Credit Card Transaction.

Option D
Flat E-Check Convenience Fee. Arista will charge Customer's End Users a flat fee for each E-Check Transaction.

Subsidization

A Customer can either have End Users pay the full amount of the Credit Card or E-Check Convenience Fee, or a Customer can elect to subsidize a portion by agreeing to pay some amount of that Credit Card or E-Check Convenience Fee, in which case, the amount an End User must pay to make a Credit Card or E-Check Transaction will be reduced by the amount of the subsidy. A subsidy can be designed whether the Customer chose Option A.1, A.2, or D. For example:

- If a Customer has chosen Option A.1 with a 2.45% percentage based Credit Card Convenience Fee but elects to subsidize 1.00% of the fee, then an End User making a Credit Card Transaction will be charged a Credit Card Convenience Fee of only 1.45% of the Transaction amount.

- If a Customer has chosen Option A.2 with a $4.93 flat fee and a $200.00 ceiling but elects to subsidize $2.00 of the fee, then an End User making a $150.00 Credit Card Transaction will be charged a Credit Card Convenience Fee of only $2.93.

- If Customer has chosen Option D with a $5.00 flat fee but elects to subsidize $2.00 of the fee, then an End User making an E-Check Transaction will be charged an E-Check Convenience Fee of only $3.00.

Change in Convenience Fee or Amount of Subsidization
Once Customer has chosen Option A.1, A.2 or D, Customer only can change it at six (6) month intervals and with Arista's agreement, but the Customer can change any subsidy at six (6) month intervals at its sole discretion.

Appendix C
Transaction Fees

Credit Card Transaction Fees

1. **Assessment Fee** (amount charged by credit card associations) is passed through to the Customer.

2. **Interchange Fee** (amount charged by issuing banks) is passed through to the Customer.

3. **Processing Fee** is charged to the Customer based on monthly dollar volume and number of Credit Card Transactions as listed below:

Tier 5	$ 1,500,000	$ Volume	0.06%
Tier 5	7000	# of Trans	$0.30
Tier 4	$ 600,000	$ Volume	0.11%
Tier 4	2500	# of Trans	$0.15
Tier 3	$ 400,000	$ Volume	0.16%
Tier 3	1500	# of Trans	$0.20
Tier 2	$ 200,000	$ Volume	0.26%
Tier 2	750	# of Trans	$0.30
Tier 1	$0.00	$ Volume	0.41%
Tier 1	0	# of Trans	$0.35

E-Check Transaction Fees

E-Check Transaction Fee is charged to the Customer based on the monthly numbers of E-Check Transactions and of e-check returns as listed below:

Number of Transactions	**Cost Per Transaction**
0-999	$0.60
1000-1999	$0.50
2000 and up	$0.40
Minimum Transaction-based charge	$30.00

Number of E-Check Returns	**Cost Per Return**
0-29	$10.00
30-69	$8.00
70 and up	$5.00

Appendix D

PRICING AND PROCESS CREDIT CARD SERVICES

Credit cards processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid credit card information into the application. Each night all approved credit card transactions automatically settle at the credit card processing center. Funds then clear into the master merchant account dedicated to this process. Arista will report to Customer the total dollar amount and total number of payments that settled on a given day. An ACH transaction will be set up to electronically deposit the credit card funds to the bank account specified by Customer.

Visa and MasterCard transactions will be deposited into Customer's bank account 2 bank days after the payment took place, and Discover and American Express transactions will be deposited in the bank account 3 bank days after the payment took place. All deposit dates and dollar amounts are specified in a Credit Card Daily Reconciliation Report Arista will provide to the Customer.

The exchange rates charged by the credit card associations vary depending on the type of credit card used, industry, and category of the card. For example, Visa cards use different rates than MasterCard, and both Visa and MasterCard have different categories structured for a particular transaction within a given industry. Arista or its affiliate has arranged to obtain these authorizations as a cost plus agreement. This means the actual interchange and assessment fee will be charged plus a fee. Appendix C sets forth the current fees. Customer's total exchange rates will be based on the "SIC" code for the applicable industry.

PRICING AND PROCESS E CHECK SERVICES

Electronic checks processed pursuant to this Service Schedule will obtain authorizations through the processor as each End User enters valid bank routing information into the application. Arista will settle these transactions on a periodic basis and clear the funds into a master bank account. Arista will report to the Customer the total dollar amount and total number of transactions that settled on a given day. An ACH transaction will be arranged to electronically deposit the e-check funds to the bank account specified by Customer.

E-Check transactions will be deposited into Customer's bank on the 3rd business day after the payment transaction takes place. All deposit dates and dollar amounts are specified in an E-Check Daily Reconciliation Report we will provide to Customer.

E-Check Returns will be provided to Customer in an E-Check Daily Return Report and will be debited from the Customer's bank account the next business day via an ACH transaction.

There is a $30.00 monthly minimum charge for use of the e-check application. This minimum does not include any return check charges.

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

ORDER NUMBER 173-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas is hereby approved.

IT IS FURTHER ORDERED the total costs is $35,159.00 for design and construction oversight.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

Tricia Thigpen

From:	Samantha Abell <sabell@gautier-ms.gov>
Sent:	Friday, August 01, 2014 9:30 AM
To:	tthigpen@gautier-ms.gov; crussell@gautier-ms.gov
Subject:	FW: Revised Drainage Contract
Attachments:	2014 Hourly Rate and Fee Schedule.pdf; 140707_Scope of Services Phase 1.docx; GMC Responses_Engineering Agreement.docx; 140710_Revised Engineering Agreement.docx

Use the revised and make Josh's changes for my review.

From: Lawrence Wilson [mailto:lawrence.wilson@gmcnetwork.com]
Sent: Thursday, July 10, 2014 3:04 PM
To: Samantha D. Abell (sabell@gautier-ms.gov)
Subject: Revised Drainage Contract

Samantha,
Attached is the revised contract, scope, and fee schedule. I have tried to answer/address all of your comments. I know we will need to discuss a couple of items, so fill free to call me any time.

Lawrence A. Wilson PE
Civil Engineering
Tel 251.460.4006
Fax 251.460.4423
Cell 251.680.2241

lawrence.wilson@gmcnetwork.com
11 North Water St
Suite 15250
Mobile, Al 36602

GOODWYN|MILLS|CAWOOD
GMCNETWORK.COM

AGREEMENT FOR ENGINEERING SERVICES
GMC PROJECT NO.

THIS AGREEMENT, made and entered into this __ day of______________, 2______, by and between The City of Gautier, hereinafter referred to as the OWNER, and GOODWYN, MILLS & CAWOOD, INC., hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional Engineering services and consultation performed relative to the preparation of plans and specifications for construction of Drainage System Clearing and Improvements, Phase 1, and Construction Inspection Services, hereinafter referred to as the Project, see attachment 1 for detailed scope.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive Engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Final Design Phase

1.1 On the basis of the accepted conceptual layout and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final maps that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.

1.3 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: MDEQ Storm water Permits.

1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.

1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination.-

1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.

1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.

1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment.

1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.

1.16 The ENGINEER will interpret the plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

1.17 The ENGINEER will provide part-time Engineering observation of the work of the Contractor as construction progresses, including site visits (approximately 5-10 hours per week as needed) at intervals appropriate to the various stages of construction as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

1.18 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.

1.19 The ENGINEER will review and approve estimates for progress and final payments. Such recommendations of payments will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s), but by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.20 The ENGINEER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.

1.21 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractor(s). If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time over runs on the construction contract will require an extension of the Engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.

1.22 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s), work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

1.23 Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1.Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or testing when necessary or deemed advisable by the ENGINEER for the design of the Project.

2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.

2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.

2.4 Performing Storm water Permitting Services including preparation of MDEQ permits and BMP Plans and performing Storm water Inspection Services during Construction.

2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, research of legal documents, boundary surveys, and post construction services.

2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.

2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Mississippi Department of History and Archives, Soil Conservation Service, EPA, Corps of ENGINEERs, MDEQ, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.

2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.

2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.

2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other dispute resolution process related to the Project.

2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.

2.17 Preparation of Operations and maintenance manuals.

2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the Engineering plans, specifications, and operational narrative.

3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.

3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated.

3.5 Furnish ENGINEER with a 'copy of any design and construction standards he shall require ENGINEER to follow for the project.

3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.

3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.

3.8 The OWNER shall provide such accounting, independent cost estimating as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement "as approved by council."

3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

ARTICLE 4. Compensation

4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:

4.2 For the Design Phase and the Bidding Phase, the OWNER will pay ENGINEER a lump sum fee of **$10,000.00.**

4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **$25,159.00.**

4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **Not Anticipated** "as approved by council."

4.5 For Geotechnical Engineering and Materials Testing Services during the Construction Phase, the OWNER will pay ENGINEER a fee based upon the attached Geotechnical Rate & Fee Schedule. A cash allowance may be established in the Construction Contract at the discretion of the OWNER. The fees shall be paid in monthly installments as work progresses. **Not Anticipated**. "as approved by council."

4.6 For Storm water Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **Not Anticipated**. "as approved by council."

4.7 For easement and deed surveys and preparation, if needed, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **Not Anticipated.** "as approved by council."

4.8 Omit.

4.9 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **Not Anticipated**. "as approved by council."

4.10 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GM&C Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. Not Anticipated. "as approved by council."

4.11 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement. "as approved by council."

4.12 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GM&C Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence. "as approved by council."

4.13 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GM&C Standard Rate & Fee Schedule. "as approved by council."

4.14 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, ~~arbitration~~ or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two. "as approved by council."

4.15 Invoices are due and payable within 45 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 45 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5 per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the

ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project.

6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

ARTICLE 8. Termination

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 4, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 10. Miscellaneous

10.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

10.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10.3 It is expressively understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its Engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.

10.4 This Agreement is to be governed by the laws of the State of Mississippi.
WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:	**ENGINEER:**
City of Gautier, Mississippi	GOODWYN, MILLS & CAWOOD, INC.
By:____________ Samantha D. Abell	By:____________
Title: City Manager	Title:____________
Attest:	Attest:
____________ (Name and Title) Cynthia Russell, City Clerk	____________ (Name and Title)

Councilman Jones made a motion to table Business Item #6 – Discussion of Recreation Advisory Committee's next tasks and responsibilities until work session. **Councilman Guillotte** seconded the motion and the vote unanimously carried.

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

ORDER NUMBER 174-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Goodwyn, Mills and Cawood, Inc. to provide plan review services as needed is hereby approved.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

July 31, 2014

Samantha Abell
City Manager
City of Gautier
Gautier, MS 39553

RE: PLANNING REVIEW

Dear Samantha:

GMC PLLC (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural and Engineering design review for commercial development projects within the City of Gautier, MS. GMC's plan review will be based on the cities latest adopted version of the International Codes, National Electrical Code, ADA Code and any appendices or modifications thereof.

GMC PLLC will provide written comments to deficiencies found for each discipline listed below and grade each discipline as pass or fail. If the applicant receives an initial grade of fail for one or more disciplines, resubmittal of revised drawings with responses to review comments shall be required.

GMC SCOPE OF SERVICES:
We propose to furnish the following services in association with the above referenced project:

- Site Plan Review (SWPPP, Utilities, Landscaping, Parking)
- Architectural Design Review
- Life Safety and Fire
- Structural Engineering Design Review
- HVAC Design Review
- Plumbing Design Review
- Electrical Engineering Design Review
- On site applicant review consultations

GMC PROPOSED PLAN REVIEW FEES:
The City of Gautier building permit fee is based on the estimated cost of construction of the project. The plan review fee is 50% of the overall permit cost. GMC will provide plan review services at a rate of 80% of the plan review fee. No additional cost will be incurred by the applicant.

PLAN REVIEW SCHEDULE:
Each project is unique and plan review schedules will be subject to the size and complexity of the submitted project and completeness of submitted plans and specifications. If submitted drawings are not at a reasonable level of completeness they will be returned without review. We will strive to provide comments back as quickly as possible and hope to achieve an average review time within two weeks.

SUMMARY:

Ms. Abell, we are excited about this opportunity and look forward to working with you on this important project. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GMC PLLC

Jim Walker, AIA
Director of Architecture
JW:dt

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

ORDER NUMBER 175-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the annual renewal of the computer software support agreement with Delta Computer Systems, Inc. for maintenance, support and maintenance, support and web hosting related to utilities and accounting is hereby approved.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell City Clerk

Date: July 23, 2014

Subject: Delta Computer Systems Software Addendum

REQUEST:

City Council authorization is requested for the City of Gautier to accept the Computer Software Support Agreement for the maintenance/support/web hosting charges for the upcoming fiscal year 2014-2015 with Delta Computer Systems, INC.

BACKGROUND:

Delta continues to provide software related services for utilities for 28 years. The annual renewal is required to continue services and support.

RECOMMENDATION:

Based on the attached addendum, City staff recommends that City Council authorize approving the computer software support agreement with Delta Computer System, INC.

ATTACHMENT(S):

Agreement

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Delta Computer Systems, Inc.

A Harris Local Government Company

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this ______ day of ____________________________, ______

CITY OF GAUTIER
Client Name

______________________________.
Client Signature

______________________________.
Printed Name

______________________________.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: CITY OF GAUTIER- MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2014 These charges will be billed on 9/15/2014 due for payment 10/ 1/2014.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2012	230.00	260.00*	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Software Maintenance - Privilege License System	09/2012	80.00	90.00*	
3236	Utility Billing System	10/2007	240.00	280.00*	
3237	Utilities Work Order System	10/2007	50.00	60.00*	
IVMCBP03(1)		TOTAL:	620.00	710.00	MONTHLY

Agreed this _____ day of _______________, 2014.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

July, 10, 2014

As you are aware, Delta Computer Systems was purchased by N. Harris Computer Corporation in December of 2013. As part of the Harris family of companies, Delta will be able to offer new products and services, such as Electronic Timekeeping for Payroll, Print and Mail services to reduce your mailing costs on billing statements and Forms Printing services to name but a few.

Enclosed please find your Software Support Agreement renewals for Fiscal Year 2014-2015. In order to bring our rates in line with industry standards, we will be increasing our Software Support fees on average, about 15% for FY 2014-2015. Web-Hosting fees will be increased by 10%. Our new rates, effective October 1, 2014, will be reflected on your invoices dated September 15th.

We do not anticipate an overall adjustment of this magnitude in the near future. Increases in future years will return to a more normal range of 3 to 6%.

Please have all forms executed where indicated and return them to Delta Computer Systems. We will copy, sign and return these documents to you for your files. If you have any questions, feel free to call or email me at: tjoffrion@harriscomputers.com.

As always, you will continue to be supported by the same Delta staff that you have come to trust and depend upon for your software and support needs.

Sincerely,

Tim Joffrion

Tim Joffrion, Operations Manager

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone: (228) 388-7688
Fax: (228) 388-7689

July, 10, 2014

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We do not anticipate an overall adjustment of this magnitude in the near future. Increases in future years will return to a more normal range of 3 to 6%.

Please have all forms executed where indicated and return them to Delta Computer Systems. We will copy, sign and return these documents to you for your files. If you have any questions, feel free to call or email me at: tjoffrion@harriscomputers.com.

As always, you will continue to be supported by the same Delta staff that you have come to trust and depend upon for your software and support needs.

Sincerely,

Tim Joffrion

Tim Joffrion, Operations Manager

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

ORDER NUMBER 176-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a bucket truck (boom truck) in the amount of $89,717.000 from Altec Industries, Inc., the lowest bid, is approved.

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

Motion was made by **Councilwoman Martin** to authorize staff to demolish structure and cleanup property seconded by **Councilman Colledge** and the following vote was recorded:

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: July 24, 2014

Subject: Bucket Truck

REQUEST:

City Council authorization is requested for the City of Gautier to purchase one (1) Bucket Truck from the advertisement that was opened on July 14, 2014 in the amount of $89,717.00 from Altec Industries, Inc. The highest bid was $108,950.00.

BACKGROUND:

The Bucket Truck will ensure the safety of our employees while performing duties beyond their reach. This truck will be used to check overhead power services at lift stations, wells, rain gauges, wind socks, security lights or any other repairs as needed. Funding is available from account #400-650-730, funds from previous reimbursements.

RECOMMENDATION:

Based on the bids received the City Clerk's Office recommends the purchase of this vehicle from Altec Industries, Inc. in the amount of $89,717.00.

The City Council May:

1). Approve the purchase of the Bucket Truck
2). Disapprove the purchase of the Bucket Truck

ATTACHMENT(S):

Advertisement for Bid
Specifications
Email to Council
Bid from Altec

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at Gautier City Hall, 3330 Hwy 90 until 2:00 p.m. on July 14th, 2014 for the following:

"BUCKET TRUCK"
GA 2014-008

Specifications are on file in the Purchasing Office. An electronic version is available by emailing the Purchasing Agent at csteen@gautier-ms.gov. Bids shall be delivered to the Purchasing Agent's Office located at Gautier City Hall and envelopes (s) plainly marked "**Bucket Truck**" and shall be addressed to the Purchasing Agent, 3330 Hwy 90, Gautier, MS 39553.

No bid may be withdrawn for a period of thirty (30) days. All documents and bid forms required by the specifications shall be submitted in the original bid. No additions or modifications will be allowed after the bids are opened.

All bid envelopes should contain the Bidder's name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Cindy Steen
Purchasing Agent
City of Gautier, MS

(SEAL)

Publication Dates:

Mississippi Press:	June 22nd, and June 29th, 2014
Bid Number:	GA 2014-008

Specifications for Boom Truck

1. Boom Truck to include a 37" telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:
    - Ground to bottom of platform height 37.8 feet.
    - Working height 42.8 feet.
    - Minimum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).
    - Telescopic boom extension: 9 feet 8 inches.
    - Continuous ration.
    - Insulating Aerial Devise, ANSI Category C, 46kV and below
    - Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.
    - Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
    - Telescoping upper boom: Articulation is from -25 to 75 degrees.
    - Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.
    - The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers.
    - One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools
    - Hydraulic System: Open center system operating at 5 gpm and 2,400 psi.
    - Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
    - Structural Warranty all of the following applicable major components are to be warranted for so long as the initial purchaser owns the product: boom, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
    - Manual: Two (2) operator and maintenance/parts manuals.

2. 37" Unit Model
3. Post style pedestal mounting
4. Poly Reservoir, Pedestal Mounted, 7 gallon: includes sight gauge
5. Single, One (1) man, fiberglass platform: end mounted with 180 degree rotator. 24" x 30" x 42" inches, includes hydraulic tilt.
6. Two (2) platform steps
7. Soft nylon reinforced vinyl platform
8. Platform liner for a 24" x 30" x 42" inch platform
9. Platform capacity, 400lbs.
10. Patented ISO-Grip insulating 4 function, proportional speed, and upper control handle – with safety interlock and interlock guard. Forward/back operates upper boom in/out, titter operates

rotation CW.CCW, up/down operates upper boom up/down, and twist operates lower arm up/down. Platform leveling is controlled with a separate interlocked control handle.

11. Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.
12. Manual Lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground.
13. No power module.
14. Outriggers in conjunction with torsion bars installed for stability of unit.
15. White (Standard).

Unit & Hydraulic Acc.

16. Nine (9) - HVI-22 Hydraulic Oil (Standard)
17. Standard Pump for PTO.
18. Hot shift PTO for automatic transmission.

Body

19. 102 Inch Universal Small Aerial Body for 60 inch CA, to meet the following specifications:
    - A. Basic body fabricated from A40 grade 100% zinc alloy coated steel
    - B. All doors are full, double paneled, self-sealed with built-in drainage for maximum weather-tightness.
    - C. Electro-zinc plated, steel hinge rods extend full length of door.
    - D. Door hinges are zinc alloy material attached with rivets
    - E. All doors contain zinc plated flush type, keyed locks with recessed handles.
    - F. Door handles are riveted to the outer door panel. Back panel has opening for easy access.
    - G. Heavy-gauge welded steel base construction with safety tread floor.
    - H. All edges are either rolled or folded for strength and safety.
    - I. Door header drip rail at top for maximum water protection.
    - J. Neoprene or rolled fenders on wheel fender panels.
    - K. Steel treated for improved primer bond and rust resistance.
    - L. Automotive underseal applied to body.
    - M. Prime painted with two part epoxy.
    - N. Automotive type non-porous door seals mechanically fastened to the door facing.
    - O. 102 inch body length
    - P. 39 – 41 inch body height (standard)
    - Q. 94 inch body width (standard)
    - R. 20 inch body compartment depth (standard)

S. Body color – White (standard)
T. Finish paint body at body manufacturer
U. 8 inch body cross-members (standard)
V. No tread plate required on compartment tops
W. 5 inch tall wood tailboard installed at the rear of body cargo area
X. No compartment lighting supplied by the body manufacturer
Y. Rotary paddle latch with lock (standard)
Z. Master body locking system (standard)
AA. No chock holders in line body fender panel required (standard)
BB. Gas chock type ridged door holders for vertical doors (standard)
CC. Chains on horizontal doors
DD. Hot stick shelf full length (Right Side Only)
EE. Drop-down hot stick door for one (1) shelf (right side)
FF. Tow (2) hot stick brackets
GG. 1st vertical street side (LH) – two (2) adjustable shelf with removable dividers on 4 inch centers
HH. 1st horizontal street side (LH) – one (1) fixed shelf with removable dividers on 8 inch centers
II. Rear vertical street side (LH) – four (4) adjustable locking swivel hooks
JJ. 1st vertical curb side (RH) five (5) adjustable locking swivel hooks
KK. 1st horizontal curb side (RH) – vacant
LL. Rear vertical curb side (RH) – two (2) adjustable shelf with removable dividers on 4 centers

Body and Chassis Accessories

20. Steel Tail shelf, 95" wide x 38" long with wheel chock holders (1 each side) add grab handle at rear of tail shelf for 3 pt. side access.
21. Cable step installed at rear, single step
22. U-shaped grab handle installed at rear
23. Small grab handle installed at rear
24. Combination 2 ball (10,000 LB MGTW) and Pintle Hitch (16,000 LB MGTW)
25. Set of eye bolts for trailer safety chain, installed one each side of towing device mount
26. Platform rest, rigid with rubber tube
27. Boom rest for a telescopic unit
28. Two (2) Outrigger pad, 24" x 24" x 3", wood with rope handle
29. Two (2) Outrigger pad holder 25" L x 25"Wx 5", fits 24" x 24" x 24" x 4" and smaller pads, bolt – on, bottom washout hole, 3/3" lip retainer
30. Wheel chocks, rubber with metal hairpin style handle, 9.75" L x 7.75" W x 5.00" H (pair)
31. Mud flaps (pair)
32. Safety harness & 6 FT lanyard (fits medium to x-large)

33. 5 LB fire extinguisher with light duty bracket mounted in cab floorboard, centered, behind seats
34. Triangular reflector kit installed per DEPS 042 behind bench seat in chassis cab
35. Slope indicator assembly for machine with outriggers
36. Soft vinyl lanyard pouch or equal
37. Vinyl manual pouch for storage of all operator and parts manual or equal

Electrical Accessories

38. Install outrigger interlock system
39. Lights and reflectors in accordance with FMVSS #108 lighting package. (incandescent)
40. One amber strobe light, post mounted on the street side front of the body, visible above the chassis cab with brush guard and master switch and indicator light in cab.
41. Dual tone back-up with outrigger motion alarm
42. 6-way trailer receptacle (pine type) installed at rear
43. Dash panel rocker switches supplied with Dodge Chassis (or equal), 4 auxiliary switches supplied in up fitting package from Dodge (or equal).
44. PTO indicator light installed in cab

Finishing Details

45. Focus factory build
46. Delivery of completed unit
47. Powder coat unit white
48. Finish paint body and accessories White
49. Apply non-skid paint to all walking surfaces and front of body apply to entire tail shelf (top & sides), cargo area floor, compartment tops, and any open tread plate area. Also apply black nonskid to front of body (facing chassis)
50. English safety and instructional decals
51. Vehicle height placard – installed in cab
52. Dielectric test unit according to ANSI requirement
53. Stability test unit according to ANSI requirements
54. Placard, HVI-22 hydraulic oil
55. FA installation

Chassis

56. Chassis
57. Altec supplied chassis or equal
58. 2014/15 model year
59. Dodge 5500 or equal

60. Chassis color – white
61. Chassis cab to axle length – 60 inch
62. Chassis wheelbase length – 144.5
63. GVWR 18 750 LBS
64. 7,000 LBS front axle rating
65. 13,500 LBS rear axle rating
66. 6.7L Cummins turbo diesel or equal
67. 6-speed automatic transmission
68. Single horizontal exhaust right hand
69. Cruise control
70. Dodge PTO prep package or equal
71. Hydraulic brakes
72. No idle engine shut-down required
73. 4 x 2
74. Park brake in rear wheels
75. 52 gallon fuel tank (behind rear axle) or equal
76. Regular cab
77. Air condition
78. Block heater
79. Ambulance prep package
    - Ladder rack mounted SS of truck compartment top
    - 4 corner strobe system
    - Cone holder (2) with (1) mounted at rear SS (fold over); and front bumper (center)
    - Directional light bar mounted in between channel of tail shelf (centered) at rear

Miscellaneous

1. Standard Warranty – one (1) year parts warranty
2. One (1) year labor warranty
3. Ninety (90) days warranty for travel charges
4. Limited lifetime structural warranty
5. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Cindy Steen

From: Cindy Steen <csteen@gautier-ms.gov>
Sent: Monday, July 14, 2014 2:18 PM
To: Gordon Gollott (gollottd@bellsouth.net); marymartincouncilwomanatlarge@yahoo.com; jfjones1@cableone.net; councilmanward2@gautier-ms.gov; caseycvaughan@yahoo.com; bayoumoondog@me.com; adamcolledge@aol.com
Cc: crussell@gautier-ms.gov; sabell@gautier-ms.gov
Subject: RE: Bucket Truck Bid Opening

Tracking:

Recipient	Read
Gordon Gollott (gollottd@bellsouth.net)	
marymartincouncilwomanatlarge@yahoo.com	
jfjones1@cableone.net	Read: 7/14/2014 4:06 PM
councilmanward2@gautier-ms.gov	
caseycvaughan@yahoo.com	
bayoumoondog@me.com	
adamcolledge@aol.com	
crussell@gautier-ms.gov	Read: 7/14/2014 2:27 PM
sabell@gautier-ms.gov	

Mayor and Council,

The bucket truck proposals were opened today at 2:00 p.m. There were four (4) proposals turned in.

Ward International Trucks, LLC	$108,950.00
Palfleet Truck Equipment	$ 98,302.00
Truck Equipment Sales, Inc.	$103,665.00
Altec	$ 89,717.00

Staff will review these proposals and submit a recommendation to the council for approval to purchase the bucket truck on August 5, 2014 agenda.

Thanks,
Cindy Steen

Altec

Quote Number: 257488 - 1
Altec, Inc.

July 10, 2014
Our 85th Year

Ship To:
CITY OF GAUTIER
3330 HIGHWAY 90
Gautier, MS 39553
US

Bill To:
CITY OF GAUTIER
3330 HIGHWAY 90
Gautier, MS 39553
United States

Altec Quotation Number: 257488 - 1
Account Manager: Richard Evans
Technical Sales & Support: Dan Brown

Item	Description	Qty	Price
	Unit		
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features:	1	

A. Ground to bottom of platform height: 37.8 feet
B. Working height: 42.8 feet
C. Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height).
D. Telescopic boom extension: 9 feet 8 inches
E. Continuous rotation
F. Insulating Aerial Device, ANSI Category C, 46kV and Below
G. Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation.
H. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
I. Telescoping upper boom: Articulation is from -25 to 75 degrees.
J. Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance.
K. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers.
L. One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools
M. Hydraulic System: Open center system operating at 5gpm and 2,400 psi.
N. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion.
O. Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom

Item	Description	Qty	Price
	articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables. **P.** Manuals: Two (2) operator and Maintenance/Parts manuals		
2.	AT37G Unit Model	1	
3.	Post style pedestal mounting	1	
4.	Poly Reservoir, Bed Mounted, 7 Gallon; Includes Sight Gauge.	1	
5.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1	
6.	Two (2) Platform Steps	1	
7.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
8.	Platform liner for a 24 x 30 x 42 inch platform	1	
9.	Platform Capacity, 400LBS.	1	
10.	Altec Patented ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, up/down operates upper boom up/down, and twist operates lower arm up/down. Platform leveling is controlled with a separate interlocked control handle.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms and platform. Secondary Stowage & Start/Stop is activated with an air plunger at the platform and switch at the lower control station.	1	
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
13.	H Frame Outriggers with fixed shoe, provides 85.5 inch maximum spread to outer edge of shoes. Includes 8 x 10 inch shoes, control valves, motion alarms to sound during movement, and outrigger interlocks. Interlocks will not allow the unit to be operated until the outriggers have been deployed. Standard installation is directly behind the cab chassis.	1	
14.	Powder coat unit Altec White.	1	
	Unit & Hydraulic Acc.		
15.	HVI-22 Hydraulic Oil (Standard).	9	

Item	Description	Qty	Price
16.	Standard Pump For PTO	1	
17.	Hot shift PTO for automatic transmission	1	

Body

Item	Description	Qty	Price
18.	102 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1	

A. Basic body fabricated from A40 grade 100% zinc alloy coated steel
B. All doors are full, double paneled, self-sealed with built-in drainage.
C. Electro-zinc plated, steel hinge rods extend full length of door.
D. Door hinges are zinc alloy material attached with rivets
E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.
F. Heavy-gauge welded steel frame construction with smooth galvaneal floor.
G. All edges are either rolled or folded for strength and safety
H. Door header drip rail at top for maximum weather protection.
I. Neoprene or rolled fenders on wheel fender panels.
J. Steel treated for improved primer bond and rust resistance.
K. Automotive underseal applied to body.
L. Automotive type non-porous door seals fastened to the door facing.
M. 102 Inch Body Length
N. 40 Inch Body Height (Standard)
O. 94 Inch Body Width (Standard)
P. 20 Inch Body Compartment Depth (Standard)
Q. Body Color - White (Standard)
R. Finish Paint Body At Body Manufacturer (Standard)
S. Electro Cathodic Emersion Primer Required
T. 8 Inch Body Cross-members (Standard)
U. No Treadplate On Compartment Tops
V. 6 Inch tall wood tailboard installed at the rear of body cargo area
W. No Compartment Lighting Supplied by the Body Manufacturer
X. Stainless Steel Rotary Paddle Latch With Lock (Standard)
Y. Master Body Locking System (Standard)
Z. No Chock Holders In Line Body Fender Panel Required (Standard)
AA. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)
AB. Chains On Horizontal Doors
AC. Hot Stick Shelf Full Length (Right Side Only)
AD. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)
AE. Two (2) Hot Stick Brackets
AF. 1st Vertical Street Side (LH) - Two (2) Adjustable Shelf With Removable Dividers On 4 Inch Centers
AG. 1st Horizontal Street Side (LH) - One (1) Fixed Shelf With Removable Dividers On

Item	Description	Qty	Price
	8 Inch Centers		
	AH. Rear Vertical Street Side (LH) - Four (4) Adjustable Locking Swivel Hooks		
	AI. 1st Vertical Curb Side (RH) - Five (5) Adjustable Locking Swivel Hooks		
	AJ. 1st Horizontal Curb Side (RH) - Vacant		
	AK. Rear Vertical Curb Side (RH) - Two (2) Adjustable Shelf With Removable Dividers On 4 Centers		
	AL. Aluminum Rock Guards Installed at Bottom		
	AM. 38" Tailshelf with Integrated Side Access Steps, Two Wheel Chock Holders, and Smooth Galvaneal Floor Installed at Rear of Body		
	Body and Chassis Accessories		
19.	Aluminum sloped style ladder rack installed on the Streetside compartment tops, sloped to clear the cab with adjustable width rails to accommodate various width extension ladders.	1	
20.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1	
21.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
22.	Small Grab Handle Installed At Rear	1	
23.	ICC Underride Protection	1	
24.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
25.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
26.	Fold Over, Post Style Cone Holder Rear SS	1	
27.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper	1	
28.	Platform Rest, Rigid with Rubber Tube	1	
29.	Boom Rest for a Telescopic Unit	1	
30.	Outrigger Pad, 24" x 24" x 3", Wood With Rope Handle	2	
31.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24.5" x 24.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
32.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
33.	Mud Flaps With Altec Logo (Pair)	1	
34.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1	

Item	Description	Qty	Price
35.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1	
36.	Triangular Reflector Kit, Installed	1	
37.	Rear Torsion Bar Installed On Chassis	1	
38.	Appropriate counterweight added for stability. To achieve dual stability.	1	
39.	Slope Indicator Assembly For Machine With Outriggers	1	
40.	Slope Indicator Assembly For Machine Without Outriggers	1	
41.	Vinyl manual pouch for storage of all operator and parts manuals	1	

Electrical Accessories

Item	Description	Qty	Price
42.	Install Outrigger Interlock System	1	
43.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
44.	Altec Standard Amber LED Strobe Light with Brush Guard Post Mounted On Streetside Front Compartment Top	1	
45.	4-Corner Strobe Lighting, Amber LED	1	
	A. Two (2) Oval Lights Mounted in Front Grille **B.** Two (2) Round Lights Mounted at Rear		
46.	51" Directional light bar installed with a master control panel mounted in the chassis cab	1	
47.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
48.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
49.	Dash panel rocker switches supplied with Dodge Chassis, 4 auxiliary switches supplied in up fitting package from Dodge	1	
50.	PTO Indicator Light Installed In Cab	1	
51.	Dodge Module	1	

Finishing Details

Item	Description	Qty	Price
52.	Focus Factory Build	1	
53.	Delivery Of Completed Unit	1	
54.	Powder Coat Unit Altec White	1	
55.	Finish Paint Body Accessories Altec White	1	
56.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
57.	Apply Non-Skid Paint to all walking surfaces	1	
58.	English Safety And Instructional Decals	1	
59.	Vehicle Height Placard - Installed In Cab	1	
60.	Dielectric test unit according to ANSI requirements.	1	
61.	Stability test unit according to ANSI requirements.	1	
62.	Placard, HVI-22 Hydraulic Oil	1	
63.	Inbound Freight	1	
64.	AT37G FA Installation	1	

Chassis

Item	Description	Qty	Price
65.	Chassis	1	
66.	Altec Supplied Chassis	1	
67.	2014 Model Year	1	
68.	Dodge Ram 5500	1	
69.	4x2	1	
70.	Chassis CA Length - 60"	1	
71.	Regular Cab	1	
72.	Cummins 6.7L Turbo Diesel (Dodge)	1	

Item	Description	Qty	Price
73.	Aisin AS68RC Automatic Transmission (Dodge Chassis)	1	
74.	GVWR 18,750 LBS	1	
75.	7,000 LBs Front Axle Rating	1	
76.	13,500 LBs Rear Axle Rating	1	
77.	4.44 Axle Ratio	1	
78.	Hydraulic Brakes	1	
79.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1	
80.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1	
81.	Clean Idle Certification	1	
82.	Cruise Control	1	
83.	Ambulance Prep Package	1	
84.	Cold Weather Group (Includes Block Heater)	1	
	Additional Pricing		
85.	Stock Unit	1	
	Miscellaneous		
86.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total 89,717.00

BY ______________________________

Dan Brown

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would like to ensure that the following items are offered to you as part of the attached quotation package:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Back up alarm
Wheel Chocks

The aforementioned equipment is traditionally offered in our new equipment quotations, unless requested otherwise by the customer. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 F.O.B. - Customer Site

5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Delivery: 60 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

10 This quotation is valid until OCT 08, 2014. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

13 Please direct all questions to Richard Evans.

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

ORDER NUMBER 177-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to the Mississippi Codes Annotated, 1972 & Title 21, Chapter 19, Section 11 and based on all evidence and testimony presented at the public hearing, including the Planning and Economic Development Department's discussion paper, that the property owned by – Bobby Joe Odom, 8105 Exchange Street, Gautier, Mississippi, Lot #2 Hickory Hill Estate Subdivision and made the subject of this public hearing, to be a menace to public health, safety and welfare.

Based on these findings, the Mayor and Members of the Council hereby approve and authorize abatement proceedings as recommended by the Planning and Economic Development Department – Bobby Joe Odom, 8105 Exchange Street, PIDN 85440602.000, Lot #2 Hickory Hill Estate Subdivision, Deed Bk 1639, Page 75.

IT IS FURTHER ORDERED that the City is authorized to clean this private property and render the structure safe by securing all windows and doors or the demolition of the abandoned structure.

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

Motion was made by **Councilman Colledge** to authorize staff to demolish structure and clean up property. Motion seconded by **Councilwoman Martin** and the following vote was recorded:

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

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Joe Belles, Code Enforcement Officer

Through: Patty Huffman, Grants and Project Manager
Chandra Nicholson, Planning and Economic Development Director

Date: July 28, 2014

Subject: Clean up of Substandard Property Conditions, PIDN 85440602.000
8105 Exchange Street Gautier, Mississippi 39553

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and render the structure safe by securing all windows and doors or the demolition of the abandoned structure.

BACKGROUND:

An initial telephone complaint from a neighbor concerned with visible code violations was reviewed and substantiated by code enforcement and a code violation file was reopened in December 2013. Code enforcement has dealt with repeated code violations since opening the initial file in August 2009 with a previous owner. Upon inspection of the property, code enforcement found the exterior doors unsecured and requested police department assistance. Two officers arrived, proceeded to enter the home, and searched the dilapidated structure. After inspecting the structure, it appeared someone has been illegally living in the structure. Code enforcement took photographs and documented the property condition. While attempting to locate the owner, another city employee informed code enforcement a bank had contacted the city in reference to a recurring water account draft payment plan and informed the city the owner was deceased. A check of death notifications and repeated checks at Jackson County Court Department for a probate order or any other legal action have been not been successful.

Property taxes for 2011, 2012 and 2013 remain unpaid and the property was advertised/published in the Mississippi Press as an available tax sale property for 2012, 2013 and 2014. Code enforcement is continuing to attempt to locate any heirs to the abandoned property.

Property owners in the vicinity remain concerned with the visible appearance of this overgrown property and the unsecured/unsafe structure. Neighbors are concerned for the health, safety and welfare of their neighborhood. On June 12, 2014, code enforcement posted a letter at the property informing any heirs, the City of Gautier, Mayor and Council would set a date for a public hearing if the code violations were not corrected. During a scheduled council meeting on July 1, 2014, the Mayor and City Council set a public hearing date of August 5, 2014, and a letter addressed to any Heirs/Estate Executors was posted at the property. Additionally, both the property and city bulletin board were posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, and secure the structure in accordance with the International Building Code requirements. The other option is to demolition the dilapidated, abandoned structure.

RECOMMENDATION:

Staff recommends the Mayor and Council should decide:

1. If it is in the best interest of the neighborhood to allow the responsible party until August 31, 2014, to clean up the property and secure the structures doors and windows.

Or

2. Demolish the unsecured, abandoned structure as more advantageous to the health, safety and welfare of the entire neighborhood.

If the property is not cleaned and the structure doors/windows secured or the entire structure demolished by August 31, 2014, the Mayor, and Council should direct staff to commence with clean up of the property as decided upon after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS 9:

1. Quasi-Judicial Procedures
2. Property tax document
3. Parcel information
4. Current Photos
5. Quitclaim Deed, recorded April 15, 2011
6. July 3, 2014, Letter of Notification, Public Hearing
7. Public Notice Document Posted two weeks prior to public hearing
8. Water record for Final Bill reflects owner deceased
9. Letter dated June 12, 2014, potential clean up action posted at property

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.

2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney

3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.

4. Applicant Presentation.

5. Questions directed to Applicant. The applicant should answer any questions by the public, the Council, or others.

6. Staff Presentation. This includes presentation of the staff report into the official record.

7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.

8. Questions directed to Staff. The staff answers any questions by the public, the Council, or others.

9. Public Comments. Members of the public should be allowed to make comments regarding the application.

10. Applicant rebuttal/final comments

11. Staff rebuttal/final comments

12. Call for final questions.

13. Close public portion of the hearing.

14. Motion & Deliberation. Council makes a motion, and debates and deliberates regarding the application and development order.

15. Vote.

16. Close the quasi-judicial proceeding.

Jackson County Mississippi

Powered by:
Delta Computer Systems Inc.

Property Link

JACKSON COUNTY, MS

Current Date **6/12/2014**

Tax Year 2013
Records Last Updated **6/11/2014**

PROPERTY DETAIL

OWNER ODOM BOBBY JOE
8105 EXCHANGE ST

GAUTIER MS 39553

ACRES : **NA**
LAND VALUE : 8620
IMPROVEMENTS : 24940
TOTAL VALUE: 33560
ASSESSED : 3356

PARCEL 85440602.000
ADDRESS 8105 EXCHANGE

TAX INFORMATION

YEAR 2013	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	103.39	0.00	108.56
CITY	115.92	0.00	121.72
SCHOOL	86.68	0.00	91.01
TOTAL	305.99	0.00	321.29 **5% Penalty**

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE REG
TAX DISTRICT 5840
PPIN 069150
SECTION 12
TOWNSHIP 7S
RANGE 7W

LEGAL LOT 2 HICKORY HILL EST S/D
UNIT #7 PB 11-22&23 DB 1639-75
(267 Map771.01-03)

Book **Page**

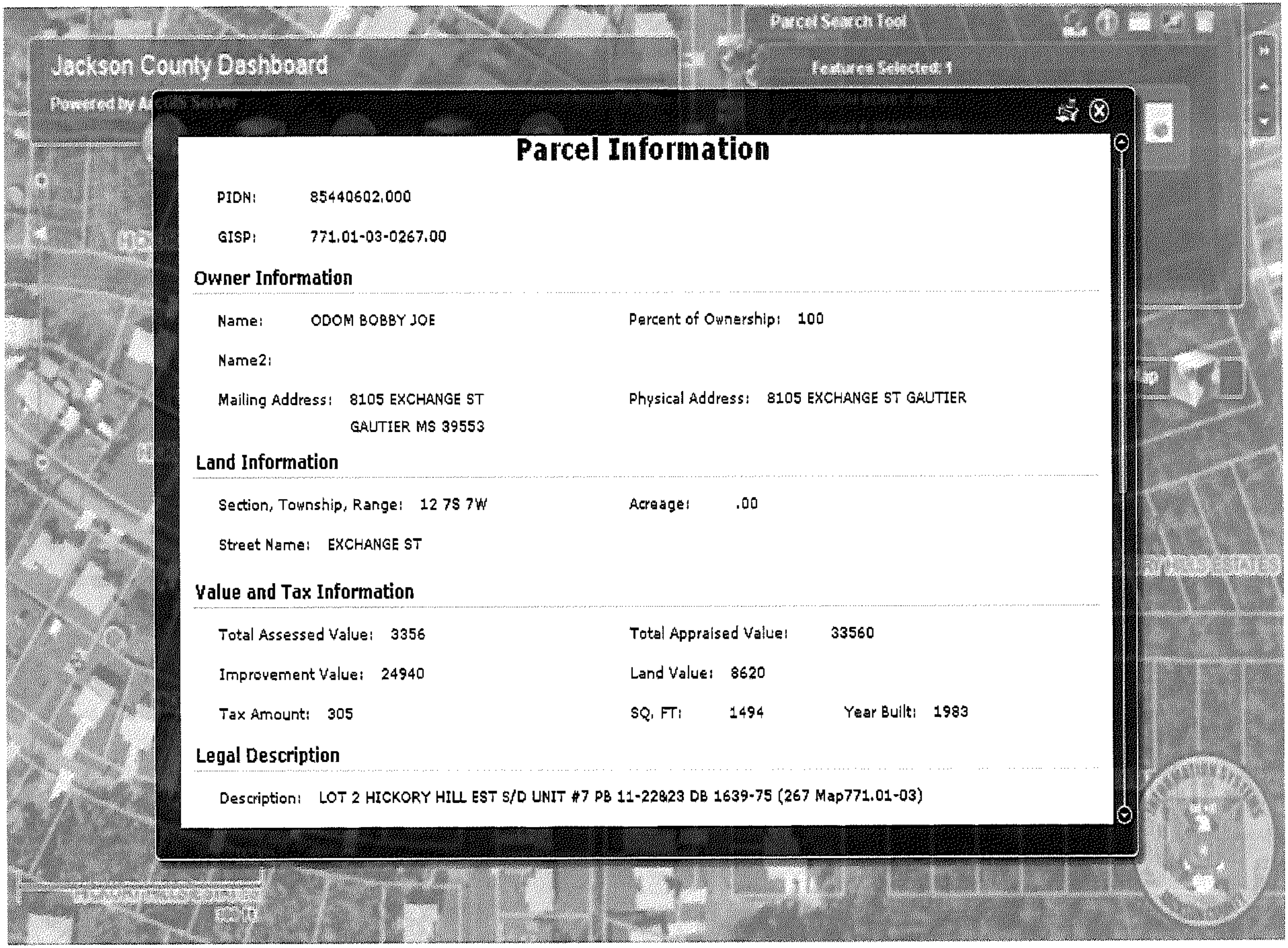
PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2012	S & S PROPERTIES, LLC	NOT REDEEMED
2011	HENRY CORNELIUS EDWARDS	NOT REDEEMED
2010	STATE OF MISSISSIPPI	2/ 2/2012 BOBBY ODOM
2009	B.S. CONSTRUCTION	10/27/2010 PILGER TITLE CO
2005	AZURE INVESTMENTS LLC	2/12/2007 AMERICAN GENERAL FINANCIAL
2004	ETC FBO KATHIE BARTHOLOMEW IRA42	2/12/2007 AMERICAN GENERAL FINANCIAL

Back

HOME | CHANCERY CALENDAR | CHANCERY CASES | REAL PROPERTY TAX | LOG IN | LOG OUT | CHECKOUT | TERMS OF USE | PRIVACY POLICY



Parcel Information

PIDN: 85440602.000

GISP: 771.01-03-0267.00

Owner Information

Name: ODOM BOBBY JOE

Percent of Ownership: 100

Name2:

Mailing Address: 8105 EXCHANGE ST
GAUTIER MS 39553

Physical Address: 8105 EXCHANGE ST GAUTIER

Land Information

Section, Township, Range: 12 7S 7W

Acreage: .00

Street Name: EXCHANGE ST

Value and Tax Information

Total Assessed Value: 3356

Total Appraised Value: 33560

Improvement Value: 24940

Land Value: 8620

Tax Amount: 305

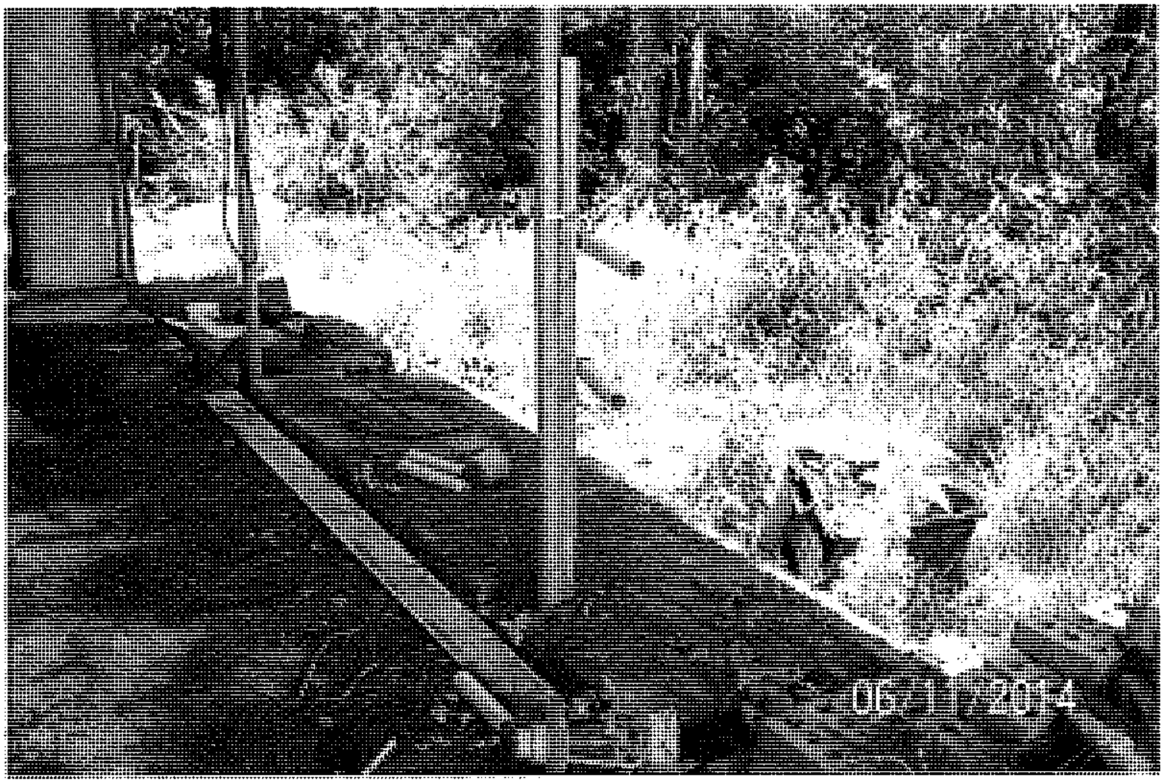
SQ. FT: 1494

Year Built: 1983

Legal Description

Description: LOT 2 HICKORY HILL EST S/D UNIT #7 PB 11-22&23 DB 1639-75 (267 Map771.01-03)


Jackson County Dashboard
Powered by ArcGIS Server
Current Action: Pan Map
Parcel Search Tool
Parcel Search Map
Parcel #: [illegible]
Address: [illegible]


06/11/2014

/2014

06/11/2014


2014

2

201105816 2 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $12.00
#201105816 BK:1639 PG:75-76
04/15/2011 02:19 PM 2 PGS
MHARRIS,DC Rcpt#005196

Prepared by :
David B. Pilger
Attorney at Law
2693 Bienville Blvd., Suite 5
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Joseph Brian Odom
8716 Pine Grove Rd., Lot 9
Gautier, MS 39553
(228) 282-4545

Return To:
David B. Pilger
Attorney at Law
2693 Bienville Blvd., Suite 5
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
Bobby Joe Odom
8105 Exchange Street
Gautier, MS 39553
c/o (228) 818-6122

INDEXING INSTRUCTIONS: Lot 2, Unit 7, Hickory Hill Estates

STATE OF MISSISSIPPI
COUNTY OF JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Joseph Brian Odom**, do hereby release and quitclaim unto **Bobby Joe Odom**, all of my right, title and interest in and to that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 2, Unit 7, Hickory Hill Estates, Jackson County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 11, Pages 22-23.

The above described property is not a part of the Grantor(s) homestead.

TITLE NOT EXAMINED

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

WITNESS MY SIGNATURE, on this the 6th day of April, 2011.

Joseph Brian Odom

Joseph Brian Odom

A C K N O W L E D G E M E N T

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Joseph Brian Odom**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 6th day of April, 2011.

Therese Lucille Stanley

NOTARY PUBLIC

My commission expires: 1-23-2014

ID # 50704
THERESE LUCILLE STANLEY
Commission Expires Jan. 23, 2014

TITLE NOT EXAMINED

Mayor
Gordon F. Gollott

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

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

July 3, 2014

Mr. Bobby Joe Odom or
Estate Executors
8105 Exchange Street
Gautier, Mississippi 39553

Reference: (PUBLIC HEARING) 8105 Exchange Street Gautier, Mississippi 39553

To Whom It May Concern:

The City of Gautier, Mayor and City Council has approved and scheduled a public hearing for Tuesday, August 5, 2014, at 6:30 PM. The location for the hearing is the Gautier City Hall, 3330 Highway 90 Gautier, Mississippi 39553. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work to be performed may include cutting grass/weeds, removing rubbish, draining cesspools/standing water from the property, removing dilapidated fences/building, removing personal property and other debris from the property.

Additionally, the municipality may reenter the property or parcel of land for a period of one year after the hearing without any further hearings. A notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven days before the property or parcel of land is reentered for cleaning.

If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318, or cell number (228) 219-7035.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on August 5, 2014, in the Council Chambers of the Gautier Municipal Building, 3330 Highway 90, Gautier, Mississippi, for the purpose of receiving testimony as to why substandard building conditions should not be abated at the following described location:

> **That certain property listed on the Jackson County land rolls as belonging to Bobby Joe Odom, being generally described as 8105 Exchange Street, Gautier, MS, and more specifically described as PIDN #85440602.000, Lot 2, Hickory Hill Estate Subdivision, AS RECORDED IN DEED BOOK 1639, PAGE 75, RECORD OF OFFICIAL PLATS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI.**

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community proceed to clean the property or parcel of land as allowed by MS Code 21-11-19. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings.

```
 UBMMTQ01 WATER         UTILITY BILLING MASTER FILE MAINTENANCE     UBWMTQ97/R4
 Account      Name ODOM BOBBY J (DECEASED)           ADDENDUM
   9008 F          FINAL BILL FOR:  050891 12/11/13  Postal Sort Code MS1
Street Address     8105 EXCHANGE ST         [redacted]   Apartment Cd
City, State, Zip   GAUTIER          , MS 39553 -       Phone 334 804 2518
Hold from Late Fee?   Y-Yes     Deposit    85.00  Date  4  7 2011 Rec
Service Address    8105     EXCHANGE
Last Inspected    /    /       Zoning 1       Grid      Flood Zone
Hold Billing N Y-do not bill until changed, H-Hold next time only Print Bill Y
Draft Bank                                       Draft Code    (27,37,28,38)
Name on Acct                                  Acct No.
Does This Account Have 2 Meters N (Y/N) Standing Deposit
Water  Code 101 WATER                          Rental     N
Sewer       201 SEWER                          Bad Check  N
Garbage     301 GARBAGE                        Other Acct N
Other                                          Pool Size
Billing Cycle  1 M=Month Q=Qtr S=Semi-Annual A=Annual 1=1st Month,2=2nd Month
Account Class Code GSW  Water Main Code      Baths       Meter Date  1  6 2014
Sewer Main Code         Garbage Route        Rooms            Delinquent Info:
Arrears   Water     Sewer    Garbage    Other      Total       Hold Code
  Total    77.20     88.28     98.00    100.00      363.48     Date 12  5 2013
   Tax                                           FT Bill       Count  6 Flag Y

 F3-NEXT  F8-READINGS F12-ADDENDUM
```

```
 UBMADD   WATER                      ADDENDUM                        UBWADD01/R4
 ODOM BOBBY J (DECEASED)                                        Account F009008
Line  Notes                                           Total Lines on File     7
   1 04/07/11.....customer needs 1 gb cart....dkh
   2 4.8.11 delta delivered cart 1319325  dsb
   3 8/7/13 bank called about chrg on 7/15/13. customer is now deceased.kim
   4 9/19/13 bill ret
   5 10/21/13 bill ret
   6 11/27/13 bill ret. checking to see if it is vacant.sdf
   7 12/18/13 bill ret
   8 ___________________________________________________________________________
   9 ___________________________________________________________________________
  10 ___________________________________________________________________________
  11 ___________________________________________________________________________
  12 ___________________________________________________________________________
  13 ___________________________________________________________________________
  14 ___________________________________________________________________________
  15 ___________________________________________________________________________

  Go directly to line ____
 Copyright 2009, Delta Computer Systems, Inc. - All Rights Reserved  01/06-GNJ

 F1&5-UP  F2&6-DOWN  F9-FIRST  F10-LAST  F13-INSERT  F14-DELETE  F17-SAVE
```

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
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3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

POSTED AT
PROPERTY
6-12-14 JB

June 12, 2014

Bobby Joe Odom or
Possible Heirs
8105 Exchange Street
Gautier, Mississippi 39553

Reference: 8105 Exchange Street Drive Gautier, MS 39553

To Whom It May Concern:

This letter is to inform you the City of Gautier; Planning and Economic Development Department will recommend to the governing authority the property at 8105 Exchange Street Gautier, Mississippi is a menace to the public health, safety, and welfare of the community. Code Enforcement will request the mayor and city council review the history of the code violations on this property during a scheduled July 2014 council meeting. If the mayor and council determine the property, meets the criteria for private property clean up they will set a public hearing for a scheduled August 2014 council meeting. The purpose of the hearing is to listen to testimony and determine if the property meets the requirements outlined in Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11.

Code enforcement is requesting the property be in compliance by July 1, 2014. If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318, or cell number (228) 219-7035.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

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

ORDER NUMBER 178-2014

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

```
TLM       GLMCLM17 07/31/2014 14:14  ACCOUNTING CURRENT YEAR                                                    PAGE     1
                                                   Docket of Claims
                                          Release date from 08/05/2014 thru 08/05/2014

                                                  Trans  Release   Claim     Claim    Check     Claim
Fund    Name of Claimant                            #      Date     Date     Number   Number    Amount    Approved/Disapproved
--------------------------------------------------------------------------------------------------------------------------------

001   DELTA SANITATION OF MS, LLC               142256 08/05/2014 07/14/2014                    175.00 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-170-698     FRAZIER PORT O LET          443231     06/30/2014                     175.00

001   CABLE ONE                                 142257 08/05/2014 07/14/2014                    195.50 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-100-699     JUL 2014:23421-102608-02-6  07112014   07/10/2014                     195.50

001   AIRGAS USA, LLC                           142271 08/05/2014 07/14/2014                    184.20 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-205-588     CYLINDER RENTAL             9919990076 06/30/2014                     184.20

001   ADVANCE AUTO PARTS                        142283 08/05/2014 07/17/2014                     99.99 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-100-570     JUMP BOX                    1689       06/24/2014                      99.99

001   DELTA COMPUTER SYSTEMS INC                142285 08/05/2014 07/17/2014                    330.00 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-698     ACCTG SOFTWARE MAINT        MN104646   07/15/2014                     230.00
                        001-092-698     VOTER REG SOFTWARE MAINT    MN104646   07/15/2014                      20.00
                        001-092-698     PRIV LIC SOFTWARE MAINT     MN104647   07/15/2014                      80.00

001   AT&T                                      142290 08/05/2014 07/22/2014                  2,985.52 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-605     MONTHLY SERVICE             2284978000 07/14/2014                   2,985.52

001   CABLE ONE                                 142310 08/05/2014 07/28/2014                     99.95 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-698     AUG 2014:23421-102609-01-6  08052014   07/29/2014                      99.95

001   GLOBALSTAR                                142311 08/05/2014 07/28/2014                     52.92 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-605     MONTHLY SERVICE             5750289    07/16/2014                      52.92

001   AT&T                                      142315 08/05/2014 07/28/2014                     52.11 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-605     MONTHLY SERVICE             2284977070 07/14/2014                      52.11

001   AT&T                                      142318 08/05/2014 07/28/2014                     75.39 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-605     MONTHLY SERVICE             2284972172 07/14/2014                      75.39

001   SECURE NETWORKS LLC                       142319 08/05/2014 07/29/2014                    350.00 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-092-698     FIREWALL MAINT-SOUTH FD     2140       07/24/2014                     350.00

001   UNIV OF MS/MS JUDICIAL COLLEGE            142322 08/05/2014 07/30/2014                    100.00 ____________________
                       Account Number    Description                Invoice #    Date    P.O.     Amount
                        001-010-681     2014 JUDICIAL DEV:DAVIS,D   09092014   08/15/2014                     100.00
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001   DONNA K DAVIS                                142323 08/05/2014 07/30/2014                       123.00 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-010-681     PER DIEM:COURT CLERK TRNG     09092014    07/22/2014                        123.00

001   JACKSON MARRIOTT                             142324 08/05/2014 07/30/2014                        85.00 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-010-681     D DAVIS: 09/09/2014 MJC       90325128    07/24/2014                         85.00

001   CITY OF MOSS POINT                           142325 08/05/2014 07/30/2014                     1,110.00 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-161-681     FF TRAINING COSTS:LOVETT,C    REIMBURSE   07/15/2014                      1,110.00

001   COMPANION PROPERTY & CASUALTY GROUP          142326 08/05/2014 07/30/2014                     7,649.00 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-092-625     COMMERCIAL PROPERTY           0003631775 08/04/2014                       7,649.00

001   FOSTER'S AIR CONDITIONING & HEATING INC      142327 08/05/2014 07/30/2014                       540.50 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-092-635     REPL BAD START KIT:ECO DEV    154278      07/01/2014                        233.00
                   001-092-635     ESA CLEANING-CITY HALL        P944625     07/10/2014                        307.50

001   FUELMAN OF MS                                142328 08/05/2014 07/30/2014                     3,463.08 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-090-525     UNL FUEL                      NP41775840 07/14/2014                          87.58
                   001-100-525     UNL FUEL                      NP41775840 07/14/2014                       2,799.27
                   001-161-525     UNL & DSL FUEL                NP41775840 07/14/2014                         342.41
                   001-170-525     UNL FUEL                      NP41775840 07/14/2014                         104.26
                   001-205-525     UNL FUEL                      NP41775840 07/14/2014                         129.56

001   FUELMAN OF MS                                142332 08/05/2014 07/30/2014                     3,988.44 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-090-525     UNL FUEL                      NP41814163 07/21/2014                         144.21
                   001-092-525     UNL FUEL                      NP41814163 07/21/2014                          60.73
                   001-100-525     UNL FUEL                      NP41814163 07/21/2014                       3,000.09
                   001-161-525     UNL & DSL FUEL                NP41814163 07/21/2014                         499.20
                   001-170-525     UNL FUEL                      NP41814163 07/21/2014                         222.32
                   001-205-525     UNL FUEL                      NP41814163 07/21/2014                          61.89

001   FUELMAN OF MS                                142334 08/05/2014 07/30/2014                     4,152.55 ____________________
                  Account Number     Description                 Invoice #    Date     P.O.      Amount
                   001-090-525     UNL FUEL                      NP41857657 07/28/2014                          59.75
                   001-092-525     UNL FUEL                      NP41857657 07/28/2014                         120.45
                   001-100-525     UNL FUEL                      NP41857657 07/28/2014                       3,309.32
                   001-161-525     DSL FUEL                      NP41857657 07/28/2014                         338.07
                   001-170-525     UNL FUEL                      NP41857657 07/28/2014                         132.54
                   001-205-525     UNL & DSL FUEL                NP41857657 07/28/2014                         192.42
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001   ROBERT JONES,CUSTODIAN                 142337 08/05/2014 07/30/2014                    101.47 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-161-682     STATE REGISTRY: KILLEN,E     06192014  07/24/2014                   37.50
                   001-161-682     STATE REGISTRY: HILL, J      06192014  07/24/2014                   35.00
                   001-161-638     TITLE VEHICLE: C33           07172014  07/24/2014                    9.00
                   001-161-500     BINDER:MCCOY                 07232014  07/24/2014                   19.97

001   CINDY RUSSELL,CUSTODIAN                142338 08/05/2014 07/30/2014                    119.62 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-040-559     BADGE SUPPLIES               10032013  07/11/2014                   12.62
                   001-040-559     VEHICLE TAGS (2)             10022013  07/11/2014                   80.00
                   001-040-559     VEHICLE TITLES (3)           02112014  07/11/2014                   27.00

001   PITNEY BOWES PURCHASE POWER            142339 08/05/2014 07/30/2014                    621.00 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-092-607     POSTAGE METER                20060869  07/20/2014                  621.00

001   POWELL CONSTRUCTION SERVICE'S INC      142340 08/05/2014 07/30/2014                  2,773.44 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-201-576     SIGNAL:MB/G-V (STORM DAMAGE) 0781      04/19/2014                1,971.40
                   001-201-576     SIGNALS:OST,G-V,LADNIER      0800      07/19/2014                  802.04

001   SINGING RIVER E.P.A.                   142341 08/05/2014 07/30/2014                    440.27 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-161-631     BROWN FD     95237002        07122014  07/23/2014                  105.68
                   001-161-631     MARTIN BLUFF FD   58380001   07132014  07/24/2014                  275.78
                   001-201-629     SIGNAL LIGHTS     17546      07132014  07/24/2014                   35.31
                   001-092-631     CITY LIMIT SIGN   17546      07132014  07/24/2014                   23.50

001   SINGING RIVER E.P.A.                   142342 08/05/2014 07/30/2014                  9,514.37 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-201-633     STREET LIGHTING              07162014  07/25/2014                4,995.12
                   001-201-629     SIGNAL LIGHTS                07162014  07/25/2014                1,116.34
                   001-092-631     CITY HALL                    07162014  07/25/2014                1,481.16
                   001-170-631     FRAZIER PARK                 07162014  07/25/2014                   48.13
                   001-170-631     SENIOR BLDG                  07172014  07/25/2014                  734.59
                   001-161-631     CENTRAL FD                   07162014  07/25/2014                  495.01
                   001-170-631     CITY PARK                    07162014  07/25/2014                  198.28
                   001-092-631     PUBLIC WORKS                 07162014  07/25/2014                  422.24
                   001-092-631     HWY 90 SIGN                  07162014  07/25/2014                   23.50

001   SINGING RIVER E.P.A.                   142343 08/05/2014 07/30/2014                  3,006.75 __________________
                  Account Number    Description                 Invoice #   Date   P.O.     Amount
                   001-100-631     POLICE STATION    66298004   07162014  07/25/2014                1,960.81
                   001-161-631     SOUTH FD          76008001   07172014  07/28/2014                  276.53
                   001-201-629     SIGNAL LIGHT      89113001   07162014  07/25/2014                   55.25
                   001-170-631     CITY PARK RESTRMS 89912001   07162014  07/25/2014                   82.06
                   001-201-633     STREET LIGHTS     90345002   07162014  07/25/2014                  309.08
                   001-092-631     RECORDS BLDG      90790001   07162014  07/25/2014                  250.73
                   001-092-631     DIGITAL SIGN      97127001   07162014  07/25/2014                   72.29
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001   SINGING RIVER E.P.A.                       142344 08/05/2014 07/30/2014                     872.63 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-201-633       DOLPHIN ST      94987002        07162014   07/25/2014                       106.82
                   001-201-633       DOLPHIN ST      94988002        07162014   07/25/2014                       120.99
                   001-201-633       DOLPHIN ST      94989002        07162014   07/25/2014                        23.50
                   001-201-633       DOLPHIN ST      94990002        07162014   07/25/2014                       621.32

001   SINGING RIVER E.P.A.                       142345 08/05/2014 07/30/2014                   1,528.79 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-170-631       BACOT PARK      10137           07172014   07/28/2014                     1,398.20
                   001-201-629       SIGNAL LIGHTS  10138            07172014   07/28/2014                       130.59

001   SOUTHERN PEST CONTROL INC                  142351 08/05/2014 07/30/2014                     373.30 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-092-698       CITY FACILITIES                 278731     07/15/2014                       333.30
                   001-092-698       SERVICE: ECO DEV DEPT           278943     07/17/2014                        40.00

001   LLOYD B MARSHALL, JR. CPA                  142352 08/05/2014 07/30/2014                     170.00 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-092-600       FINAL PMT FY 2013               12         07/29/2014                       170.00

001   STAPLES CREDIT PLAN                        142353 08/05/2014 07/30/2014                     172.23 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-205-559       BROTHER PRINTER                 11343      06/19/2014                        99.99
                   001-205-559       BROTHER INK CARTRIDGES          11343      06/19/2014                        72.24

001   THE SUN HERALD                             142354 08/05/2014 07/30/2014                      45.46 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-040-615       BID AD: BUCKET TRUCK            T541094111 06/29/2014                        45.46

001   ALABAMA MEDIA GROUP                        142355 08/05/2014 07/30/2014                     274.12 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-040-615       RFP: DEBRIS MONITORING          6103563    06/01/2014                       116.16
                   001-040-615       RFP: DEBRIS REMOVAL             6103570    06/01/2014                       113.96
                   001-040-615       BID AD: BUCKET TRUCK            6112566    06/29/2014                        44.00

001   ALABAMA MEDIA GROUP                        142386 08/05/2014 07/31/2014                      63.68 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-092-550       NOTICE:SMOKE FREE ORDINANCE     0006109227 06/11/2014  140825                 9.84
                   001-090-615       NOTICE:SIGN OVERLAY DISTICT     0006109229 06/11/2014  140823                 9.84
                   001-040-615       BID NOTICE:BUCKET TRUCK         0006112566 06/29/2014  140797                44.00

001   CAN'T MISS EMBROIDERY/CITY SPORTS CTR.     142387 08/05/2014 07/31/2014                     257.97 ____________________
                  Account Number       Description                   Invoice #    Date    P.O.       Amount
                   001-100-535       COG POLICE DEPT LOGO            15281      07/08/2014  140866                77.97
                   001-100-535       COG POLICE POLO (15)            15281      07/08/2014  140866               180.00
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001   TEAM ONE COMMUNICATIONS, INC              142388 08/05/2014 07/31/2014                      516.00 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-100-639       BATTERY:XTS1500 RADIO (4)     182729      07/25/2014  140959                316.00
                  001-100-639       BATTERY:MTX8250 RADIO (4)     182729      07/25/2014  140959                200.00

001   REYNOLDS WHOLESALE CO.                    142389 08/05/2014 07/31/2014                    1,031.22 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-170-559       #248 CS HS TISSUES (4)        42117       07/14/2014  140907                138.00
                  001-170-559       #1508 CS BROWN TOWEL (4)      42117       07/14/2014  140907                 79.80
                  001-170-559       HAND SOAP 4 GAL               42117       07/14/2014  140907                 43.80
                  001-170-559       4 GAL NABC CLEANER            42117       07/14/2014  140907                 43.80
                  001-170-559       CS LATEX PF GLOVES XL (1)     42117       07/14/2014  140907                 59.50
                  001-170-559       TRIGGER SPRAY BOTTLE (6)      42117       07/14/2014  140907                  8.94
                  001-170-559       200-38X58 CAN LINERS          42117       07/14/2014  140907                 65.90
                  001-092-510       #410010 CS HS TISSUE (4)      42032       07/07/2014  140895                154.00
                  001-092-510       12/CAN 19 OZ. LYSOL SPRAY     42032       07/07/2014  140895                 68.28
                  001-092-510       IMP1550-5 TOILET FLOORMAT (6) 42032       07/07/2014  140895                 63.30
                  001-092-510       150 33X39 W CAN LINERS        42032       07/07/2014  140895                 36.90
                  001-092-510       500 24X33 W CAN LINERS        42032       07/07/2014  140895                 43.90
                  001-092-510       #6311 RCP TOILET BOWL HOLDERS 42032       07/07/2014  140895                  4.70
                  001-092-510       #1508 CS BROWN TOWELS (6)     42032       07/07/2014  140895                119.70
                  001-092-510       #349012 CS PAPER TOWELS (3)   42032       07/07/2014  140895                 77.70
                  001-092-510       12" HAND HELD DUST PAN (2)    42032       07/07/2014  140895                  9.50
                  001-092-510       DAWN DISHWASHING LIQUID GAL   42032       07/07/2014  140895                 13.50

001   ACTION PRINTING CENTER INC                142391 08/05/2014 07/31/2014                       72.50 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-021-500       BUSINESS CARDS: ABELL,S       83406       07/15/2014  140914                 72.50

001   NEWELL PAPER COMPANY                      142392 08/05/2014 07/31/2014                       73.44 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-092-510       #30966 CLOROX (6)             818031      07/15/2014  140698                 16.80
                  001-092-510       707-0466 TRUCK BRUSH          819154      07/29/2014  140957                 37.50
                  001-092-510       707-0601 HANDLE               819154      07/29/2014  140957                 19.14

001   GULF COAST BUSINESS SUPPLY CO.            142393 08/05/2014 07/31/2014                       95.29 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-092-510       48-LOD-WH-100 CAN LINERS (3)  88952       07/07/2014  140848                 44.97
                  001-092-510       PINE-1-4502-29 (8)            88952       07/07/2014  140848                 50.32

001   SUNBELT FIRE, INC.                        142395 08/05/2014 07/31/2014                      806.96 __________________
                 Account Number      Description                  Invoice #    Date      P.O.      Amount
                  001-161-639       SOLUTION-SENST BITREX (2)     86139       07/15/2014  140701                 51.00
                  001-161-639       SHIPPING                      86139       07/15/2014  140701                  5.00
                  001-161-639       SCBA REPAIR 10087295 (3)      105242      07/18/2014  140928                501.84
                  001-161-639       SCBA REPAIR 10087301 (3)      105242      07/18/2014  140928                159.12
                  001-161-639       2 HOURS LABOR                 105242      07/18/2014  140928                 90.00
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001   PASCAGOULA TIRE & SERVICE                  142398 08/05/2014 07/31/2014                        485.52 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-100-638      SET FS FIREHAWK GTX UNIT 50    59749      07/08/2014  140894                  485.52

001   DIXIE GLASS & TRIM INC                     142399 08/05/2014 07/31/2014                        315.75 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-092-635      REPL LOBBY RECEPTION WINDOW    I030341    07/28/2014  140912                  315.75

001   STAPLES BUSINESS ADVANTAGE DEPT ATL        142402 08/05/2014 07/31/2014                        661.07 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-090-500      PRE INKED STAMP: BLDG INSP    3235667867 07/04/2014  140833                    48.75
                   001-090-559      STAPLES RED FOLDERS (5)       3236410124 07/11/2014  140899                    72.70
                   001-090-559      STAPLES BLUE FOLDERS (5)      3236410124 07/11/2014  140899                    72.70
                   001-090-559      STAPLES CD HOLDER             3236410119 07/11/2014  140900                    26.15
                   001-090-559      M BY STAPLES NOTEBOOK         3236410119 07/11/2014  140900                     9.38
                   001-090-559      MMF INDUSTRIES BOOK ENDS      3236410119 07/11/2014  140900                     6.90
                   001-090-559      10PK BUSINESS CARD PAGES (4)  3236410119 07/11/2014  140900                    13.50
                   001-090-559      HP TONER CART MAGENTA         3236410119 07/11/2014  140900                   119.99
                   001-090-559      HP TONER CART CYAN            3236410119 07/11/2014  140900                   119.99
                   001-090-559      HP TONER CART YELLOW          3236410119 07/11/2014  140900                   119.99
                   001-090-559      SOFTTALK CORD DETANGLER       3236410122 07/11/2014  140900                     3.77
                   001-040-500      LEGAL EXP WALLET 10PK         3237280452 07/22/2014  140933                    45.32
                   001-040-500      WESTCOTT 8" SCISSORS 3PK      3237280453 07/22/2014  140933                     1.93

001   DIGITAL ALLY INC                           142404 08/05/2014 07/31/2014                        190.00 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-100-559      135-0035 RMT BATTERY (3)       1067669    07/18/2014  140926                   90.00
                   001-100-559      135 0036 LI-LON BATTERY (3)    1067669    07/18/2014  140926                   90.00
                   001-100-559      FREIGHT CHARGES                1067669    07/18/2014  140926                   10.00

001   WATCHGUARD VIDEO                           142407 08/05/2014 07/31/2014                      4,820.00 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-100-799      CAR CAMERA SYSTEM UNIT 21     4ELXINV512 06/25/2014  140810                 4,820.00

001   SAFETY KLEEN                               142408 08/05/2014 07/31/2014                        425.00 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-205-559      YELLOW SAFETY CONTAINER        62576485   06/04/2014  140719                  425.00

001   THE SUN HERALD                             142412 08/05/2014 07/31/2014                         98.26 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-040-615      BID AD: PW BUILING RENO        00177663   07/23/2014  140951                   98.26

001   AUDIOWAVE INC                              142413 08/05/2014 07/31/2014                        430.00 ____________________
                  Account Number      Description                 Invoice #    Date     P.O.      Amount
                   001-100-639      INSTALL CAR CAMERA UNIT 21     A41926     07/10/2014  140865                  290.00
                   001-022-638      WINDOW TINT/LABOR CROWN VIC    A42147     07/29/2014  140965                  140.00

FUND TOTAL   1 Claims        to        Checks     50 Total     56,168.26 Manual              Held              Total     56,168.26
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130   THE LPA GROUP INCORPORATED                  142356 08/05/2014 07/30/2014                  15,120.47 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-770     ENGINEERING-M BLUFF            21         07/16/2013                     15,120.47

130   GULF COAST BUSINESS SUPPLY CO.              142394 08/05/2014 07/31/2014                      91.56 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-756     800 ML SER DISPENSER (4)       88962.1    07/10/2014  140889                 91.56

130   CUPIT SIGNS INC                             142405 08/05/2014 07/31/2014                     465.98 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-756     4X4 SS METAL: SEAL             10454      07/28/2014  140883                256.00
                    130-130-756     14X120 SS METAL: WEST          10454      07/28/2014  140883                186.99
                    130-130-756     6" LETTERS                     10454      07/28/2014  140883                 22.99

130   BARGAIN FURNITURE                           142409 08/05/2014 07/31/2014                   3,336.00 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-756     706-03-25 RECLINER (4)         06052014   07/30/2014  140821                852.00
                    130-130-756     2753 5PC DINETTE               06052014   07/30/2014  140821                298.00
                    130-130-756     4 DELIGHT TWIN XL MATT ONLY    06052014   07/30/2014  140821                714.00
                    130-130-756     4 PC3391 CAPT BED W/6 DRWRS    06052014   07/30/2014  140821              1,472.00

130   INTERSTATE PRODUCTS, INC                    142410 08/05/2014 07/31/2014                     664.71 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-756     FLAMMABLE STORAGE CABINET      9175       07/10/2014  140887                487.01
                    130-130-756     DELIVERY CHARGE                9175       07/10/2014  140887                177.70

130   JAMESTOWN ADVANCED PRODUCTS                 142411 08/05/2014 07/31/2014                     202.00 ____________________
                   Account Number     Description                  Invoice #    Date     P.O.      Amount
                    130-130-756     STD PARK GRILL W/3 1/2 OD POST 54301      07/11/2014  140890                125.00
                    130-130-756     SHIPPING                       54301      07/11/2014  140890                 77.00

FUND TOTAL 130 Claims         to        Checks      6 Total     19,880.72 Manual              Held             Total      19,880.72
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160   MERCHANTS & MARINE BANK                    142357 08/05/2014 07/30/2014                      17,747.28 ____________________
                   Account Number       Description                 Invoice #    Date    P.O.       Amount
                    160-161-815        COMMAND VEHICLE PMT 1         320218     07/11/2014                     17,747.28

FUND TOTAL 160 Claims          to         Checks      1 Total      17,747.28 Manual              Held              Total      17,747.28
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176   ENTERPRISE FUND                            142312 08/05/2014 07/28/2014                        541.47 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-632     SERVICE 6/13-7/15/14           872968      08/19/2014                        541.47

176   AT&T                                       142316 08/05/2014 07/28/2014                        135.52 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-605     MONTHLY SERVICE                2284972244 07/14/2014                         135.52

176   AT&T                                       142317 08/05/2014 07/28/2014                        191.43 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-605     MONTHLY SERVICE                2284970676 07/14/2014                          81.43
                     176-170-605     JUL 2014 DSL                   2284970676 07/14/2014                         110.00

176   FUELMAN OF MS                              142329 08/05/2014 07/30/2014                         98.69 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-525     UNL FUEL                       NP41775840 07/14/2014                          98.69

176   FUELMAN OF MS                              142333 08/05/2014 07/30/2014                         65.78 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-525     UNL FUEL                       NP41814163 07/21/2014                          65.78

176   FUELMAN OF MS                              142335 08/05/2014 07/30/2014                         68.35 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-525     UNL FUEL                       NP41857657 07/28/2014                          68.35

176   SINGING RIVER E.P.A.                       142346 08/05/2014 07/30/2014                      2,683.27 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-631     PARK FACILITIES  76854002      07172014    07/28/2014                      2,272.77
                     176-170-631     HOUSE            76855002      07172014    07/28/2014                        410.50

176   REYNOLDS WHOLESALE CO.                     142390 08/05/2014 07/31/2014                         47.90 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-559     CS BROWN ROLL TOWELS (2)       42128       07/15/2014  140911                 47.90

176   FOSTER'S AIR CONDITIONING & HEATING INC   142396 08/05/2014 07/31/2014                        301.00 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-635     REPAIR TRAILER UNIT            W946723     07/01/2014  140849                301.00

176   MINGLEDORFF'S INC                          142406 08/05/2014 07/31/2014                          5.95 ____________________
                   Account Number      Description                  Invoice #    Date    P.O.       Amount
                     176-170-559     CONTACTOR FOR A/C: OFFICE      5361212-00 07/02/2014  140954                   5.95

FUND TOTAL 176 Claims          to         Checks     10 Total       4,139.36 Manual              Held             Total      4,139.36
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                                                      Trans  Release    Claim     Claim    Check      Claim
Fund    Name of Claimant                                #     Date      Date      Number   Number     Amount    Approved/Disapproved
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400   BAY ICE                                        142255 08/05/2014 07/14/2014                        185.65 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-651-559       REFILL ICE 45 @ .79             513540      06/19/2014                      35.55
                   400-651-559       REFILL ICE 80 @ .79             513647      06/30/2014                      63.20
                   400-651-559       REFILL ICE 60 @ .79             514063      07/07/2014                      47.40
                   400-651-559       REFILL ICE 50 @ .79             514100      07/10/2014                      39.50

400   AT&T                                           142284 08/05/2014 07/17/2014                         60.10 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-650-605       MONTHLY SERVICE                 2284972276 07/06/2014                       60.10

400   DELTA COMPUTER SYSTEMS INC                     142286 08/05/2014 07/17/2014                        290.00 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-650-698       UTILITY SOFTWARE MAINT          MN104648    07/15/2014                     240.00
                   400-650-698       WORK ORDER SOFTWARE MAINT       MN104648    07/15/2014                      50.00

400   CITY OF GAUTIER                                142287 08/05/2014 07/16/2014                     43,427.11 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-680-821       ST LNS #3 90/57 SWR             07092014    07/16/2014                   7,877.45
                   400-680-822       ST LNS #4 90/57 WTR             07092014    07/16/2014                  10,948.67
                   400-680-822       ST LNS #4 90/57 SWR             07092014    07/16/2014                   9,019.22
                   400-680-823       ST LNS #5 ALLEN RD              07092014    07/16/2014                   2,149.95
                   400-680-824       ST LNS #6 OLD SPAN TR           07092014    07/16/2014                   3,765.83
                   400-680-825       ST LNS #7 OLD SPAN TR           07092014    07/16/2014                   9,665.99

400   IRBY'S ANSWERING SERVICE                       142289 08/05/2014 07/22/2014                        275.25 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-650-698       SERVICE 07/16-08/12/14          277-071614 07/16/2014                      275.25

400   CABLE ONE                                      142304 08/05/2014 07/23/2014                         65.10 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-651-698       JULY 2014:23421-132488-01-8     07272014    07/20/2014                      65.10

400   AT&T                                           142313 08/05/2014 07/28/2014                         66.71 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-650-605       MONTHLY SERVICE                 2284975234 07/14/2014                       66.71

400   AT&T                                           142314 08/05/2014 07/28/2014                         59.21 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-650-605       MONTHLY SERVICE                 2284974594 07/14/2014                       59.21

400   FUELMAN OF MS                                  142330 08/05/2014 07/30/2014                        125.02 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-651-525       UNL FUEL                        NP41775840 07/14/2014                      125.02

400   FUELMAN OF MS                                  142331 08/05/2014 07/30/2014                        101.02 ____________________
                 Account Number       Description                   Invoice #    Date     P.O.       Amount
                   400-651-525       UNL FUEL                        NP41814163 07/21/2014                      101.02
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                                              Trans  Release   Claim     Claim   Check      Claim
Fund    Name of Claimant                        #      Date     Date     Number  Number     Amount     Approved/Disapproved
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400   FUELMAN OF MS                           142336 08/05/2014 07/30/2014                      53.92 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-651-525   UNL FUEL                       NP41857657 07/28/2014                       53.92

400   SINGING RIVER E.P.A.                    142347 08/05/2014 07/30/2014                   1,740.61 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-651-631   SCHOONER WELL  20688           07092014   07/21/2014                      748.49
                   400-651-631   LIFT STATIONS  20688           07092014   07/21/2014                      162.83
                   400-651-631   LIFT STATIONS  20649           07122014   07/23/2014                      613.76
                   400-651-631   LIFT STATIONS  28779           07112014   07/23/2014                      125.31
                   400-651-631   LIFT STNS      89627001        07132014   07/24/2014                       66.72
                   400-651-631   LIFT STNS      89702001        07132014   07/24/2014                       23.50

400   SINGING RIVER E.P.A.                    142348 08/05/2014 07/30/2014                   3,767.32 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-651-631   LIFT STNS    17881             07132014   07/24/2014                    1,982.10
                   400-651-631   WATER WELLS  17881             07132014   07/24/2014                    1,785.22

400   SINGING RIVER E.P.A.                    142349 08/05/2014 07/30/2014                   8,773.56 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-651-631   LIFT STATIONS    17882         07162014   07/25/2014                    2,123.27
                   400-651-631   WATER WELLS      17882         07162014   07/25/2014                    4,850.64
                   400-651-631   CITY HALL SOUTH  17882         07162014   07/25/2014                    1,799.65

400   SINGING RIVER E.P.A.                    142350 08/05/2014 07/30/2014                   3,971.93 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-651-631   LIFT STNS  17875               07172014   07/28/2014                      216.32
                   400-651-631   LIFT STNS  17884               07172014   07/28/2014                    1,430.71
                   400-651-631   LIFT STNS  17883               07172014   07/28/2014                    1,777.94
                   400-651-631   WATER WELL 17883               07172014   07/28/2014                      546.96

400   FIRST NATIONAL BANK TRUST DEPT          142358 08/05/2014 07/30/2014                  66,650.00 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-680-803   SEP 2014 INTEREST PMT          09012014   07/15/2014                   66,650.00

400   2012 GUD BONDS DEBT SERVICE             142359 08/05/2014 07/30/2014                 116,316.67 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-680-816   AUG 2014 PRN PMT               08012014   07/31/2014                  104,166.67
                   400-680-817   AUG 2014 INT PMT               08012014   07/31/2014                   12,150.00

400   CITY OF GAUTIER                         142360 08/05/2014 07/30/2014                 186,801.36 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-000-104   JUN 2014 GARBAGE PMTS          06302014   06/30/2014                   97,249.55
                   400-000-104   JUL 2014 GARBAGE PMTS          07232014   07/23/2014                   89,551.81

400   ARISTA INFORMATION SYSTEMS INC          142361 08/05/2014 07/30/2014                   1,786.35 ____________________
                 Account Number    Description                  Invoice #   Date     P.O.     Amount
                   400-650-698   JUN 2014 STATEMENTS            17290      07/11/2014                      786.35
                   400-650-698   JUN 2014 POSTAGE               1425201407 07/11/2014                    1,000.00
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                                                Trans  Release    Claim     Claim    Check      Claim
Fund     Name of Claimant                         #      Date      Date     Number   Number     Amount     Approved/Disapproved
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400   AMERICAN TANK MAINTENANCE LLC              142362 08/05/2014 07/30/2014                      18,500.00 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-698     CENTRAL: WASHOUT INSPECTION   GAUTIER001 07/10/2014                      3,500.00
                     400-651-698     MALL: FOUNDATION GROUT REPR   GAUTIER001 07/10/2014                      1,000.00
                     400-651-698     MALL: REPAIR TARGET GAUGE     GAUTIER001 07/10/2014                      1,000.00
                     400-651-698     MALL: VISUAL INSPECTION       GAUTIER001 07/10/2014                      1,000.00
                     400-651-698     MBLUFF: WASHOUT INSPECTION    GAUTIER001 07/10/2014                      2,500.00
                     400-651-698     LARK: REPLACE LADDERGATE      GAUTIER001 07/10/2014                      1,500.00
                     400-651-698     HWY 57: EXTERIOR RENOVATION   GAUTIER001 07/10/2014                      8,000.00

400   MICRO METHODS INC                          142397 08/05/2014 07/31/2014                         104.00 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-667     2 WATER SAMPLES: COLLEGE PARK 1407486186 07/25/2014  140960                 52.00
                     400-651-667     WATER SAMPLE:WESTGATE WELL    1407486186 07/25/2014  140960                 52.00

400   SOUTHERN WATERWORKS SUPPLY, INC            142400 08/05/2014 07/31/2014                       2,231.52 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-581     LID ONLY (METER)              54270      07/08/2014  140727              1,237.50
                     400-651-581     2" PVC RUBBER CPLG (10)       54313      07/08/2014  140828                 21.80
                     400-651-581     4" PVC RUBBER CPLG (12)       54313      07/08/2014  140828                 44.28
                     400-651-581     1" MCDONALD BRASS TEE CTS (6) 54313      07/08/2014  140828                233.88
                     400-651-581     1X3/4X1 CURB STOP CTSXCTS (4) 54313      07/08/2014  140828                284.64
                     400-651-581     3/4 BRASS CPLG CTSXFIP (8)    54313      07/08/2014  140828                 98.80
                     400-651-581     3/4 BRASS METER CPLG (12)     54313      07/08/2014  140828                 80.88
                     400-651-581     1X3 JCM FULL CIRCLE CLAMP (6) 54313      07/08/2014  140828                 87.36
                     400-651-581     1X6 JCM FULL CIRCLE CLAMP (6) 54313      07/08/2014  140828                142.38

400   SECURE NETWORKS LLC                        142401 08/05/2014 07/31/2014                       1,077.00 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-500     OPTIPLEX 3020 (D BROWN)       2136       07/22/2014  140801              1,077.00

400   STAPLES BUSINESS ADVANTAGE DEPT ATL        142403 08/05/2014 07/31/2014                         122.41 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-500     BLUE LEGAL FOLDERS  (3)       3236932157 07/18/2014  140927                 43.62
                     400-651-500     HP OFFICEJET PRO 8610         3236742667 07/15/2014  140903                149.99
                     400-651-500     STANDARD STAPLES/5PK          3236742667 07/15/2014  140903                  2.99
                     400-651-500     HP 951XL BK-COLOR 4PK         3236742667 07/15/2014  140903                 93.99
                     400-651-500     CANON PG-30 BLACK INK         3236742667 07/15/2014  140903                 14.21
                     400-651-500     CANON CL-31 COLOR INK         3236742667 07/15/2014  140903                 17.57
                     400-651-500     CREDIT:RTN CANON INK          3236290999 07/09/2014  140903               -199.96

400   RED RIVER SPECIALTIES, INC                 142414 08/05/2014 07/31/2014                         240.00 ____________________
                   Account Number       Description                Invoice #    Date     P.O.     Amount
                     400-651-559     ALECTO 41S (4)                477920     07/15/2014  140909                240.00

FUND TOTAL 400 Claims          to         Checks     25 Total     456,791.82 Manual              Held               Total     456,791.82
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                                                Trans  Release    Claim     Claim   Check     Claim
Fund     Name of Claimant                         #      Date      Date     Number  Number    Amount    Approved/Disapproved
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405   TRI-STAR                                 142363 08/05/2014 07/30/2014                     1,090.00 ____________________
                   Account Number      Description                 Invoice #    Date    P.O.       Amount
                    405-677-695      DEBRIS RMVL: 3677 MACKERAL    0709201401 07/09/2014                       125.00
                    405-677-695      DEBRIS RMVL: 3677 MACKERAL    0709201402 07/09/2014                       965.00

FUND TOTAL 405 Claims         to        Checks      1 Total      1,090.00 Manual            Held          Total      1,090.00
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                                                  Docket of Claims
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                                                  Trans  Release   Claim     Claim   Check    Claim
Fund    Name of Claimant                            #      Date     Date     Number  Number   Amount    Approved/Disapproved
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449  MACHADO PATANO PLLC                         142369 08/05/2014 07/30/2014                  7,164.80 __________________
                  Account Number       Description             Invoice #    Date    P.O.      Amount
                   449-607-721      ARCHITECT FEES: PW RENO      6223      07/15/2014                   7,164.80

FUND TOTAL 449 Claims          to        Checks      1 Total      7,164.80 Manual              Held             Total      7,164.80
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                                                  Docket of Claims
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SUMMARY OF ALL FUNDS

      FUND   1 Claims          to          Checks      50 Total       56,168.26 Manual                Held                Total      56,168.26

      FUND 130 Claims          to          Checks       6 Total       19,880.72 Manual                Held                Total      19,880.72

      FUND 160 Claims          to          Checks       1 Total       17,747.28 Manual                Held                Total      17,747.28

      FUND 176 Claims          to          Checks      10 Total        4,139.36 Manual                Held                Total       4,139.36

      FUND 400 Claims          to          Checks      25 Total      456,791.82 Manual                Held                Total     456,791.82

      FUND 405 Claims          to          Checks       1 Total        1,090.00 Manual                Held                Total       1,090.00

      FUND 449 Claims          to          Checks       1 Total        7,164.80 Manual                Held                Total       7,164.80
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                 Total for all Funds       Checks      94 Total      562,982.24 Manual                Held                Total     562,982.24
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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 179-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 are hereby approved.

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

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

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

NAYS: **None**

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

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

ORDER NUMBER 180-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donations in the amount of $600.00 for Shepard Park Archery Range are hereby approved.

Donors	Amounts
Supervisor Manly Barton	$100.00
Senator Michael Watson	$100.00
Senator Brice Wiggins	$100.00
Representative John Read & Charles Busby	$200.00
Representative Jeramey D. Anderson	$100.00
Total	$600.00

IT IS FURTHER ORDERED that the monetary donations are in the "best interest" of the City of Gautier.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

Tricia Thigpen

From:	Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent:	Tuesday, July 22, 2014 8:15 AM
To:	Cindy Russell
Cc:	tthigpen@gautier-ms.gov
Subject:	Shepard Park Archery Range

Please place on the Consent Agenda to accept donations from the following for Shepard Park Archery Range.

Supervisor Manly Barton	100.00
Senator Michael Watson	100.00
Senator Brice Wiggins	100.00
Representative John Read & Charles Busby	200.00
Representative Jeramey D. Anderson	100.00

Thanks,
Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8000 Ext. 306
Cell: 228-219-7644
www.gautier-ms.gov

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

ORDER NUMBER 181-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Probation Services, Inc. contract for probation supervision and rehabilitation services for Municipal Court is hereby approved.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Russell, City Clerk

Date: July 29, 2014

Subject: Professional Probation Services Inc. Contract for Municipal Court

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REQUEST:
The City Clerk Department requests City Council approval of the probation services contract between Professional Probation Services Inc. and the City of Gautier.

BACKGROUND:
Proposals for the probation services were opened by the Purchasing Department on March 13, 2014 at 2:00 p.m. On June 17, 2014 Mayor and Council held a work session to discuss probation services for the Gautier Municipal Court. This services is to provide professional court services and sentencing alternatives to the court, community, and offender in the ethical and effective manner while promoting public safety, encouraging success, and improving lives at no cost to the taxpayer.

During the work session Mayor and Council decided to direct Judge Thornton to forward delinquent cases to Professional Probation Service Inc., ninety (90) days after their court appearance has been met and no fees collected. The City Council authorized the City Manager to proceed negotiating terms, therefore a contract has been prepared for Council's approval.

RECOMMENDATION:
City staff recommends that City Council approve the contract between Professional Probation Services Inc. and the City of Gautier. .

The City Council may:

1. Approve the contract for Professional Probations Services Inc. for Municipal Court; or
2. Disapprove the contract for Professional Probations Services Inc. for Municipal Court.

ATTACHMENT(S):
Contract for Professional Probation Services, Inc.
Specifications for Professional Probation Services, Inc.

STATE OF MISSISSIPPI

CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this 5th day of August, 20 14, by and between the GAUTIER MUNICIPAL COURT, Gautier, Mississippi (hereinafter referred to as the "COURT") and PROFESSIONAL PROBATION SERVICES, INC. (hereinafter referred to as "PPSI"), to be approved as to form by the Council, City Manager, and Judge of the City of Gautier, Mississippi (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the Court and City recognize their mutual responsibilities to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the Court with the approval of the City; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COURT

The Court shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

A. Comply with the standards and qualifications as set forth by the Court.

B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services and Fee Schedule attached hereto, and incorporated herein by reference.

C. Provide such services as specifically set forth in the Specifications for Probation Services and Fee Schedule, for reference for the provisions of services to offenders under the jurisdiction of the Court.

D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services and Fee Schedule.

E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured, locked room.

F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.

G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.

H. Make fiscal and program records available within three (3) working days for review and maintain financial records reflective of good business practice.

I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.

J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services and Fee Schedule attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services and Fee Schedule unless it is approved in advance by the Court.

K. Submit a monthly written report to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the fifth day of the following month.

L. Tender all Court fines, cost and restitution ordered and collected from the offender to the City on a bi-weekly basis. Payments to be submitted electronically by an interface with Syscon case management court software.

M. Comply with all laws regarding confidentiality of offender records.

N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand ($100,000.00) dollars as surety for the satisfactory performance of the Contract.

O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the ____ day of _________, 2014, and shall continue until the _____ day of ______________________,_______, provided that the Contract shall automatically renew for additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein.

Notwithstanding anything herein to the contrary, this Contract may be terminated by the Court at any time, with or without cause, upon sixty (60) days prior written notice of intent to terminate delivered to PPSI. PPSI may terminate this contract at any time, with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the Court and City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services and Fee Schedule, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services and Fee Schedule shall be obligations of the City.

DEFICIENCIES IN SERVICE

In the event the Court or City determines there are deficiencies in the service and work provided by PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted for resolution to the Chief Judge or his/her appointee of the Gautier City Court.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon three (3) working days prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal audit for any fiscal year within the last two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	-	Statutory
Bodily Injury Liability	-	$ 100,000 each accident
	-	$ 500,000 each occurrence
General Liability	-	$1,000,000 each occurrence
Personal & Advertising Injury	-	$1,000,000 each occurrence
Professional Liability	-	$1,000,000 each occurrence

PPSI shall provide proof upon request by either the City or the Court as to the existence of the insurance policies.

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Court, City, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the Court: ______________________________
____
____

As to PPSI:
John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

CITY OF GAUTIER

____
SAMANTHA ABELL, CITY MANAGER

ATTEST:

PROFESSIONAL PROBATION SERVICES, INC.

____
JOHN C. COX, PRESIDENT (SEAL)

ATTEST:

DATE OF EXECUTION:

APPROVED:

____
CYNTHIA L. RUSSELL, CITY CLERK
GAUTIER, MISSISSIPPI

DATE OF EXECUTION:

Specifications for Probation Services and Fee Schedule
Gautier, Mississippi

Basic Probation Supervision	**$40.00** per month; No set up fee
Pay Only Supervision	**First Month Free- $35.00** Thereafter; No set up fee
Intensive Probation Supervision	**$50.00** per month with field visits - No set up fee
City Ordinance Supervision	**$45.00** Per Month – No set up fee PPS supervises defendants accused of environmental violations (junk cars, neglected properties, etc.) and ensures compliance by regularly visiting and digitally documenting the continued violation or compliance. The court may view the PPS digital photographs and field notes on line.
Voice Verification Supervision	**$50.00** Per Month - No set up fee
Indigent Supervision	**$0.00** – As Ordered by the Court – NO SET UP FEE
Pre-Trial Supervision	**LEVEL ONE ($40.00 per month)** Defendants are required to ***report to a PPS location once weekly***, submitting to a urinalysis, and breath test. Screens are included in the fee. **LEVEL TWO ($10.00 per day)** Defendants are monitored electronically using the PPS anklet monitor which enforces ***house arrest and curfew*** on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must ***report weekly to a PPS office*** location and submit to random urinalysis screenings (included in fee). **LEVEL THREE ($11.00 per day)** Defendants are monitored ***24/7 by global positioning satellite*** (GPS) with transdermal alcohol testing. PPS requires a ***face to face visit with each defendant*** at our office location twice monthly and can administer drug screens.
Cognitive Restructuring Course **"*Now What?*"**	**$65.00** per session
Electronic Monitoring	**Anklet Monitoring** with Curfew Enforcement and Voice Verification **($7.00 per day)** **Anklet Monitoring** with Curfew Enforcement, Voice Verification, and **Remote Breath Alcohol Testing ($9.25 per day)** **Random Alcohol Monitoring ($8.00 per day)** **Active GPS** Monitoring with Exclusionary Zone and Trans-dermal Alcohol Testing

	($10.25 per day)No Cost – Professional and General Liability
6 Panel Drug Screen	**$15.00** PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, and Alcohol.
Laboratory Urinalysis	**$25.00** PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, Alcohol, and many other substances, resulting on confirmatory blood level content readings.
Community Service Work Coordination	No Cost
Community Service Liability Insurance (Optional)	$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost
Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations
Domestic Violence Workshop	$25.00 per session
Anger Control Workshop	$25.00 per session
Youthful Offender Workshop	$25.00 per session
Job Skills, Resume Course and Job Placement	No Cost
Under the Influence (for adults)	**$75.00**
Alcohol-Wise JV (for juveniles)	**$75.00**
Marijuana 101	**$75.00**
STOPLifting.com	**$75.00**
Parent Alcohol and Drug Education Course (Parent-Wise)	**$75.00**

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

ORDER NUMBER 182-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the letter of support from the City of Gautier Council for the Jackson County Civic Action Committee's Application for an Early Head Start-Child Care Partnership Grant is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Chandra Nicholson, Director of Economic Development and Planning

Date: July 25, 2014

Subject: Letter of Support for Jackson County Civic Action Committee's Application for an Early Head Start-Child Care Partnership Grant

---

REQUEST:

The Jackson County Civic Action Committee (JCCAC) has requested a letter of support from the Gautier City Council for the JCCAC's application for a federally funded Early Head Start-Child Care (EHS-CC) Partnership Grant.

BACKGROUND:

The Administration for Children and Families (ACF) has announced the availability of approximately $500 million to be competitively awarded for the purpose of expanding access to high-quality, comprehensive services to low-income infants and toddlers and their families through Early Head Start-Child Care Partnerships. New or existing Early Head Start Programs will partner with local center-based and family child care providers and, through activities including training and technical assistance, management, and the delivery of comprehensive services, support them in meeting the Early Head Start Program Performance Standards.

DISCUSSION:

If awarded, this five-year funding opportunity would enable the JCCAC to provide high quality early learning experiences to at least 72 additional infants and toddlers per year in Jackson County. Several child care centers and family daycare homes in Gautier are interested in partnering with the JCCAC in this initiative. In addition to increasing the availability of child care slots for children birth to three, these proposed partnerships would improve the quality of existing child care facilities and would create new jobs needed to meet the Early Head Start Standards.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council provide a letter of support for the Jackson County Civic Action Committee's grant application as requested.

The City Council may:

1. authorize submission of the attached letter of support for the JCCAC's grant application;
2. authorize submission of the attached letter of support with revisions; or
3. decline to offer a letter of support.

ATTACHMENT(S):

Letter of Support for Jackson County Civic Action Committee's grant application (draft)

City of Gautier
Gautier, Mississippi

Mayor
Gordon T. Gollott

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

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

August 6, 2014

Diann Payne, Executive Director
Jackson County Civic Action Committee
Post Office Box 8723
Moss Point, Mississippi 39562

RE: Early Head Start-Child Care Partnership Grant Letter of Support

Dear Ms. Payne:

On behalf of the City of Gautier, I would like to offer this letter of support for the Jackson County Civic Action Committee's (JCCAC) application for a five-year Early Head Start-Child Care Partnership Grant through the Administration for Children and Families. The purpose of this funding is to expand access to high-quality, comprehensive services for low-income infants and toddlers and their families. We understand that the JCCAC is proposing to partner with several child care centers and family daycare homes in Jackson County to offer a full range of comprehensive services to children from birth to three, and that several child care facilities located within the Gautier city limits are planning to participate in this partnership.

The City of Gautier is currently preparing for the development of a new mall in our Town Center and the building of a large medical complex. Young families in our area need high quality child care, and we applaud your efforts to provide additional child care slots for young children and to improve the quality of local child care facilities through this proposed partnership. This is a unique opportunity for the Jackson County Civic Action Committee to expand its services to many more children throughout Jackson County in a variety of child care settings.

The City of Gautier is proud of the Jackson County Campus of the Mississippi Gulf Coast Community College located here in Gautier and appreciates that this proposed initiative could bring new jobs for the Early Childhood Education graduates from that program. High quality child care is important to economic development, and the City of Gautier commends your organization for pursuing this grant opportunity and your ongoing work to ensure that all children are prepared for success.

Sincerely,

Gordon Gollott, Mayor

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

ORDER NUMBER 183-2014

AN ORDER DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 3677 MACKER DRIVE GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER TO ABATE THE UNSAFE CONDITIONS OF VACANT PROPERTY AND STRUCTURES

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of ($ 965.00) for the demolition and removal of dilapidated structures and the clean-up of the overgrown property considered a menace to the public health, safety, and welfare of the community) located at 3977 Mackeral Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier is entitled to administrative fee of $1,500.00.

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi that a lien in the amount of $2,465.00 is hereby placed on the following described property at 3677 Mackeral Drive, Gautier, Mississippi.

That certain property listed on the Jackson County Land Rolls as Lots 173, 174 & 175
Point Clear Riviera S/D Sect I PB 10-24 Deed Book 1353 page757
(357M MAP 872.03-01)

Name and Address:

Barbara L. Aguillard
: 2805 Flounder Circle
Gautier Mississippi 39553

Parcel Identification Number PIDN 86304192.000

IT IS FURTHER ORDERED that said lien is to be satisfied upon the first subsequent sale of the referenced property following passage of this order and the filing of said lien; or by other means as determined by the Mayor and Council to be to be necessary in order to protect the well-being of the City of Gautier.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Joe Belles, Code Enforcement Officer
Through:	Patty Huffman, Grants and Project Manager Chandra Nicholson, Planning and Economic Development Director
Date:	July 28, 2014
Subject:	3677 Mackeral Drive Gautier Mississippi 39553 Lien/Council Order Request to Adjudicate Private Property Clean Up Costs.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the private property identified below was cleaned to the satisfaction of the Planning and Economic Development Director.

Per the attached invoice from TRI-STAR Demolition Service, who was authorized to remove a dilapidated accessory building, dilapidated deck, remove exterior trash and debris, and perform routine yard maintenance. The City of Gautier, incurred a cost of $ 965.00 combined with a penalty fee of $1,500.00 equals a sum of $2,465.00.

Legal Description:	PIDN 86304192.000 Lots 173,174 & 175 Point Clear Rivera S/D Deed Book 1353, page 757
Property Address:	3677 Mackeral Drive Gautier Mississippi 39553
Owners of Record: **Last Known Address:**	Barbara L. Aguillard 2805 Flounder Circle Gautier Mississippi 39553

BACKGROUND:

This property was approved for private property clean up during the City of Gautier, Council Meeting and Public Hearing held on June 17, 2014. After considering comments from staff and the owner during the public hearing, the mayor and city council approved the recommendation of staff to clean up the private property after the statutory 10-day appeal period from the date of council action and adjournment (June 27, 2014). The property owner was given the opportunity to clean the property before the city proceeded with a contractor to clean the property on July 7, 2014. TRI-STAR Demolition Service started the authorized clean up and removal of dilapidated structures on July 10, 2014 and completed the task on July 11, 2014, to the satisfaction of the Planning and Economic Development Department.

DISCUSSION:

Mississippi Statute provides procedures for municipalities to clean private property determined to be a menace to the municipal community thus:

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

(1) If the governing authority does not declare the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(2) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

RECOMMENDATION:

The City of Gautier, Code Enforcement Officer be authorized to place a lien against the property in accordance with the attached ORDER and the provisions set forth pursuant of Mississippi Code Annotated, 1972 § 21-19-11, Cleaning and Clearing of Private Property.

ATTACHMENTS 5:

1. Property tax document
2. Parcel information
3. Council Decision Letter
4. Tri-Star Invoice
5. Photos Before/After

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Tax Year 2013
Current Date **4/14/2014**
Records Last Updated **4/11/2014**

PROPERTY DETAIL

OWNER AGUILLARD BARBARA L
3677 MACKERAL DR

GAUTIER MS 39553

PARCEL 86304192.000
ADDRESS 3677 MACKERAL

ACRES : **NA**
LAND VALUE : 5930
IMPROVEMENTS : 46240
TOTAL VALUE: 52170
ASSESSED : 5217

TAX INFORMATION

YEAR 2013	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	162.99	0.00	167.88
CITY	180.20	0.00	185.61
SCHOOL	137.02	0.00	141.13
TOTAL	480.21	0.00	494.62 **3% Penalty**

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE REG
TAX DISTRICT 3840
PPIN 072068
SECTION 03
TOWNSHIP 8S
RANGE 7W

LEGAL LOTS 173,174 & 175 POINT CLEAR RIVIERA S/D SECT I PB 10-24 DB 1353-757 (357M MAP872.03-01)

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2012	GNART LLC	1/21/2014 MOORE MARIA FOR B AGUILLARD
2011	ADAIR ASSET MGMT LLC, /BMO HARRI	1/21/2014 MOORE MARIA FOR B AGUILLARD
2010	MAGNOLIA GROVE RTO LLC	8/29/2013 MOORE MARIA L
2009	ON POINT LLC	8/31/2011 AGUILLARD BARBARA L
2008	GNART LLC	8/31/2011 AGUILLARD BARBARA L
2007	MELVINA TAYLOR	8/25/2010 AGUILLARD BARBARA L
2006	COLLEGE INVESTMENT CO	5/29/2009 AGUILLARD BARBARA L

Back

HOME | CHANCERY CALENDAR | CHANCERY CASES | REAL PROPERTY TAX | LOG IN | LOG OUT | CHECKOUT | TERMS OF USE | PRIVACY POLICY

Parcel Information

PIDN: 86304192.000

GISP: 872.03-01-0357.00M

Owner Information

Name: AGUILLARD BARBARA L

Percent of Ownership: 100

Name2:

Mailing Address: 3677 MACKERAL DR
GAUTIER MS 39553

Physical Address: 3677 MACKERAL DR GAUTIER

Land Information

Section, Township, Range: 03 8S 7W

Acreage: .00

Street Name: MACKERAL DR

Value and Tax Information

Total Assessed Value: 5217

Total Appraised Value: 52170

Improvement Value: 46240

Land Value: 5930

Tax Amount: 480

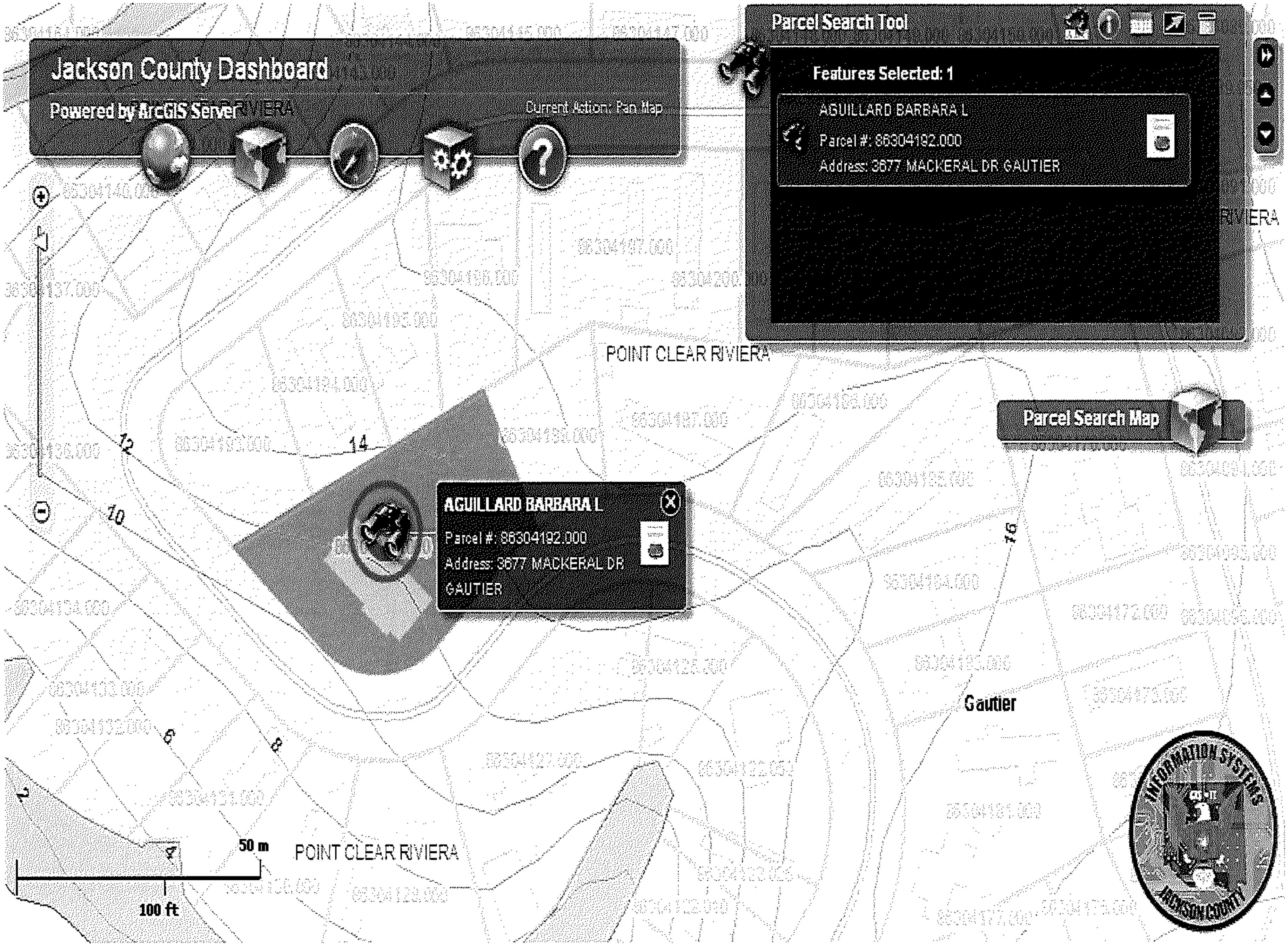
SQ. FT: 1566

Year Built: 1974

Legal Description

Description: LOTS 173;174 & 175 POINT CLEAR RIVIERA S/D SECT I PB 10-24 DB 1353-757 (357M MAP872.03-01)

Deed Book / Page: 1353 / 757



Jackson County Dashboard

Powered by ArcGIS Server

Current Action: Pan Map

Parcel Search Tool

Features Selected: 1

AGUILLARD BARBARA L
Parcel #: 86304192.000
Address: 3677 MACKERAL DR GAUTIER

AGUILLARD BARBARA L
Parcel #: 86304192.000
Address: 3677 MACKERAL DR GAUTIER

City of Gautier

Gautier, Mississippi

Mayor
Gordon T. Gollott

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

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

COPY

Mailed 6-18-14
JB

June 17, 2014

Barbara L. Aguillard
2805 Flounder Circle
Gautier Mississippi 39553

Reference: Public Hearing Decision
3677 Mackeral Drive Gautier, Mississippi 39553
PIDN: 86304192.000

Ms Aguillard,

The City of Gautier, Mayor and City Council held a public hearing on June 17, 2014, pursuant to Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11, concerning the above referenced property. After hearing comments from you and the staff, the mayor and city council found the above referenced property to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Based on the decision of the governing authority, if the owner does not do so by July 7, 2014, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work may include cutting grass and weeds, removing rubbish, debris, dilapidated fences, dilapidated building, and personal property. In addition, the exterior windows and doors will be monitored for security of the structure and the city will proceed to secure the structure if found unsecured. The city will place a lien against the taxes each time the property is cleaned along with an authorized administrative fee.

Additionally, the municipality may reenter the property or parcel of land for a period of two years after the hearing without any further hearings. Notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Again, you have until July 7, 2014, to clean the property as specified above and save yourself any additional expenses associated with this abatement process. You also have the right to appeal in the same manner as other appeals from municipal decisions.

If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318, or cell number (228) 219-7035.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Demolition Invoice

TRI-STAR

★★★

DEMOLITION SERVICE, LLC

228-219-6995

Date: 07/09/2014	07092014-02

BILL TO:

City of Gautier
3330 Highway 90
Gautier, MS 39553

Please Remit:
Tri-Star Demolition
228-219-6997
3736 Baywood Drive
Moss Point, MS 39563

Service Location:

3677 Mackerel Drive
Gautier, MS

Phone Number:	Project
228-497-8000	Yard clean up

Service Date	Item	Description	Amount
July 9, 2014	30 Yard roll off dumpster		$265.00
	Mow and weed eat		$150.00
	Trim trees		$75.00
	Shed removal		$250.00
	Rear porch removal		$225.00
		DELIVERY FEE	
		TAX RATE	
		SALES RATE	
		SUBTOTAL	
		TOTAL	**$965.00**

Joseph Bellis

Client's Signature

7/14/14

Date

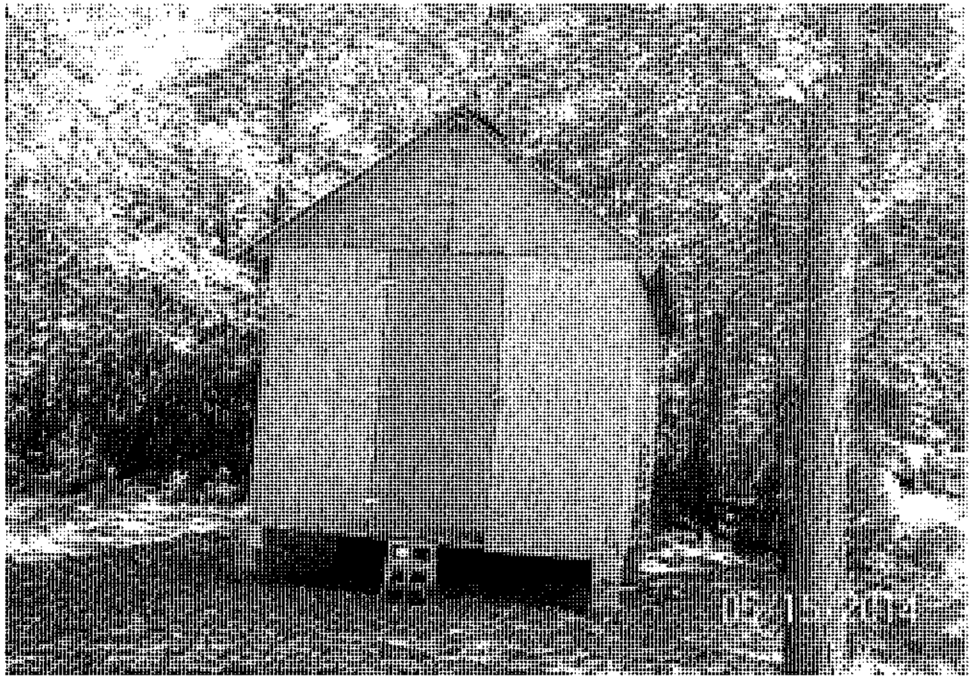
Tri-Star Demolition Services, LLC

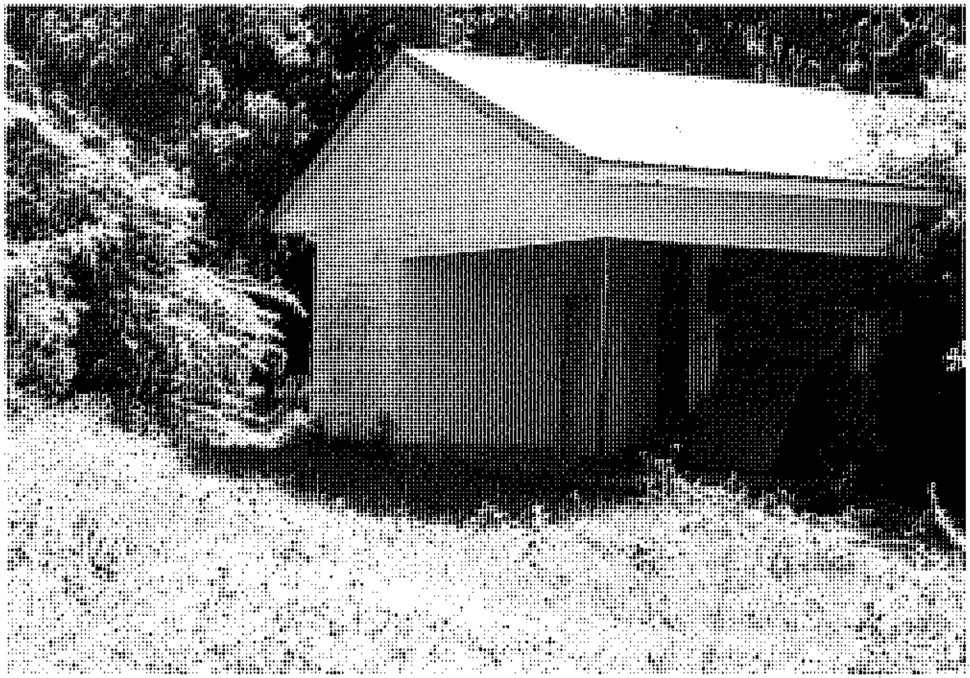
7/9/14

Date

THANK YOU FOR YOUR BUSINESS!


05/15/2014


05/15/2014




05/15/2014


07/11/2014


07/11/2014

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

ORDER NUMBER 184-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, to set the date for the following public hearing as requested by the Planning and Economic Development Director is hereby authorized:

WHEN:	August 19, 2014
WHERE:	Gautier Municipal Building-Council Chambers
TIME:	6:30 pm
PURPOSE:	2013 South Haven Road
LEGAL DESCRIPTION:	PIDN 85105896.000 Lots 46 College Park South Deed Book 989, page 26
Owners of Record:	Tyrone I. & Jennifer D. Blackmon
Last Known Address:	2013 South Haven Road Gautier, MS 39553

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Joseph Belles, Code Enforcement Officer

Through: Chandra Nicholson, Planning and Economic Development Director
Patty Huffman, Grants and Projects Manager

Date: July 28, 2014

Subject: Demolition of Abandoned Property
2013 South Haven Road Gautier, Mississippi 39553

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, Staff requests City Council set a public hearing date for August 19, 2014, to determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

BACKGROUND:

An initial telephone complaint from a neighbor concerned with code violations was reviewed and substantiated by code enforcement in April 2008. Code enforcement started an active case file against the property. The vacant and dilapidated structure has been unoccupied for the past seven years. Letters to the owner as reflected on the Jackson County Parcel Information have been unanswered or returned with remarks from the United States Post Office, "NOT DELIVERABLE, UNABLE TO FORWARD." After considerable time code enforcement was able to locate the former owner, who has paid the taxes on what code enforcement understands was an owner-financed property. Previous letters to the former owner were unsuccessful in correcting property code and building violations. Code enforcement finally served the former owner a summons to appear in municipal court. The municipal judge after hearing comments from the former owner stating, "He was not the owner of record for the property," the municipal judge dismissed the case. The recent changes to the Mississippi Code 1972 effective July 1, 2014; now include a provision to address abandoned properties that are a menace to the public health, safety and welfare of the neighborhood.

Code enforcement has sent a total of four letters and a summons in an attempt to correct the property and building code violations at this property. Property taxes are being paid preventing the sale of this property for unpaid taxes. The former owner has not taken any legal action to the knowledge of code enforcement to establish ownership of this property. In light of problems, involving vacant and abandoned properties in other local communities, staff considers this a priority for the safety of this neighborhood.

The vacant property continues to show signs of disrepair with visible signs of decaying wood surfaces noticeable from the public right-of-way.

Property owners in the vicinity remain concerned with the visible appearance of this dilapidated property and are concerned for the health, safety and welfare of their neighborhood. Code enforcement has posted the property with a letter informing any concerned party, the property would be recommended for demolition if not in compliance by September 2, 2014.

DISCUSSION:

The primary goal has been to clean up and maintain neglected properties, pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11. This structure has been unoccupied and abandoned the past several years.

RECOMMENDATION:

Staff recommends City Council holding a public hearing on August 19, 2014, in order to determine if the property is a menace to the public health, safety and welfare of this neighborhood.

ATTACHMENTS 9:

1. Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11
2. Property tax document
3. Parcel information
4. Photos
5. Letter of violation, dated April 14, 2014
6. Letter of violation, dated June 18, 2010
7. Letter of violation, dated November 1, 2012
8. Letter of violation, dated December 4, 2012
9. Summons letter, August 1, 2013

COPY

Mississippi Code of 1972, Section 21-19-11, provides procedures to municipalities to clean private property determined to be a menace to those in the municipal community thus:

Section 1. Section 21-19-11, Mississippi Code of 1972 is amended as follows:

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water there from. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing dilapidated buildings, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice.

(2) If the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned.

(3) If the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(4) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

(5) Nothing contained under this section shall prevent any municipality from enacting criminal penalties for failure to maintain property so as not to constitute a menace to public health, safety and welfare.

Jackson County Mississippi

Powered by:
DeltaComputer Systems, Inc.

The Server will be unavailable Saturday, July 26, 2014 from

11:00 P.M. CDT until Sunday July 27, 2014 at 12:00 P.M. CDT for routine maintenance.

We apologize for any inconvenience this may cause

Property Link

JACKSON COUNTY, MS

Tax Year 2013

Current Date **7/23/2014**

Records Last Updated **7/22/2014**

PROPERTY DETAIL

OWNER BLACKMON TYRONE I & JENNIFER D
2013 SOUTH HAVEN RD

GAUTIER MS 39553

ACRES : **NA**
LAND VALUE : 4510
IMPROVEMENTS : 14630
TOTAL VALUE: 19140
ASSESSED : 2872

PARCEL 85105896.000
ADDRESS2013 SOUTH HAVEN

TAX INFORMATION

YEAR 2013	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	147.53	147.53	0.00
CITY	99.20	99.20	0.00
SCHOOL	133.23	133.23	0.00
TOTAL	379.96	379.96	0.00

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE 1 / 22 / 2014

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 3840
PPIN 067246
SECTION 01
TOWNSHIP 8S
RANGE 7W

LEGAL LOT 46 COLLEGE PARK SOUTH
DB 989-26 (33 Map871.01-03)

Book **Page**

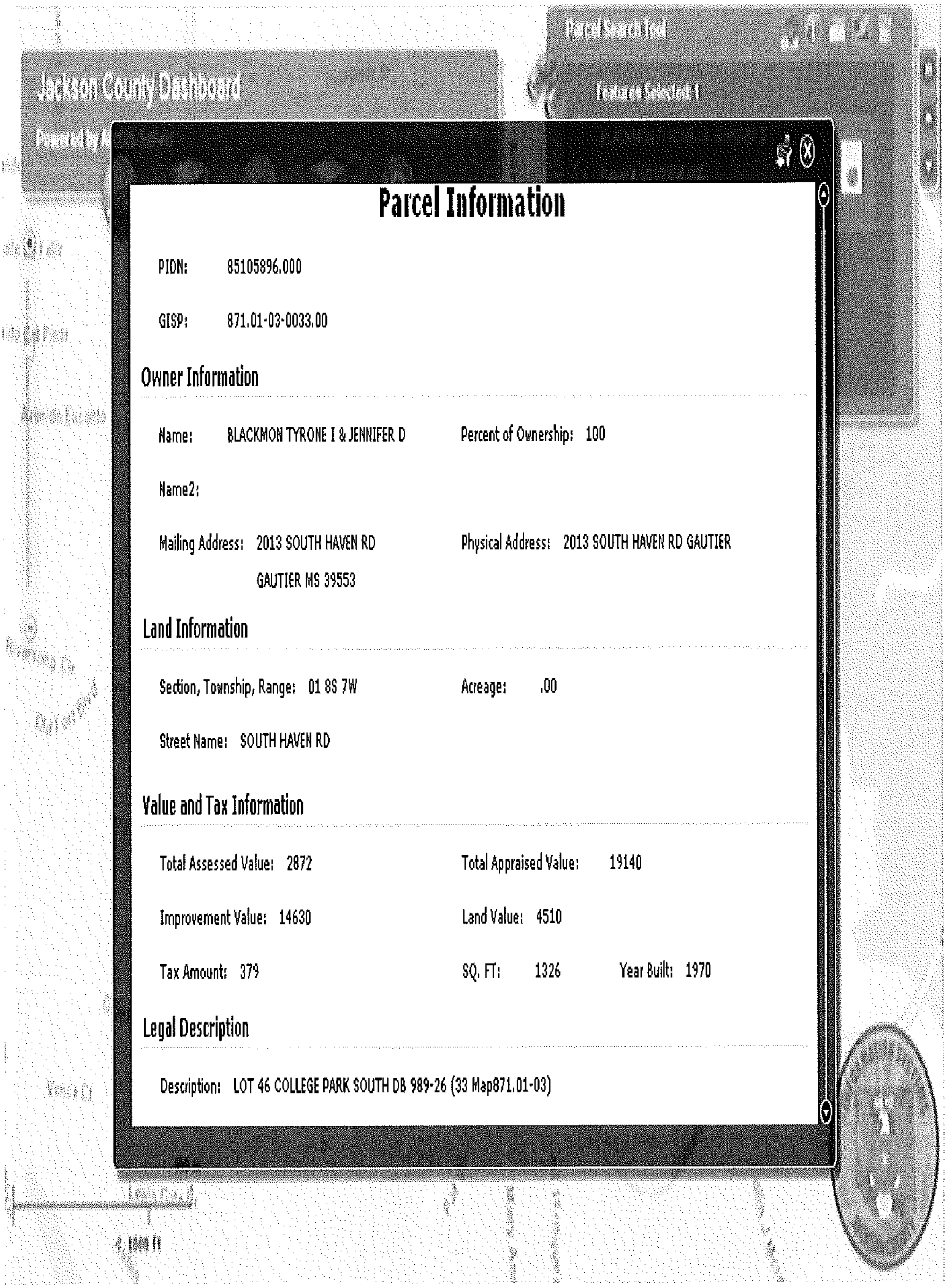
PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
	NO TAX SALES FOUND	

Back

HOME | CHANCERY CALENDAR | CHANCERY CASES | REAL PROPERTY TAX | LOG IN | LOG OUT | CHECKOUT | TERMS OF USE | PRIVACY POLICY



Parcel Information

PIDN: 85105896.000

GISP: 871.01-03-0033.00

Owner Information

Name: BLACKMON TYRONE I & JENNIFER D

Percent of Ownership: 100

Name2:

Mailing Address: 2013 SOUTH HAVEN RD
GAUTIER MS 39553

Physical Address: 2013 SOUTH HAVEN RD GAUTIER

Land Information

Section, Township, Range: 01 8S 7W

Acreage: .00

Street Name: SOUTH HAVEN RD

Value and Tax Information

Total Assessed Value: 2872

Total Appraised Value: 19140

Improvement Value: 14630

Land Value: 4510

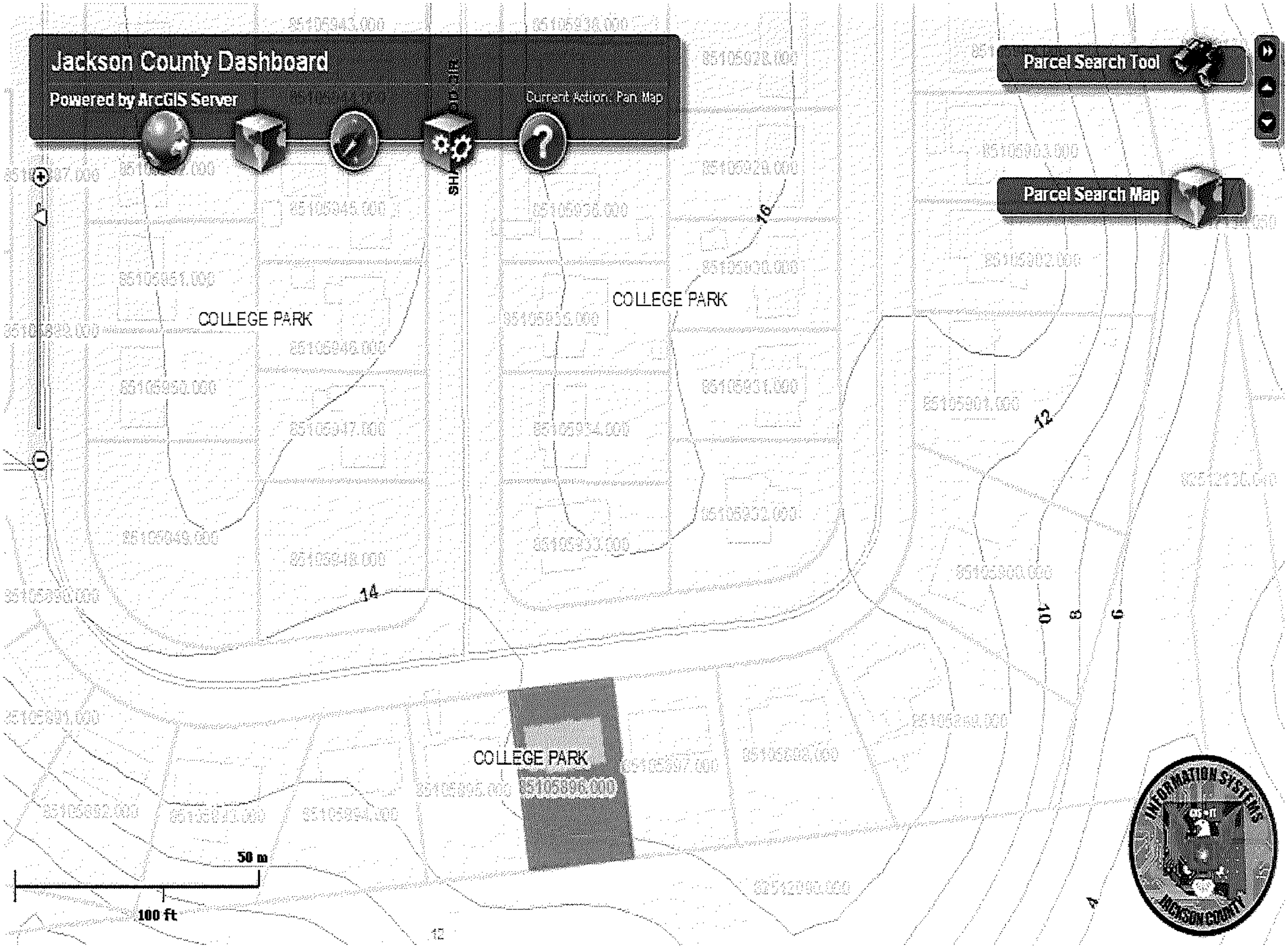
Tax Amount: 379

SQ. FT: 1326

Year Built: 1970

Legal Description

Description: LOT 46 COLLEGE PARK SOUTH DB 989-26 (33 Map871.01-03)


Jackson County Dashboard
Powered by ArcGIS Server
Current Action: Pan Map
Parcel Search Tool
Parcel Search Map
COLLEGE PARK
COLLEGE PARK
COLLEGE PARK
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85105897.000
85105896.000
85105931.000
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85105950.000
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85105901.000
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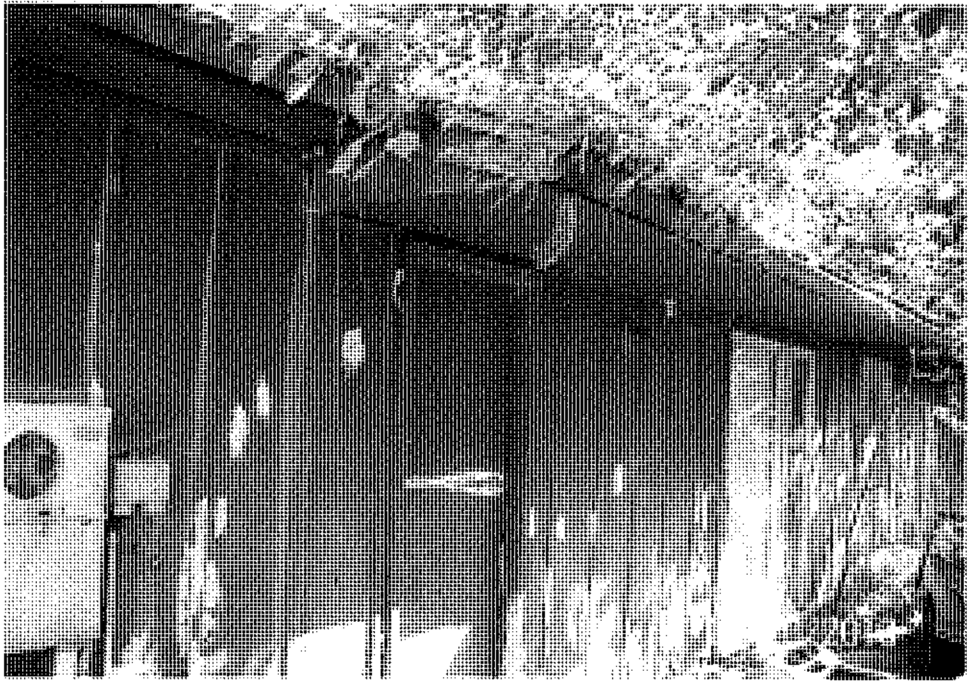
100 ft
INFORMATION SYSTEMS
JACKSON COUNTY

09/20/2013

09/20/2013



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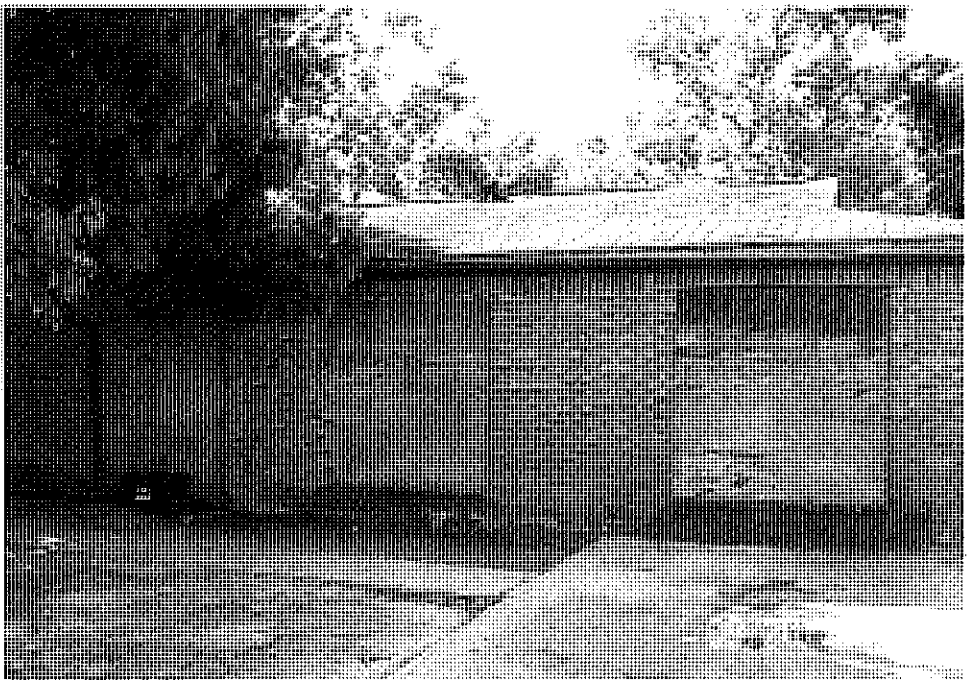
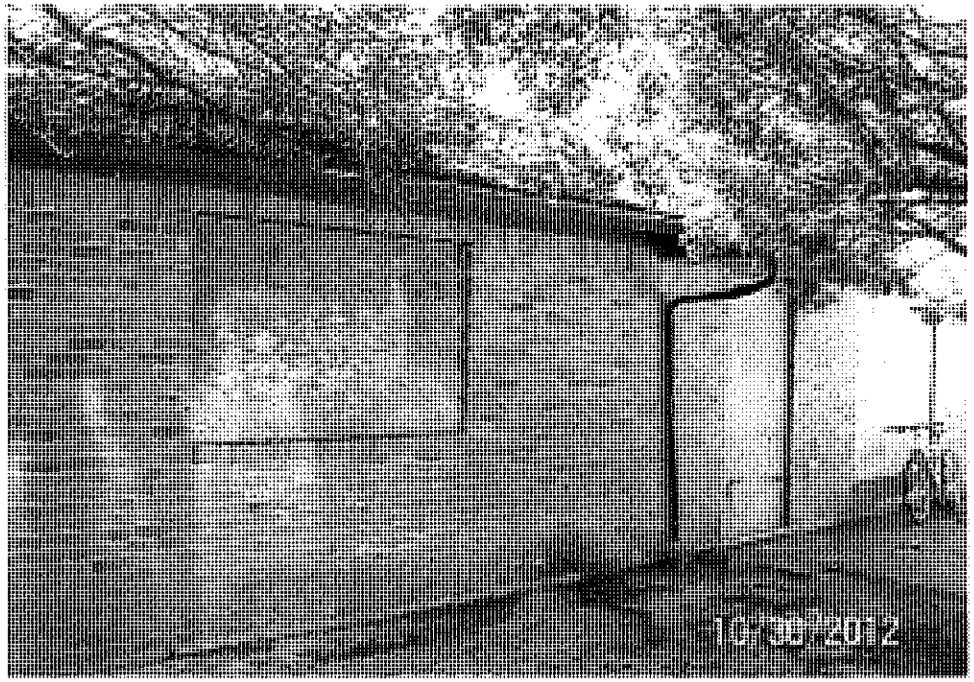
09/20/2013




09/20/2013


10/30/2012


10/30/2012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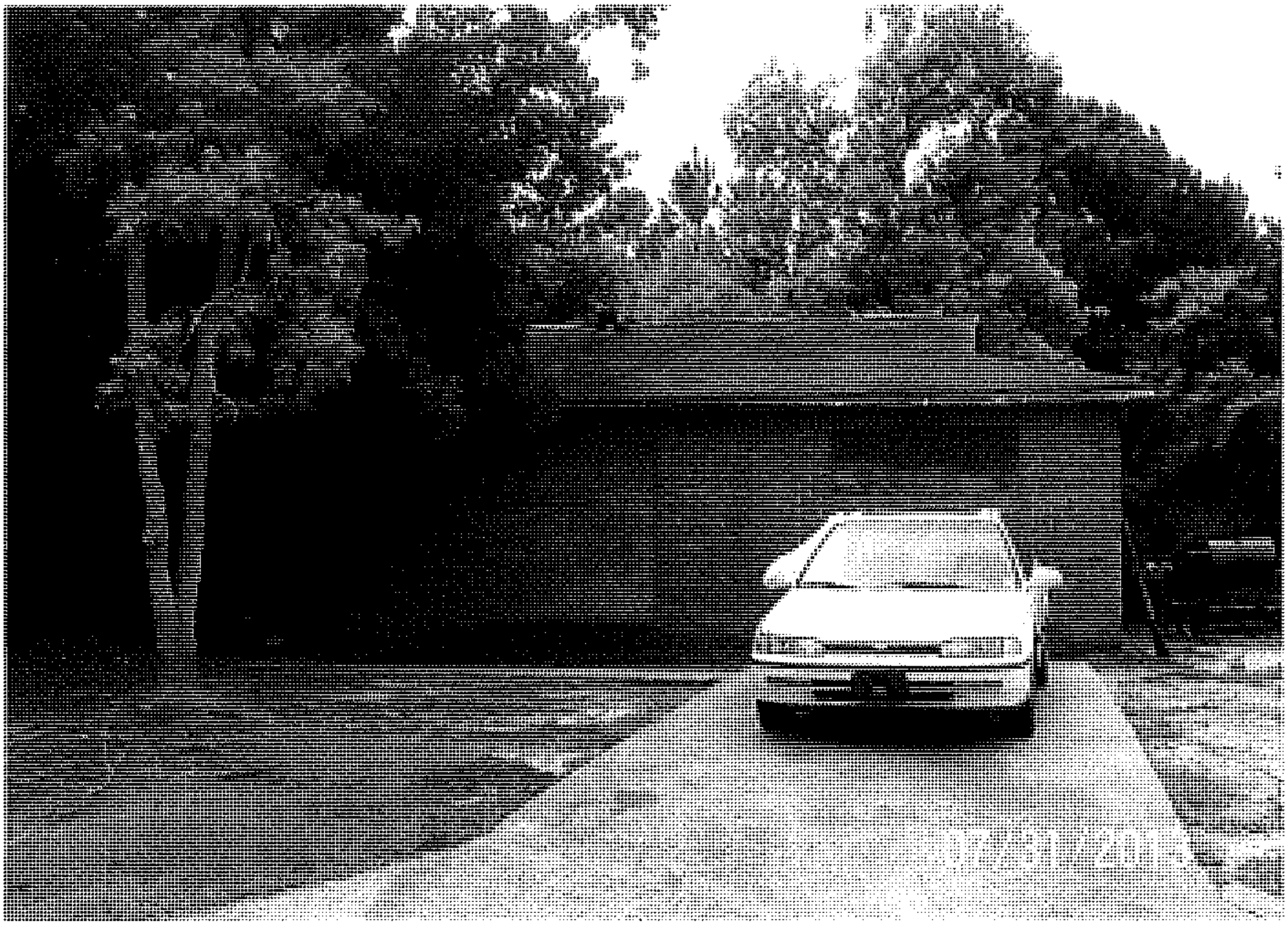
10/30/2012



April 14, 2008

Tyrone & Jennifer Blackmon
2013 South Haven Road
Gautier, Mississippi 39553

Reference: 2013 South Haven Road, Gautier, Mississippi 39553

Mr. & Ms. Blackmon,

On April 14, 2008, a Code Enforcement Officer for the City of Gautier while patrolling College Park Sub-Division detected a couple of code of ordinance violations at 2013 South Haven Road, Gautier, Mississippi. There are two possible non-operational vehicles parked in the front yard and driveway prohibited by the City of Gautier, Code of Ordinances. Additionally, there have been several complaints about a home occupation (automotive repair shop) being operated at this address at times blocking the roadway and increasing vehicular traffic in this area. The property will be re-inspected by April 23, 2008 for compliance. At this time, we would like to discuss the property concerns observed at this location to maintain an amicable appearance with other properties in this area.

You are requested to contact the City of Gautier, Code Enforcement Office, Monday – Friday, 8:00 AM - 5:00 PM at (228) 497-8802, within 10 days of this letter? I will be happy to assist you with any questions that you may have. Your cooperation in this matter will be greatly appreciated.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Cc: File

Mayor
Tommy Fortenberry

Council
At Large Don Nash
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Sidney M. Runnels

City Clerk
Adrienne Howell

3330 Highway 90
Gautier, MS 39553
1-228-497-8000 phone
1-228-497-8028 fax
Email: gautier@gautier-ms.gov

COPY

mailed 6-18-10
JB

June 18, 2010

Michael M. Dickerson
PO Box 1482
Pascagoula, Mississippi 39568

Reference: 1716 Riverside Drive Gautier, Mississippi 39553
2013 South Haven Gautier, Mississippi 39553

Mr. Dickerson,

The two properties referenced above remain in violation of the City's Care of Property and Premises Codes on a repeated basis. The Riverside property is overgrown and scattered with trash and debris. The neighbor across the street has removed his vehicle from your property. The property at 2013 South Haven has turned into a vehicle repair facility. There where approximately ten vehicles parked in the yard when I drove by this property yesterday. I am requesting you take immediate action to bring both properties to within code requirements within the next fourteen (14) days or notify the code enforcement office if you cannot meet this deadline.

You can contact the City of Gautier, Code Enforcement Office, Monday – Friday, 8:00 AM - 5:00 PM at (228) 497-8802. I will be happy to assist you with any questions that you may have. We gratefully appreciate your cooperation in this matter.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Cc: File

"A Real and Unique Opportunity!"

Mayor
Tommy Fortenberry

Council
At Large Mary Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Wendy S. McClain

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

COPY

Mailed 11-01-12
JB

November 1, 2012

Michael M Dickinson
PO Box 1482
Pascagoula, Mississippi 39568

Reference: 2013 South Haven Gautier, Mississippi 39553

Mr. Dickinson,

This property referenced above is in violation of the City of Gautier, minimum property maintenance and appearance standards. This letter will serve as code enforcements initial notice of violation and you have thirty days to bring this home into compliance with International Building Code requirements and the City of Gautier, Unified Development Ordinance. The home is in a serious state of disrepair with decaying wood, other visible structural damage, several non-operational vehicles and automotive parts scattered around the yard. Code enforcement suggests you contact the city's building administrator for an inspection of your property and identify all the building code violations. You may also choose your own contractor at your own expense to receive an estimate of the work needed to comply with the applicable building codes. The City of Gautier, Unified Development Ordinance, Article XVI, Section 16.1 Minimum Property Maintenance and Appearance Standards states:

16.1.1 Scope. The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

16.1.2 Intent. This article shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare as far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be repaired or maintenance performed to provide a minimum level of compliance of this article.

Code Enforcement Department is requesting your cooperation in repairing/removing this home in disrepair by December 3, 2012. Failure to comply with city regulations pursuant to Article XVI, Section 16.1, is punishable by fines as imposed by the municipal judge, with each day constituting a new and separate offense. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-8802 or cell number (228) 219-7035. Code Enforcement will be happy to assist you with any questions that you may have.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Mayor
Tommy Fortenberry

Council
At Large Mary Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Wendy S. McClain

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

COPY

Mailed 12-04-12
JB

December 4, 2012

Michael M Dickinson
PO Box 1123
Ocean Springs, Mississippi 39568

Reference: 2013 SOUTH HAVEN ;, Gautier, Mississippi 39553

Mr. Dickinson,

This property referenced above is in violation of the City of Gautier, minimum property maintenance and appearance standards. This letter will serve as code enforcements second notice of violation and you have thirty days to bring this home into compliance with International Building Code requirements and the City of Gautier, Unified Development Ordinance. The home is in a serious state of disrepair with decaying wood, roof damage and a non-operational vehicle in the front the yard. Code enforcement suggests you contact the city's building administrator for an inspection of your property and identify all the building code violations. You may also choose your own contractor at your own expense to receive an estimate of the work needed to comply with the applicable building codes. The City of Gautier, Unified Development Ordinance, Article XVI, Section 16.1 Minimum Property Maintenance and Appearance Standards states:

16.1.1 Scope. The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

16.1.2 Intent. This article shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare as far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be repaired or maintenance performed to provide a minimum level of compliance of this article.

Code Enforcement Department is requesting your cooperation in repairing/removing this home in disrepair by January 7, 2013. Failure to comply with city regulations pursuant to Article XVI, Section 16.1, is punishable by fines as imposed by the municipal judge, with each day constituting a new and separate offense. Code enforcement will issue a summons to appear in municipal court if repairs are not completed hy January 7, 2013. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-8802 or cell number (228) 219-7035. Code Enforcement will be happy to assist you with any questions that you may have.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Mayor
Gordon T Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey Vaughn
Ward 4 Charles R. Anderson
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cindy Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

COPY

Mailed 8-02-13
JB

August 1, 2013

Michael M Dickinson
PO Box 1123
Ocean Springs, Mississippi 39568

Reference: 2130 Woodside Drive, 1716 Riverside Drive, 5608 New Castle Drive
2013 South Haven Road Gautier, Mississippi 39553

Mr. Dickinson,

The four properties referenced above remain in a state of disrepair and do not meet building code standards and the City of Gautier, Unified Development Ordinance guidance. The four properties are a blight to there neighborhoods and must be repaired to acceptable code standards, relocated out of the city limits or demolished. Several previous letters and numerous discussions concerning these four structures have identified property maintenance violations that required appropriate repairs. Code Enforcements last letter requested you finish correcting the violations identified and maintain the property within property code requirements so no other action would be necessary.

You are hereby summoned to appear in City of Gautier, Municipal Court on August 26, 2013, at 1:30 PM. You can contact the City of Gautier, Court Clerk, Monday – Friday, 8:00 AM - 5:00 PM at (228) 497-8004, if you have any questions.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

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

ORDER NUMBER 185-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached July 2014 Water & Sewer Adjustments are hereby approved.

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services.

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

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

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

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

JULY UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

ACCT #	ADJUSTMENT					TOTAL	REASON FOR ADJUSTMENT	
	WATER	SEWER	TAX	GARBAGE	LATE CHG	ADJUSTMENT		
70511		$ 107.13				$ 107.13	WATER LEAK	
895117		$ 42.66				$ 42.66	WATER LEAK	
51176	$ 105.15	$ 120.39			$ 100.00	$ 325.54	WATER LEAK	
9339F	$ 124.20	$ 142.20				$ 266.40	WATER LEAK	
61624	$ 150.10	$ 168.26			$ 100.00	$ 418.36	WATER LEAK	
892	$ 106.81	$ 122.29			$ 125.00	$ 354.10	WATER LEAK	
870629	$ 136.20	$ 155.94			$ 125.00	$ 417.14	WATER LEAK	
60570		$ 13.74				$ 13.74	WATER LEAK	
906127		$ 45.03				$ 45.03	WATER LEAK	
40433	$ 348.58	$ 399.10			$ 100.00	$ 847.68	WATER LEAK	
970478		$ 48.82			$ 50.00	$ 98.82	WATER LEAK	
40167		$ 122.29				$ 122.29	WATER LEAK	
990459	$ 162.70	$ 186.28				$ 348.98	WATER LEAK	
870526		$ 240.30				$ 240.30	WATER LEAK	
31175		$ 18.48				$ 18.48	WATER LEAK	
51226	$ 52.16	$ 59.72			$ 100.00	$ 211.88	WATER LEAK	
872765		$ 22.76				$ 22.76	WATER LEAK	
9306F		$ 115.17				$ 115.17	WATER LEAK	
940260	44..29	$ 50.71				$ 50.71	WATER LEAK	
70492		$ 55.45				$ 55.45	WATER LEAK	
51605	$ 90.66	$ 103.80			$ 25.00	$ 219.46	WATER LEAK	
71000		$ 46.92				$ 46.92	WATER LEAK	
71112	$ 209.89	$ 240.31				$ 450.20	WATER LEAK	
11148		$ 275.87			$ 125.00	$ 400.87	WATER LEAK	
883848	$ 329.59	$ 427.55				$ 757.14	WATER LEAK	
895093		$ 214.72				$ 214.72	WATER LEAK	
62107		$ 124.66				$ 124.66	WATER LEAK	
895845		$ 40.75				$ 40.75	WATER LEAK	
70286	$ 180.09	$ 206.19			$ 100.00	$ 486.28	WATER LEAK	
960124		$ 130.34			$ 75.00	$ 205.34	WATER LEAK	
980287		$ 56.88			$ 75.00	$ 131.88	WATER LEAK	
11128	$ 85.69					$ 85.69	WATER LEAK	
							7/15/2014	

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

ORDER NUMBER 186-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from the July 15, 2014 Recessed Council Meeting are hereby approved.

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

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

ORDER NUMBER 187-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the revisions to the City of Gautier's Historic Preservation Commission Rules of Procedure, relating to meeting time and absences are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Director of Economic Development and Planning Dept.

Date: July 11, 2014

Subject: City of Gautier Historic Preservation Commission Rules of Procedure

---

REQUEST:

The Economic Development and Planning Department requests City Council approval of the attached revised Rules of Procedure for the City of Gautier's Historic Preservation Commission.

BACKGROUND:

According to City Ordinance 182-2009, Section V-B, "the commission shall develop and adopt rules of procedure which shall govern the conduct of its business, subject to the approval of the city. Such rules of procedure shall be a matter of public record." Revisions to the Rules of Procedure were last approved by City Council on June 19, 2012.

DISCUSSION:

At their June 10, 2014 meeting, the Historic Preservation Commission recommended that City Council approve the attached revised Rules of Procedures which contain a few minor changes. The revised Rules of Procedure will allow the Commission Chairperson to set the time of day for meetings rather than establish a set meeting time and will allow the Chairperson to grant excused absences as needed. (See Rules of Procedure-page 3 for exact wording.)

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council approve the attached City of Gautier Historic Preservation Commission Rules of Procedure. City Council may:

1) Approve the revised Historic Preservation Commission's Rules of Procedure as presented;
2) Approve revising the Rules of Procedure with other changes; or
3) Disapprove the revised Rules of Procedure as presented.

ATTACHMENT:

City of Gautier Historic Preservation Commission Rules of Procedure (Revised)

City of Gautier Historic Preservation Commission

Rules of Procedure

Overview: These rules have been issued to supplement the requirements of City Ordinance 182-2009. All Commission business shall be conducted in accordance with the ordinance and with these rules which have been approved by the City Council. Any change to this procedure must be approved by the Council. These rules are:

I. Commission Membership

A. Filling Vacancies

The ordinance requires that the Commission will consist of nine members appointed by the City Council. Appointments are for three (3) year terms staggered so that three (3) members' terms expire each year. The Commission will recommend to the City Council reappointment of members or appointment of other individuals to take their place. The Commission will maintain a file of possible appointees to aid in the selection process. New appointment recommendations will be accompanied by a summary of their qualifications for office. Recommendations for the next calendar year will be decided in the regular November meeting and forwarded immediately to the City manager to enable Council action prior to the January meeting date. The Commission will recommend that all appointments expire on January 5th to simplify the appointment process. For resignations prior to term expiration, new members will be recommended for appointment to fill the unexpired part of the terms if over 6 months remain. Commission members serve without pay.

B. Member Qualifications

Recommended new members will have demonstrated knowledge, interest, competence, or expertise in historic preservation. To the extent available in the community, recommendations shall be for willing professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields. All recommendations for new appointments will be accompanied by resumes describing the applicant's qualifications. The Commission will keep resumes for all members on file.

C. Member Recruitment

At least once each five years, the Commission will compose an ad for publication in a local newspaper identifying the desired qualifications for Commission members and inviting individuals to submit their background qualifications in resume form as applications to the Commission for consideration of appointment. The ad will be forwarded to the city manager for publication. The Commission members may contact individuals thought to be qualified to serve to determine their interest in being a Commission member and assist them in preparing an application in resume form for appointment consideration.

D. Member Disqualification by Conflict of Interest

Members will not serve on individual cases where a conflict of interest will be involved. (See the ordinance section XIX)

II. Commission Structure and Operation

A. Offices and Duties

At the beginning of each year the Commission will elect from its membership a chair, a vice-chair and a secretary. If neither the chair nor vice-chair is present for a meeting, the members will select an acting chair. An acting secretary will be elected if the secretary is absent.

The chair will be responsible for:

- presiding over the meetings
- the proper conduct of business
- preparation of agenda for regular meetings
- appointing committee chairs and members for specific areas of operation, to develop information and propose plans of action for Commission approval
- ensuring that actions approved by the Commission are carried out
- assigning tasks to individual Commission members

The Secretary, under the guidance of the chair, will:

- take minutes for each meeting
- make distribution in accordance with Paragraph III E
- and prepare and distribute letters and other documents as requested by the chair

B. Certified Local Government Coordinator

One member of the Commission will be the Certified Local Government Coordinator appointed by agreement between the Gautier Historic Preservation Commission and the MDAH. The coordinator may be replaced by agreement between the Commission and MDAH. This member will be responsible to ensure that the city carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Local Government Program.* This will be done by bringing matters needing attention, regarding the above, to the attention of the chair for Commission action. The CLG Coordinator will also serve as liaison between the city, the Commission and the MDAH. He/She shall carry out assigned responsibilities in accordance with the *Certified Local Government Coordinator Agreement* between the state and the city. These responsibilities include:

- implementation of appropriate state and local legislation for the designation and protection of historic properties;
- maintaining a system for a building-by-building survey and inventory of historic properties coordinated with, complementary to, and approved by the State Historic Preservation Office;
- ensuring that all inventory material are maintained securely, are accessible to the public, and are periodically updated to reflect changes, alterations, and demolitions;
- ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historical Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978 as amended);
- ensuring that a current roster of Commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually; and
- ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;
- ensuring that the business of the Commission is conducted as required by the local ordinance which created it,
- that all meetings are open to the public;
- that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions;
- that copies of these minutes are transmitted to State Historic Preservation Office at the same time they are transmitted to the members of the Commission;
- that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator, and
- minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-l-l7, 1972;
- ensuring that at least one member of the Commission attends at least one informational or educational meeting approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled Commission meeting;
- ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed; new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meeting attended by any Commissioners;
- ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;
- ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;
- ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and
- ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administered by providing such records and reports as required by the Local Government Assistance Coordinator.

III. Commission Meetings

A. Time and Place

Regular scheduled meetings will be held at the Gautier City Library ~~at 3:00 pm~~ on the 2nd Thursday of January, March, May, July, September, and November. All meetings will be open to the public. The time~~ and place for a specific meeting may be changed by the chair for cause with~~ of day for meetings shall be set by the chair and included in the notification to all members. Other meetings will be called by the chair or any two members of the Commission to consider urgent matters. If necessary, special meetings will also be called by the chair or vice-chair to consider applications for Certificates of Appropriateness. (See paragraph VI below).

B. Attendance

Members who miss three or more meetings per year except for absences which may be excused by the chair, will be removed from the Commission.

C. Notifications

For all meetings (including regular scheduled meetings) notification will be given to Commission members in writing (US mail, E-mail, etc.) at least 7 days and not more than 14 days before the meeting. E-mail notification will also be given to the mayor, city manager, councilmen and the code enforcement official. This will be followed by a personal phone call to Commission members during the week prior to the meeting.

D. Agenda

An agenda will be prepared for each regularly scheduled meeting. It will be sent to involved individuals via e-mail or US mail at least three (3) days prior to the meeting. The agenda will list all known individual items of business to be considered. It may be included as a part of meeting notification. The purpose of special meetings will be stated with the notification message.

E. Voting

A quorum of five (5) members is required to conduct official business. Decisions will be made by majority of those voting. The chair will vote only to break a tie. After discussion of each item of business, voting may be by consensus if no disagreements are voiced. If disagreements are voiced, a numerical count will be made and recorded in the minutes. A record of individual member voting is not required.

F. Minutes

Minutes will be kept for each meeting. They will include voting records, attendance (by name), resolutions, findings, determinations, decisions and individuals responsible for specific action items. Reasons for actions will be recorded for actions involving property, i.e. regarding Certificates of Appropriateness, Historic Landmarks, and Historic Districts. Unapproved minutes will be distributed to Commission members and to the Mississippi Department of Archives and History (MDAH) area CLG coordinator within 15 days for review and as a reminder to members of actions that have been agreed to and need attention. The minutes will be corrected as necessary and approved at the next meeting of the Commission. Approved minutes will be forwarded to the city Manager for filing as a public record within 10 days after approval. A copy will be kept in Commission files.

IV. Miscellaneous Items

A. Commission Directory

The Commission will maintain a directory. It will include information needed to contact individuals with whom the Commission members may have business. The directory will include Commission members, city manager, mayor, councilmen, attorney, clerk, the city building official, the MDAH Director, the MDAH Director of History, the MDAH CLG area coordinator, and the state senator and representative for the Gautier area. As a minimum, the US mail addresses, e-mail addresses and phone numbers will be included as available. The directory and revisions will be sent to all members of the Commission and to the MDAH area CLG Coordinator by e-mail or US mail.

B. Commission Budgets

The Commission will anticipate the financial needs for carrying out the city's historic preservation program for the next fiscal year and submit a budget request to the city manager in June or as otherwise requested.

C. Commission Records and Communications

Unless otherwise specified in these rules, electronic means may be used in lieu of paper provided that back up is maintained to prevent loss of important data.

V. Historic Asset Recognition

A. Landmarks and Landmark Sites

1. Historic Asset Investigations and documentation

The Commission will maintain a continuing and thorough investigation of the archaeological, architectural, cultural, and historic significance of the city's resources. The findings for each asset including a photograph will be recorded on an MDAH Historic Resources Inventory form. These forms will be filled out as completely as information is available and maintained in a Commission file titled Historic Assets of Gautier. A listing of these assets will be included in the file. A copy of these documents and all revisions will be forwarded to the city manager for making available for public access and to the MDAH district CLG Coordinator for information.

2. Establishment of Landmarks and Landmark Sites

A resource or resources may be nominated for designation upon motion of three members of the Commission or by an organization interested in historic preservation or by an owner of the property being nominated. A nomination shall contain the information required to be recorded on the MDAH Historic Resources Inventory form (see paragraph V.A.1 above). The Commission must reach a decision on whether to recommend a proposed nomination to the city within two months. If the Commission votes to approve the nomination it will be forwarded to the city manager with supporting data for public hearings and enactment into law.

3. National Register and Historic Markers

The Commission will work with the MDAH to provide historic markers and national registration for qualified assets.

B. Historic Districts

1. District Nomination

The Commission will review the inventory of historic landmarks and landmark sites for evidence of a concentration of assets in particular areas and conduct an inspection that would justify establishment of historic districts. If justified, boundaries will be defined by verbal description and by map, and a written statement will be developed to describe the significance of the proposed district. Aid from MDAH will be requested in this effort. After formal nomination of a district, the Commission must make a decision to reject or approve the nomination within six months. (The city ordinance provides that after the nomination of a resource to the city for possible local designation, the resource is fully protected by the provisions of the ordinance for a period of six months, as if it were already designated.)

2. District Approval

No historic district or districts shall be designated until the Mississippi Department of Archives and History has been notified by certified letter and invited to make recommendations concerning the proposed district boundaries. (The Mississippi Department of Archives and History may comment by letter, telephone, email or in person through designated staff). The Commission will provide to the Mississippi Department of Archives and History the dates of the next two (2) City Council meetings at which action on the designation of such a district might be taken so that the Mississippi Department of Archives and History may comment in a timely manner. Failure of the MDAH to comment by the date of the second such meeting will relieve the Commission of any responsibility for awaiting and responding to such analysis. The Commission will then forward to the city manager, a request for enactment of an ordinance establishing the district. The Commission's recommendations to the city for the designation of a historic district shall be accompanied by:

a. map of the historic district that clearly delineates the boundaries,
b. a verbal boundary description and justification, and
c. a written statement of significance for the proposed historic district.

C. Notifications

When historic assets are being considered by the Commission for designation as historic landmarks, landmark sites, or inclusion in a historic district, the owners shall be informed of the proposed designation with detailed information including owner benefits, obligations, rights, and the process of enacting an ordinance to make such official designation. Notification will include a statement of the types of changes to the assets which will and which will not require issuance of a Certificate of Appropriateness before work is begun. They will be invited to confer with the Commission about the proposed designation. A copy of the city ordinance may be given to the owners.

Notification to Government Agencies

The Commission shall notify, as soon as is reasonably possible, the appropriate state, county, and municipal agencies of the official designation of all landmarks, landmark sites, and historic districts.

VI. Certificates of Appropriateness (COA)

The procedures and criteria for approving COAs will be in accordance with the city ordinance sections VII-XIV.

Approved:

____ ~~June 19, 2012~~ August 5, 2014

Chair, Gautier Historic Preservation Commission Date

____ ~~June 19, 2012~~ August 5, 2014

Certified Local Government Coordinator, Date
Gautier Historic Preservation Commission

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

ORDER NUMBER 188-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the 2000 Ford Crown Victoria (VIN# 2FAP71W8YX148384) Unit 55 is hereby declared surplus and removed from Police Department inventory.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell City Clerk
Date: July 23, 2014
Subject: Surplus Items

REQUEST:

City Council authorization is requested for the City of Gautier to declare surplus and remove a 2000 Ford Crown Victoria from the Police Departments inventory.

BACKGROUND:

This vehicle will be used for parts and will be of no further use to the City of Gautier.

2000 Ford Crown Victoria 2FAFP71W8YX148384 – Unit 55

RECOMMENDATION:

Based on the attached surplus item, City staff recommends that City Council authorize declaring this vehicle to be surplus and removed from City inventory.

ATTACHMENT(S):

Email from Danny Selover requesting car to be removed

From: Danny Selover <dselover@gautier-ms.gov>
Sent: Wednesday, July 09, 2014 10:13 AM
To: crussell@gautier-ms.gov
Cc: delbin@gautier-ms.gov; vnicholson@gautier-ms.gov; vbarnett@gautier-ms.gov; saguilar@gautier-ms.gov; csteen@gautier-ms.gov; 'Meehan Michael J SSGC'; 'Mike Meehan'
Subject: vehicle off inventory/ unit 55

Cindy,
Please remove below vehicle from the Police Departments inventory and insurance. This vehicle will be used for parts and will not be back in service.
Thanks,
Danny

2000 Ford Crown Victoria vehicle identification number 2FAFP71W8YX148384 , Unit 55

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

ORDER NUMBER 189-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of $250.00 for Peoples Bank for the Scott E. Pruitt Highway 90 Dedication Ceremony Reception is hereby approved.

IT IS FURTHER ORDERED that the monetary donations are in the “best interest” of the City of Gautier.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 5, 2014.

Councilman Colledge made the motion to go into closed session. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

Councilwoman Martin made the motion to go into executive session to discuss potential litigation and legal matters. **Councilman Anderson** seconded the motion and the vote unanimously carried.

Councilman Colledge made the motion to go into open session. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

Councilman Vaughan made the motion to recess the meeting until August 11, 2014 at 6:00 pm. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

APPROVED BY:

____

MAYOR

ATTEST:

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CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of August 19, 2014.