Tuesday
December 4, 2012
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Council of the City of Gautier, Mississippi was held December 4, 2012 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Tommy Fortenberry, Council Members Johnny Jones, Gordon Gollott, Mary Martin, Scott Macfarland, Adam Colledge, City Manager Samantha Abell, Interim City Clerk Cindy Russell, City Attorney Robert Ramsay and other concerned citizens. Absent was Councilman Hurley Ray Guillotte.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 4, 2012

I. Call to Order

1 **Prayer**

2 **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1 **Christmas Carols for City Employees scheduled on Thursday, December 6, 2012 at 9:00 AM**

2 **Office closed on Monday, December 24, 2012 and Tuesday, December 25, 2012 in Observance of Christmas Holidays**

3 **Office Closed on Monday, December 31, 2012 and Tuesday, January 1, 2013 in Observance of New Year's Day**

IV. Presentation Agenda

V. Public Agenda

1 **Agenda Comments**

VI. Business Agenda

1 Consider Order approving a Qualifying Hardship Payment Plan for Overdue Water and Sewer charges

2 Consider Order accepting FEMA Hazard Mitigation Grant Funding for MEMA's Coastal Wind Retrofit Project

3 Consider Order authorizing the City to enter into a contract with Geotechnical Engineering-Testing, Inc. for Allen Road improvements

4 Consider Order approving payment for services provided by Vaughn Lauban Designs, Inc. in the amount of $2,400.00 nun pro tunc

5 Consider Order approving Renovation Plans for the Gautier Public Works Building

6 Consider Order approving payment of services and contract renewal for Gulf Coast Communications and Security Systems

7 Consider Order approving Memorandum of Understanding and Intergovernmental Agreement with the MS Department of Wildlife, Fisheries and Parks to assume the operating and maintenance of Shepard State Park

8 Consider Order approving Dean Mosher Studio invoice in the amount of $4,205.55 For ELAR1/Pro and light display

9 Consider Resolution approving funding for MS Coast Crime Stoppers

10 Consider Order approving Docket of Claims

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

1 Consider Order receiving Attorney General letter not to interpose any objection to the specified change to the 2012 Redistricting Plan for the City of Gautier

2 Consider Resolution authorizing the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice

3 Consider Resolution approving in-kind services for Gautier Christmas Parade

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
December 4, 2012

1 Discuss Citizen Comments

2 Discuss Council Comments

3 Discuss City Manager Comments

4 Discuss Interim City Clerk Comments

5 Discuss City Attorney Comments

Motion was made by Councilman Colledge to add Consent Item #4 – Providence Baptist Church In-Kind Services and approve the agenda order. Motion was seconded by Councilman Macfarland and unanimously carried.

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

ORDER NUMBER 277-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Qualifying Hardship Payment Plan for overdue Water and Sewer Charges is hereby approved.

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

Motion was made by Councilman Macfarland, seconded by Councilman Jones and the following vote was recorded:

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

CITY OF GAUTIER

MEMORANDUM

To:	Honorable Mayor and Council
From:	Samantha D. Abell, City Manager
Date:	November 28, 2012
Subject:	Approval of a Qualifying Hardship Payment Plan for Overdue Water and Sewer Charges

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REQUEST:

The Council has requested the City Manager consider options for a qualifying hardship payment plan for delinquent water and sewer customers.

DISCUSSION:

Gautier has been implementing several strategies over the past several months to strengthen the City's financial practices, focusing initially on billing and collections areas. A well-managed utility should have a strong collection policy which precludes paying customers from subsidizing those that do not pay their bills. Although the number of customers that are affected by this policy is a relatively small percentage of the overall customer base, the City is nevertheless obligated by law to charge all users of the potable and sewerage systems equitably. Implementing a qualifying hardship payment plan for citizens who have accrued substantial fees through non-payment will provide a means for the City to recoup debt by a reasonable payment plan, in lieu of prosecution. Further, a payment plan ensures that the City can keep rates steady while continuing needed maintenance and repairs of the system.

Section 18.4-138 of the City's Code of Ordinance states thus:

> The city manager of the municipal water system shall review periodically the water contributions of users, the total costs of operation and maintenance (including replacement) of the water system, and the user charge system. The city manager shall revise the user charge, if necessary, to generate sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the water system, the cost of water treatment, retirement of existing debt included herein, and repayment of any drinking water systems improvements revolving fund loans.

Upon review, approximately $75,782.00 is owed to the City for active delinquent water/sewer/garbage, water/sewer, garbage-only, water-only and sewer-only accounts;

75% of this amount is greater than (3 years) delinquent. The estimated number of delinquent customers is <u>30.</u> Because the bulk of these customers need service, the City has sufficient opportunity to recover funds that will slow the rate of increases for paying customers.

I recommend that the Council direct the City Attorney to draft an ordinance amending Section 18, and establishing thus:

<u>Qualifying Payment Plan</u>. The City Manager or his/her designee may authorize an adjustment and/or payment plans for delinquent accounts, under certain circumstances. A minimum ten dollar ($10 dollar) monthly payment for delinquent debt must be assessed for qualifying accounts at plan start-up. A request for a payment plan shall be directed to the City Finance Director. The City will only authorize adjustments and/or payment plans on a case-by-case basis based upon the facts and circumstances of each account. The City Manager reserves the right to obtain City Council approval before authorization of an adjustment or payment plan is finalized.

In order to qualify for the hardship designation, participants must either (1) show proof that they have been a resident and/or property owner at the affected address prior to the City's 2002 annexation of the address, <u>and</u> (2) be eligible to participate in or already participate in one of the following low-income in programs: the Housing Subsidy Program For Renters; the Supplemental Security Income Program (S.S.I.); the Medicaid Program; the Nutrition Assistance Program (food stamps); the Temporary Assistance for Needy Families (TANF) program; the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and any federal or state unemployment compensation system, which would include those receiving unemployment compensation, a high school, college, vocational school or trade school student with a valid school identification card; a person 65 years of age or older; a person who has claimed the Earned Income Tax Credit on his state or federal individual income tax return for the most recent tax year; a person receiving worker's compensation income benefits; an active military duty service member, a Reservist or a member of the National Guard while on active duty; and someone who has declared bankruptcy or is in foreclosure.

<u>RECOMMENDATION</u>:

The City Council may:

1. Approve the recommendation and direct the City Attorney to draft an ordinance accordingly; or
2. Modify the proposed qualifications for the payment plan by either reducing or adding qualifications, and authorize the City Attorney to draft an ordinance accordingly; or
3. Deny the recommendation for a qualifying payment plan for delinquent customers.

CITY OF GAUTIER

DELINQUENT ACCOUNTS FOR ANNEXED AREA

	Account	Name	Current	Due 30-60	Due 60-90	Due 90-120	Over 120	Total Due
1	72843	KELL JOYCE	$42.00	$25.00	$42.00	$42.00	$785.00	$936.00
2	72788	FIELLO ANISE	$42.00	$25.00	$42.00	$42.00	$956.00	$1,107.00
3	72582	VAUGHAN GARY	$42.00	$25.00	$42.00	$42.00	$1,108.00	$1,259.00
4	72194	BRASWELL MELVIN L	$42.00	$25.00	$42.00	$42.00	$1,468.00	$1,619.00
5	72196	BRASWELL MELVIN L	$42.00	$25.00	$42.00	$42.00	$1,468.00	$1,619.00
6	61569	CUEVAS HELENE	$42.00	$25.00	$42.00	$42.00	$2,019.72	$2,170.72
7	50536	PRINGLE WILLIE L	$64.07	$25.00	$64.07	$64.07	$1,093.43	$1,310.64
8	70911	BILBO CHRISTA M	$83.37	$25.00	$83.37	$83.37	$1,240.41	$1,515.52
9	61700	KILLINGSWORTH GINGER	$42.00	$25.00	$112.00	$42.00	$638.32	$859.32
10	61099	HIBBIT CHARLES B	$42.00	$42.00	$42.00	$42.00	$2,276.15	$2,444.15
11	60550	THOMAS ALMA J	$77.86	$66.37	$66.37	$66.37	$461.49	$738.46
12	60173	ROBERTSON RUBY H	$83.37	$66.37	$66.37	$66.37	$2,045.77	$2,328.25
13	60035	LIZANA TINA M	$90.17	$76.82	$70.87	$70.87	$2,572.02	$2,880.75
14	61657	CUMBEST JOEY	$83.37	$83.37	$83.37	$66.37	$678.07	$994.55
15	60425	REEVES JR THOMAS L	$83.37	$83.37	$83.37	$83.37	$611.96	$945.44
16	60542	WEEMS MADDISON L	$83.37	$83.37	$83.37	$83.37	$750.33	$1,083.81
17	60848	ROWELL RICHARD K	$83.37	$83.37	$83.37	$83.37	$1,689.37	$2,022.85
18	61887	DEJAYNES JACKIE S	$83.37	$83.37	$83.37	$83.37	$2,504.77	$2,838.25
19	70040	GARCIA BOBBY	$83.37	$83.37	$83.37	$83.37	$3,040.41	$3,373.89
20	61348	NESBITT KATHY	$83.37	$83.37	$83.37	$83.37	$3,122.42	$3,455.90
21	70037	BRITT BRIAN	$83.37	$83.37	$83.37	$83.37	$3,330.45	$3,663.93
22	70038	BRITT BRIAN	$83.37	$83.37	$83.37	$83.37	$3,330.45	$3,663.93
23	61888	SAUNDERS BRENT	$83.37	$83.37	$83.37	$83.37	$3,437.41	$3,770.89
24	61329	BRITT BRIAN	$83.37	$83.37	$83.37	$83.37	$3,740.80	$4,074.28
25	60465	MASON ANDREW W	$83.37	$83.37	$83.37	$83.37	$3,754.67	$4,088.15
26	60310	PRIDDY ANN R	$83.37	$83.37	$83.37	$83.37	$4,387.45	$4,720.93
27	61342	PATTAT JR ALBERT W	$83.37	$83.37	$83.37	$83.37	$5,104.34	$5,437.82
28	61340	GROVES JAMES A	$86.77	$86.77	$86.77	$86.77	$3,604.53	$3,951.61
29	60260	VAN WINKLE MARGARET A	$86.77	$86.77	$86.77	$86.77	$4,365.42	$4,712.50
30	61336	BENNETT JERRY (TD)11/10/11					$2,195.81	$2,195.81
			$2,075.56	$1,817.28	$2,097.77	$2,010.77	$67,780.97	$75,782.35

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

ORDER NUMBER 278-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept FEMA Hazard Mitigation Grant Funding for MEMA's Coastal Wind Retrofit Project which includes the Gautier Police Station Wind Retrofit Project

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

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Eric Meyer, Director of Economic Development and Planning Dept.

Date: November 27, 2012

Subject: FEMA Hazard Mitigation Grant Award for Police Station Wind Retrofit- #1794-23-01

REQUEST:

The Economic Development and Planning Department requests City Council approval to accept FEMA Hazard Mitigation Grant Funding for MEMA's Coastal Wind Retrofit Project which includes the Gautier Police Station Wind Retrofit Project.

BACKGROUND:

The City of Gautier applied for Hazard Mitigation grant funding in September 2011 to retrofit the Police Department's windows. Effective November 7, 2012, FEMA approved MEMA's Coastal Wind Retrofit Project which includes the City of Gautier's Police Station Wind Retrofit Project. The Statement of Work is defined below:

> *The City will retrofit 1 set of double doors and 2 storefront window walls with large missile impact resistant material bringing the level of protection from 130 to 150 mph. The City has provided a letter from a professional architect confirming that once project is completed, the structure will comply with the IBC and be able to withstand 150 mph wind loads.*

DISCUSSION:

The approved Total Cost for the project is $22,800. The 75% Federal Cost Share is $17,100 and the 25% Local Cost Share for the City of Gautier is $5,700. Payments will be made on an eligible cost reimbursement basis and subject to receipt and approval of invoices. The project must be completed by Nov. 8, 2013.

RECOMMENDATION:

Economic Development and Planning Department staff recommends that City Council accept the grant award and the local cost share as described above.
The City Council may:

1. Accept the grant award as described; or
2. Decline the grant award.

ATTACHMENT(S):

FEMA Approval Letter
Hazard Mitigation Grant Program Agreement

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

November 8, 2012

Mr. Robert R. Latham, Jr., Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, Mississippi 39208

Attention: Mr. Jana Henderson

Reference: Hazard Mitigation Grant Program (HMGP) Project 1794-0023 Parts 1 and 2, MEMA Coastal Wind Retrofit Project

Dear Mr. Latham:

I am pleased to inform you that the project referenced above has been approved for $48,760 with a Federal share of $36,570. The project's non-federal share of $12,190 will be provided by the City of Gautier and Jackson County.

The following is the approved Statement of Work (SOW) for the above referenced project as approved in the application:

Part 1: City of Gautier Police Station Wind Retrofit: The City will retrofit 1 set of double doors and 2 storefront window walls with large missile impact resistant material bringing the level of protection from 130 to 150 mph. The property is located at 3329 HWY 90, Gautier, MS. The City has provided a letter from a professional architect confirming that once project is completed, the structure will comply with the IBC and be able to withstand 150 MPH wind loads.

Part 2: Jackson County Fort Lakes Fire Department Wind Retrofit: Jackson County will upgrade 10 bay doors, 5 windows and one office door to protect structure and contents against 140 mph winds. Fire station is owned by the county. Information and documentation was provided that says all other components and the building envelope are built to within the 140mph.

The period of performance for this subgrant shall be November 7, 2015. All of the activities specified in the scope of work should be completed no later than this date.

In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation with 90 days, no later than February 5, 2016.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

Please refer the subgrantee to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount originally funded and additional federal funds are needed, the subgrantee must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The State HMGP administrative plan defines the procedure whereby the GAR may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. EHP has placed the following condition on the project:

- Applicant shall coordinate with their local floodplain administrator prior to construction. Copies of any permits and verification of compliance with permits will be required at project closeout. If no permits are required, a statement from the local floodplain administrator will be required at project closeout.

The State (grantee) must obtain prior approval from the Federal Emergency Management Agency (FEMA) before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

The obligation report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account number **1794DRMSP00000005.**

If you have any questions, please contact Camille Crain of my staff at (770) 220-5485.

Sincerely,

For

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1794	23-R	0	38	1	42	MS	Statewide

Subgrantee: MISSISSIPPI EMERGENCY MANAGEMENT AG Project Title : MEMA Coastal Critical Facility Wind Retrofit
Subgrantee FIPS Code: 000-U0220

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$134,070	$134,070	$0	$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$134,070	$0	$0	$134,070	11/06/2012	Accept	2013

Comments

Date: 11/06/2012 User Id: DBURKETT

Comment: 1794-0023-R Aplcn: 38 Amendment 0 Action 1 Allocation Nr. 27 $134,070; MEMA Coastal Wind Retrofit for City of Gautier Police S Jackson County Fort Lakes Fire Department and the Singing River Hospital System Ocean Springs Hospital Phase I (Design) appro for funding HMO

Date: 11/06/2012 User Id: HCRAIN1

Comment: I have submitted an obligation request for new federal funding for 1794-0023 MEMA Coastal Wind Retrofit for City of Gautier Police Station, Jackson County Fort Lakes Fire Department and the Singing River Hospital System Ocean Springs Hospital Phase I (Desig There is no spend plan for DR1794. Please process. Camille

Authorization

Preparer Name: HEATHER CRAIN Preparation Date: 11/06/2012

HMO Authorization Name: DEBORAH BURKETT HMO Authorization Date: 11/06/2012

Judy S. Ben	Chief, HMA Branch	11.6.12
Authorizing Official Signature	Authorizing Official Title	Authorization Date
Authorizing Official Signature	Authorizing Official Title	Authorization Date

Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39208

November 26, 2012

Samantha Abell, Director of Economic Development
Gautier, City of.
Gautier, MS 39553

RE: Gautier, City of 1794-23-01

We are pleased to inform you that the above referenced Hazard Mitigation Grant has been approved and funded as indicated on the attached Hazard Mitigation Grant Program Agreement. The Hazard Mitigation Grant Program agreement should be signed and returned to this office prior to commencing any activities under your grant.

The following conditions are applicable to this grant:

1. A quarterly report detailing all project activities during the quarter must be submitted within 15 days after the end of each calendar quarter.
2. Any change in the scope of work, period of performance or budget must be requested in writing and have prior approval by MEMA and FEMA.
3. Reimbursement request of eligible cost should be submitted through MitigationMS.org and include copies of all invoices and receipts.
4. Staff from this office will meet with you prior to commencing work to discuss project and financial documentation and reporting requirements.

If you have questions concerning this matter, please contact your district Mitigation Grants Specialist or call 601-933-6884.

Sincerely,

Jana N. Henderson, SHMO
Director, Mitigation Grants Bureau
Office of Mitigation

HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State is Robert R. Latham, Jr. Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is **Gautier, City of**. The interests and **responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.**

Pursuant to the Hazard Mitigation Grant **1794-23-01**, funds in the amount of **$17,100.00** are hereby awarded to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost:	**$22,800.00**	
Federal Cost Share:	**$17,100.00**	75%
State Cost Share:	**$0.00**	0%
Local Cost Share:	**$5,700.00**	25%

The Federal cost share may not be greater than 75% of the approved Federal project cost and the non-Federal share (State and Local cost share combined) may not be less than 25% of the approved Federal project cost.

The Subgrantee agrees that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee.

2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.

3. The Subgrantee will use disaster assistance funds solely for the purposes for which these **funds are provided and as approved by the Governor's Authorized Representative.** Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.

4.. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.

5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.

6. The Subgrantee will establish and maintain a proper accounting system to record

expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.

7. The local cost share funding will be available within the specified time.

8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.

9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Subgrantee.

10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.

11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.

12. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.

13. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.

14. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.

15. The Subgrantee will comply with the National Flood Insurance Program and the community's flood protection ordinance.

16. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.

17. The Subgrantee will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

18 The Subgrantee will provide the Grantee copies of audit reports that include funds provided under this agreement.

19. The Subgrantee agrees that the disaster relief project contained in this Agreement will be completed by __**Nov. 8, 2013**__. Completion dates may be extended upon justification by

the Subgrantee and approval by the Governor's Authorized Representative.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subgrantee violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

____________________________	____________________________
Robert R. Latham, Jr. Governor's Authorized Representative	**Subgrantee's Authorized Representative**
____________ Date	________________ Date

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

ORDER NUMBER 279-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services contract with Geotechnical Engineering-Testing, Inc. for soils explorations and geotechnical engineering studies for the proposed Allen Road improvements.

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

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

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MAYOR

ATTEST:

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INTERIM CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Eric Meyer, Economic Development and Planning Director
Date:	November 27, 2012
Subject:	Authorization to enter into a contract with Geotechnical Engineering-Testing, Inc. for Allen Road soils explorations and geotechnical engineering studies

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REQUEST:
The Economic Development and Planning Department requests authorization for the City of Gautier to enter into professional services contract with Geotechnical Engineering-Testing, Inc. for soils explorations and geotechnical engineering studies for the proposed Allen Road improvements at a cost not to exceed $6,630.00.

BACKGROUND:
Allen Road improvements will consist of the design and construction of repaving and widening of approximately 1800 ft. of Allen Road from Highway 57 south and eastward. The road is to be widened from two lanes to two lanes with an interior turn lane.

DISCUSSION:
Geotechnical Engineering-Testing, Inc. proposes to conduct soil test borings and perform physical laboratory soil mechanics tests on selected soil samples. The soils exploration results will be evaluated, engineering analyses will be made, and geotechnical engineering recommendations will be formulated for the project. A final report should be completed within about six weeks after the authorization has been given to proceed.

RECOMMENDATION:
City staff recommends that City Council approve the authorization of the professional services contract as outlined above at a cost not to exceed $6,630.00. City Council may:

1. Authorize entering into the professional services contract as presented; or
2. Authorize entering into a revised professional services contract; or
3. Disapprove entering into the professional services contract as presented.

ATTACHMENT(S):
Proposed Scope of Work and Fees from Geotechnical Engineering-Testing, Inc.
Proposal Acceptance Document

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

~ Geotechnical Evaluations – Geosciences – Construction Materials – Pavement Management ~

August 3, 2011

Mr. Keith Bumpers, P.E.
Compton Engineering, Inc.
1706 Convent Avenue
Pascagoula, MS 39597

Re: Proposed Scope of Services and Fees for Soils Explorations and Geotechnical Engineering Studies for the Proposed Allen Road Improvements for the City of Gautier, Mississippi

Dear Keith:

Geotechnical Engineering-Testing, Inc. is pleased to provide Compton Engineering, Inc. and the City of Gautier a proposed scope of services and associated fees for soils explorations and geotechnical engineering studies for the proposed Allen Road Improvements. This proposal is in response to your email request for proposal dated July 28, 2011. We have reviewed the information you provided to us and we have looked at the road. We believe we have an understanding of the geotechnical engineering requirements for this project.

PROJECT DESCRIPTION

We understand that the project requiring the geotechnical engineering studies will generally consist of the design and construction of repaving and widening of approximately 1800 ft of Allen Road from Highway 57 south and eastward. The road is to be widened from two lanes to two lanes with an interior turn lane

SCOPE OF SERVICES

We plan to explore the subsurface soils for the above-described project by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the borings. These soils explorations will be performed under the supervision of a licensed engineer of our firm. The soils exploration results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. Specifically we plan to analyze the pavement sections and make recommendations for any special ground preparations that we find may be required for the project. A formal engineering report of our findings, opinions and recommendations will be prepared by the licensed engineer for this project, and this engineer will be available for consultation that may be required by you. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

904 Butler Drive • Mobile, Alabama 36693 • 251.666.7197 • FAX: 251.666.7380
www.geoengr.com

We plan to make seven exploratory soil test borings at the project site. These borings will generally be located at about 300 ft intervals along the existing road alternating from left to right of the pavement and within the pavement. It is our understanding that we will locate and mark the borings in the field.

The planned depth of soil borings within the pavement areas is about 6 ft. Should significant unsuitable soils be indicated by these boring operations, the boring depths for pavements may require adjustments. We plan to make the soil test borings with hand auger equipment.

The auger soil borings within the pavement areas will generally be made with hand augers in order to better delineate the soil stratification. These borings will be conducted in general accordance with standard procedures for boring and sampling soils. Each type soil encountered by these borings as determined by visual examination in the field, will be sampled, logged and retained for additional examination by a geologist or engineer and for laboratory testing. Logs of Boring will be prepared for these auger soil borings.

We plan to make a 3 ft deep dynamic cone penetration test at the pavement boring locations. This test is made using a Dual Mass Dynamic Cone Penetrometer developed by the Department of Army, Waterways Experiment Station (WES), Corps of Engineers. The test consists of driving a 0.79 inch diameter cone into the ground with a 17.6 sliding hammer from a height of 22.6 inches. The penetration of the cone under sets of hammer blows is measured (at about 25 to 50 mm or 1 to 2 inch intervals) and converted to penetration per blow, which is also the DCP index, mm/blow. The DCP index is in turn converted to a CBR value in accordance with WES correlation studies. Results of the dynamic cone penetration tests (in situ CBR values) at about 1 inch increments to a depth of about 36 inches at the boring locations will be estimated.

The boreholes will be filled within a day or two after the borings are completed. Groundwater measurements will be made at least one day after the borings are complete.

We plan to perform physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and type of these tests will depend on the apparent types and conditions of soils encountered by the borings. We estimate that these laboratory tests may include moisture content, grain size, Atterberg limits, and laboratory Proctors. These tests will be performed in general accordance with the applicable laboratory testing standards.

PROPOSED TIME OF WORK

We are usually in a position to start a project such as this within one to two weeks of the authorization to proceed. About one to two days will be required to conduct the fieldwork. An additional three weeks will be required for laboratory testing and preparation of an engineering report. The project should be completed within about six weeks after the authorization has been given to us.

PROPOSED FEES AND GENERAL CONDITIONS

Our proposed fees for the services outlined above will be based on our standard unit fees (Fee Schedule dated July 1, 2008) for soil borings made, tests performed and hours worked on the project. We have estimated the number of various units of service that may be used on this project and the associated fees, and these are shown in the table attached. Our total estimated fee for this project is about SIX THOUSAND SIX HUNDRED THIRTY DOLLARS ($6,630.00). Should conditions be encountered that will require additional or less services than has been estimated, we will adjust our total fees for the actual work done. Your permission will be obtained prior to doing additional work that will cause our total fees to be greater than we have estimated.

A proposal acceptance document and general conditions are attached for signature. This acceptance document signed by the appropriate parties will constitute a contract for us to perform the professional services proposed above. In lieu of signing that document, a letter signifying acceptance of this proposal and the general conditions will be a sufficient contract for us to provide the services.

We are assuming that this proposal is not being used for competitive price comparisons. The Mississippi State Board of Licensure for Professional Engineers and Land Surveyors does not allow competitive price comparisons for engineering or land surveying services. Our quoted professional fees, therefore, must not be used for that purpose. Should price comparisons of proposals be the intent, please return this proposal to us and exclude our firm from any competitive price competition.

Our firm appreciates this opportunity to provide engineering services to Compton Engineering, Inc. and the City of Gautier. Should you have any questions regarding this proposal or if we have misinterpreted your request, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project. We will be happy to meet with you to make a verbal presentation of this proposal if you desire.

We thank you very much for your consideration of using our firm for providing the geotechnical engineering services on your project.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Lynn C Doyle

LYNN C. DOYLE, P.E.
Principal Engineer
Mississippi License No. 5900
Date: 8/3/11

LYNN C. DOYLE
REGISTERED PROFESSIONAL ENGINEER
5900
STATE OF MISSISSIPPI

LCD/awg

attachments

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES FOR SOILS EXPLORATIONS AND GEOTECHNICAL ENGINEERING EVALUATIONS FOR THE PROPOSED ALLEN ROAD IMRPOVEMENTS FOR THE CITY OF GAUTIER, MISSISSIPPI

AUGUST 3, 2011

ITEM OF SERVICE	EST. UNITS		UNIT FEE		EST. TOTAL FEE	
A. FIELD EXPLORATIONS:						
1. Mobilization of Crew	1	Each	$ 500.00	/Ea	$ 500.00	
2. Auger Borings and Dynamic Cone	7	Each	$ 150.00	/Ea	$ 1,050.00	
			Estimated Subtotal		$ 1,550.00	$ 1,550.00
B. LABORATORY SOIL MECHANICS TESTS:						
1. Moisture Content Test	20	Each	$ 10.00	/Ea	$ 200.00	
2. Grain Size Analysis Test (Hydrometer)	14	Each	$ 85.00	/Ea	$ 1,190.00	
3. Atterberg Limits Test	14	Each	$ 65.00	/Ea	$ 910.00	
4. Proctor Density (Standard)	2	Each	$ 90.00	/Ea	$ 180.00	
			Estimated Subtotal		$ 2,480.00	$ 2,480.00
C. ENGINEERING SUPERVISION, STUDY AND REPORT:						
1. Engineering Technician IV	8	Hours	$ 65.00	/Hr	$ 520.00	
2. Professional Geotechnical Engineer, Project/Principal	12	Hours	$ 150.00	/Hr	$ 1,800.00	
3. Clerical	8	Hours	$ 35.00	/Hr	$ 280.00	
			Estimated Subtotal		$ 2,600.00	$ 2,600.00
					ESTIMATED TOTAL	**$ 6,630.00**

Geotechnical Engineering-Testing, Inc.

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

- Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management -

904 Butler Drive
Mobile, Alabama 36693
251/666-7197
FAX: 251/666-7380
E-Mail: marketing@geoengr.com
Web Site: www.geoengr.com

Lynn C. Doyle, P.E.
Curt Doyle, P.E.
Jeff Kuhr, P.E.
Edith Louden, P.E.

PROPOSAL ACCEPTANCE DOCUMENT

PROJECT DESCRIPTION: Soils Explorations and Geoetchnical Engineering Studies for the Proposed Allen Road Improvements for the City of Gautier, Mississippi

PROJECT LOCATION: Gautier, Mississippi

PROPOSAL DATE: August 3, 2011

FOR PAYMENT OF CHARGES

Invoice to: City of Gautier (Accounts Payable) Telephone # 228-497-2767

Address: 3330 Hwy 90 City Gautier State MS Zip 39553

PROPERTY OWNER IDENTIFICATION (if other than above)

Name: ______

Street Address: ______

City, State and Zip Code: ______

Attention: ______

P.O. # (if required): ______ Your Contract # (if required) ______

Special Instructions: ______

ACCEPTANCE OF PROPOSAL AND GENERAL CONDITIONS (attached)

Accepted By: ______

Title: City Manager

Date: ______

PROFESSIONAL MEMBERSHIPS:

American Society of Civil Engineers - National Society of Professional Engineers - ASFE/The Association of Engineering Firms Practicing in the Geosciences - Deep Foundations Institute - American Society for Testing and Materials - International Society of Soil Mechanics and Foundation Engineering - Society of American Military Engineers - National Water Well Associations - American Concrete Institute - Institute of Transportation Engineers - American Public Works Association

GENERAL CONDITIONS

SECTION 1: RIGHT OF ENTRY

1.1 The client will provide for right of entry of GEOTECHNICAL ENGINEERING-TESTING, INC. and all necessary equipment, in order to complete the work.

While GEOTECHNICAL ENGINEERING-TESTING, INC. will take all reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

SECTION 2: UTILITIES

2.1 In the prosecution of its work, GEOTECHNICAL ENGINEERING-TESTING, INC. will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The Owner agrees to hold GEOTECHNICAL ENGINEERING-TESTING, INC. harmless for any damage to subterranean structures that are not called to GEOTECHNICAL ENGINEERING-TESTING, INC.'s attention and correctly shown on the plans furnished.

SECTION 3: SAMPLES

3.1 GEOTECHNICAL ENGINEERING-TESTING, INC. will retain all soil and rock samples for 30 days. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 4: INVOICES

4.1 GEOTECHNICAL ENGINEERING-TESTING, INC. will submit invoices to client monthly and a final invoice upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request.

4.2 Payment is due within fifteen (15) days of invoice date and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or at the maximum rate allowed by law, on past due accounts. Client agrees to pay attorney fees for collection of accounts more than 120 days past the invoice date.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOTECHNICAL ENGINEERING-TESTING, INC., as instruments of service, shall remain the property of GEOTECHNICAL ENGINEERING-TESTING, INC.

5.2 GEOTECHNICAL ENGINEERING-TESTING, INC. will retain all pertinent reports relating to the services performed for a period of five years following submission of the report during which period the records will be made available to the client at all reasonable time.

SECTION 6: DISPUTES

6.1 In the event of a dispute relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim including staff time, court costs, attorney's fees, and other claim-related expenses.

SECTION 7: STANDARD OF CARE

7.1 Services performed by GEOTECHNICAL ENGINEERING-TESTING, INC. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by GEOTECHNICAL ENGINEERING-TESTING, INC. and that the data, interpretations and recommendations of GEOTECHNICAL ENGINEERING-TESTING, INC. are based solely on the information available to it. GEOTECHNICAL ENGINEERING-TESTING, INC. will be responsible for these data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8: INSURANCE

8.1 GEOTECHNICAL ENGINEERING-TESTING, INC. represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that GEOTECHNICAL ENGINEERING-TESTING, INC. has such coverage under public liability and property damage insurance policies which GEOTECHNICAL ENGINEERING-TESTING, INC. deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Within the limits and conditions of such insurance, GEOTECHNICAL ENGINEERING-TESTING, INC. agrees to indemnify and save client harmless from and against any loss, damage, or liability arising from any negligent acts by GEOTECHNICAL ENGINEERING-TESTING, INC., its agents, its staff, and consultants employed by it. GEOTECHNICAL ENGINEERING-TESTING, INC. shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GEOTECHNICAL ENGINEERING-TESTING, INC., shall not be responsible for any loss, damage or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.

SECTION 9: TERMINATION

9.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GEOTECHNICAL ENGINEERING-TESTING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

9.2 In the event of termination of Agreement or suspension of work for more than three (3) months, prior to completion of all reports contemplated by this Agreement, GEOTECHNICAL ENGINEERING-TESTING, INC. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEOTECHNICAL ENGINEERING-TESTING, INC. in completing such analyses, records and reports.

SECTION 10: ASSIGNS

10.1 Neither the Client nor GEOTECHNICAL ENGINEERING-TESTING, INC. may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 11: LIMITATION OF LIABILITY

11.1 . The Owner agrees to limit GEOTECHNICAL ENGINEERING-TESTING, INC.'s liability to the Owner and to all construction Contractors and Subcontractors on the project arising from GEOTECHNICAL ENGINEERING-TESTING, INC.'s negligent acts, errors, omissions, such that the total aggregate liability of GEOTECHNICAL ENGINEERING-TESTING, INC. to all those named shall not exceed $50,000.00 or GEOTECHNICAL ENGINEERING-TESTING, INC.'s fee for the services rendered on this project, less direct third-party costs, whichever is greater. The Owner further agrees to require of the Contractor a similar limitation of the liability of GEOTECHNICAL ENGINEERING-TESTING, INC. to the Owner, to the Contractor and his Subcontractors due to GEOTECHNICAL ENGINEERING-TESTING, INC.'s negligent acts, errors or omissions.

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

ORDER NUMBER 280-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that payment for services provided by Vaughn Lauban Designs, Inc. in the amount of $2,400.00 nun pro tunc is hereby approved.

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

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

AYES: **None**

NAYS: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

DENIED AND FAILED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell Interim City Clerk
Date:	November 27th, 2012
Subject:	Approval of Payment for Services provided

REQUEST:
Vaughn Lauban Designs submitted an invoice for payment of services provided. The owner, Mr. Jason Lauban, requests payment in the amount of $2,400.00.

BACKGROUND
The City of Gautier has received a proposal from Vaughn Lauban Designs, Inc for the amount of $4000.00. The past City Manager gave direction to the Purchasing Division to issue a purchase order for this amount to design the plans for the interior remodeling of the Public Works Building on 3/9/2011. This was charged to building improvements out of the enterprise fund. As of today, we have paid 40% down for the 1st preliminary drawing in the amount of $1,600.00 on 5/20/11. We have received the completed drawings with an invoice for the remaining amount of $2,400.00. The Finance Director finds that there are funds available in the contract services account from the enterprise fund. The Council could also opt for the services to be taken from the GO Bond. The City Manager has requested a service agreement (attached). The City Attorney has made the legal determination that in order to pay for services rendered, the service agreement may be approved by Council nun pro tunc ("after the fact").

DISCUSSION
The City Council should determine whether to pay remaining invoices for services rendered.

RECOMMENDATION
The City Council may:
1. Approve payment for services provided nun pro tunc
2. Deny payment, due to Council not approving a service agreement prior to work commencement

If approved, Council should:
1. Authorize payment from the enterprise fund
2. Authorize payment from the GO Bond

ATTACHMENT(S):
Yes

Vaughn Lauban Designs, Inc.
4850 Gautier Vancleave Rd., Suite 5
Gautier, MS 39553
Ph. 228-497-7074
Fax 228-497-7076

March 7, 2011

To: City of Gautier, MS

Subject: Plans for Interior Remodel of Commercial Office Space 4,120 sq. ft.
-Public Works Building

We are pleased to quote on the following plan package for your consideration. The plans are to include:

*Floor plan to owner's specs.
*Electrical plan, including phone and data (existing and new)
*HVAC plan (existing and new)
*Front elevation (existing and new)

Bid amount - $4,000.00 (40% due at preliminary design #1, balance due at completion)

This price does not include any engineering. In house engineering is available if required and will be done at cost plus 10%.

Thank you,

Jason Lauban
Vaughn Lauban Designs, Inc.

Vaughn Lauban Designs, Inc.
4850 Gautier Vancleave Rd., Suite 5
Gautier, MS 39553
228-497-7074

Invoice

Customer

Name: City of Gautier
Address:
City: Gautier State: MS ZIP: 39553
Phone:

Date: 5/15/2012
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
	Interior Remodel Retainer		
	Plans for Interior Remodel of Commercial Space in Public Works Building - $4,000.00 Bid Amount		$4,000.00
	40% Due for 1st Preliminary (Paid 5/20/2011)		($1,600.00)

Payment Details

- ○ Cash
- ○ Check
- ○ Credit Card

Name
CC #
Expires

Balance Due	$2,400.00
Shipping & Handling	
Taxes State	
TOTAL	$2,400.00

Office Use Only

Thank You

Samantha Abell

From:	Cindy Steen <csteen@gautier-ms.gov>
Sent:	Tuesday, November 06, 2012 1:14 PM
To:	sabell@gautier-ms.gov
Cc:	crussell@gautier-ms.gov; tmontgomery@gautier-ms.gov
Subject:	FW: PW Admin Building
Attachments:	CityGautierBid.doc

Sam,

The attached proposal is from Vaughn Lauban Designs, Inc for the amount of $4,000.00. Sidney Runnels gave me instructions to issue a purchase order for this amount to design the plans for the interior remodeling of the Public Works Building on 3/9/2011. This was to come out of the bond account and was charged accordingly. As of today, we have paid 40% down for the 1st preliminary drawing in the amount of $1,600.00 on 5/20/11. We have received the completed drawings today with an invoice for the remaining amount of $2,400.00. Please let me know how you would like to proceed.

Thanks,
Cindy

Samantha Abell

From: Cindy Steen <csteen@gautier-ms.gov>
Sent: Friday, November 09, 2012 9:04 PM
To: sabell@gautier-ms.gov
Subject: Re: Plans

Jason,

I have sent your email to the City Manager and waiting for response. I will email you as soon as I know something.

Thanks do much,

Cindy Steen
Purchasing Agent
City of Gautier

On Nov 9, 2012, at 1:07 PM, Cindy Steen <csteen@gautier-ms.gov> wrote:

> Cindy Steen
> Purchasing Agent
> City of Gautier
>
> Begin forwarded message:
>
>> **From:** Jason Lauban <jvlauban@bellsouth.net>
>> **Date:** November 9, 2012, 11:06:15 AM CST
>> **To:** Cindy Steen <csteen@gautier-ms.gov>
>> **Subject: Plans**
>>
>> Zach picked up the city plans the other day, are you going to mail me a check or should I come by there to pick up?

```
GLMCLM01 GLHIST2011          CASH DISBURSEMENTS DATA ENTRY          GLWCLM97/R4
Fund  400  WATER & SEWER UTILITY              Trans  111962 Amount       1600.00
Claim     458  Claim Date  5 11 2011 Release Date  5 17 2011 Status P (NOVDHP)
Bank 402 Check Date  5 18 2011      Check    8376 Cash Acct  000 002 Source CD
Voided           by              Reason
Vendor No    4125 Payee VAUGHN LAUBAN DESIGNS, INC.
CLEARED           Addr1 4850 GAUTIER VANCLEAVE RD       Add  20110511 TLM
 5 31 2011        Addr2 SUITE 5                         Chg  00000000
Page No  1        City  GAUTIER            MS 39553     1099 Form   Type
For Investments CD No              Maturity Date            Rate
 Account          Description              Invoice   InvoiceDate     Amount
400650721 PLANS-INTERIOR REMODEL (40%)     RETAINER   5 10 2011      1600.00
```



```
          F13-MODE    F14-PAPERLINK
F3-Next_Claim,PAGE-UP_for_Prev_Claim F4-Prev_Detail  F5-Next_Detail F13-Mode
```

Was not approved by Council.
Paid on Docket of Claims

GLMPIQ01 PURCHASE ORDER MASTER FILE MAINTENANCE GLWPIQ97/R4

Order Number 110616 Date 3 9 2011 By 130 DENNIS REEVES
Type R (REFTL) Status V (O=Open,C=Closed,V=Void)
Vendor 4125 Ship To 1 Ship VIA
VAUGHN LAUBAN DESIGNS, INC.
4850 GAUTIER VANCLEAVE RD
SUITE 5
GAUTIER MS 39553

Total Order Amount
Remaining Balance

Expected Delivery 4 9 2011
Cancel After 99 99 9999
Req. Number 110713

Dates: Bid Contract State Contract
Special Instructions PAID THRU DISBURSEMENTS

Released to Accounts Payable (Y/N)

Added 3 9 2011
CHS
Changed 3 15 2012
CHS

Please press PF3 For next record or ENTER for line items

Total Amount $4000.00
110616
130-130-755

Tricia Thigpen

From:	Dennis Reeves <dreeves@gautier-ms.gov>
Sent:	Wednesday, September 19, 2012 3:40 PM
To:	tthigpen@gautier-ms.gov
Cc:	csteen@gautier-ms.gov
Subject:	PW Admin Building
Attachments:	CityGautierBid.doc

Tricia,

I don't have too much on this, only the correspondence with Cindy (below) and the attached proposal. As I understand, Mr. Runnels signed the P.O. and Requisition, since it was coming out of the Bond account.

I'll keep looking to see if I can find any correspondence regarding an Agenda item.

Thanks.

Dennis W. Reeves, P.E.
Director of Public Works
City of Gautier
3330 Hwy 90
Gautier, MS 39553
Ph: 228-497-4283
Web: www.gautier-ms.gov

-----Original Message-----
From: Cindy Steen [mailto:csteen@gautier-ms.gov]
Sent: Monday, March 07, 2011 4:50 PM
To: dreeves@gautier-ms.gov
Subject: FW: (no subject)

A purchase order has to be done. I'll take care of it. I need to know what account you want this budgeted to.

-----Original Message-----
From: Monica Culpepper [mailto:mcul@bellsouth.net]
Sent: Monday, March 07, 2011 1:32 PM
To: Jason Lauban
Subject: (no subject)

1

Motion was made by Mayor Fortenberry to table Business Item #5 – Renovation Plans for the Gautier Public Works Building. Motion was seconded by Councilman Johnny Jones and unanimously carried.

ABSENT: Hurley Ray Guillotte

CITY OF GAUTIER

MEMORANDUM

To: Honorable Mayor and Council

From: Samantha D. Abell, City Manager

Date: November 29, 2012

Subject: Consideration of Renovation Plans for the Gautier Public Works Building

---

REQUEST:

The Council should consider the renovation plans submitted by Vaughn Lauban Designs, Inc and approve or disapprove. Upon approval, Staff will move forward with efforts for funding.

DISCUSSION:

The previous City Manager requested renovation plans for the City's Public Works Building. The plans were reviewed by the City Engineer/Public Works Director and completed March 7, 2011. The Building Official has determined that no load-bearing walls are affected and will fully review the plans for code compliance upon Council's action. The Council should consider the plans for approval and direct the City Manager accordingly.

RECOMMENDATION:

The City Council may:

1. Approve the renovation plans; or
2. Table the renovation plans for future consideration; or
3. Not approve the renovation plans.

ATTACHMENTS:

Vaughn Laubun Design Renovation Design

ALTERATIONS to:

CITY of GAUTIER UTILITIES BUILDING

LOCATION MAP
Not to Scale

Index of Sheets

NAHB
NATIONAL ASSOCIATION HOME BUILDERS

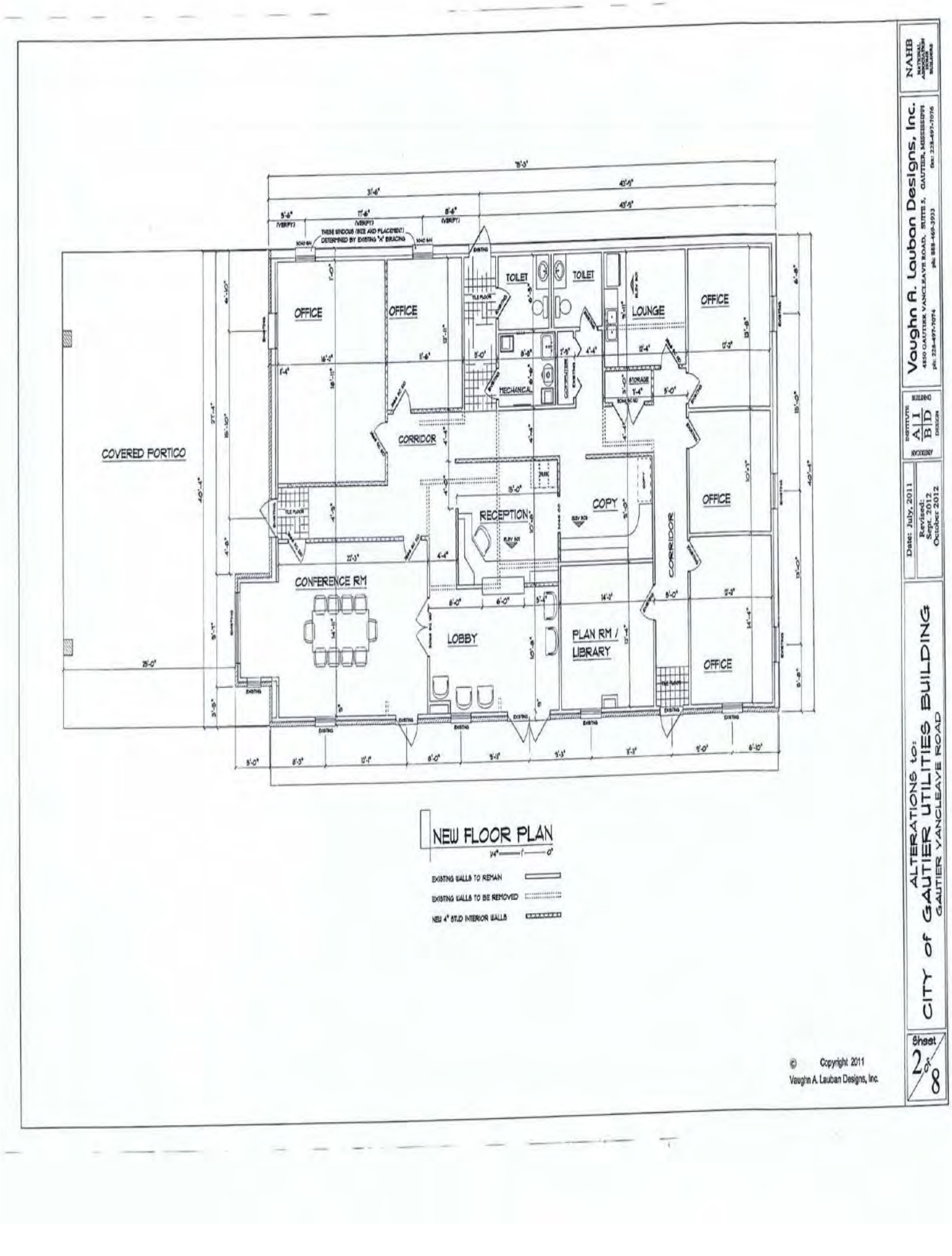
Vaughn A. Lauban Designs, Inc.
4850 GAUTIER VANCLEAVE ROAD, SUITE 5, GAUTIER, MISSISSIPPI
ph: 228-497-7074 ph: 888-460-3933 fax: 228-497-7076

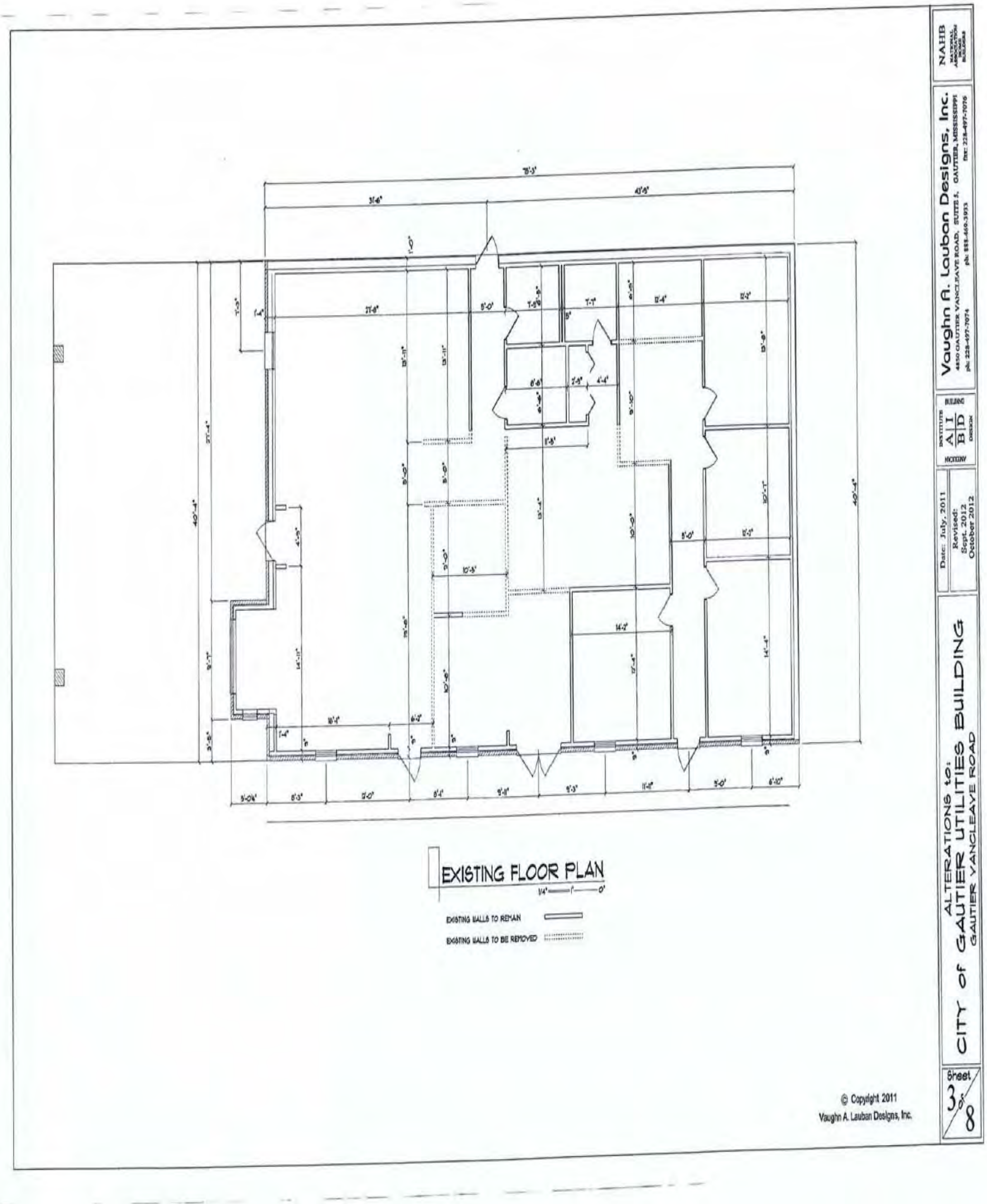
AMERICAN INSTITUTE BUILDING DESIGN
A I B D

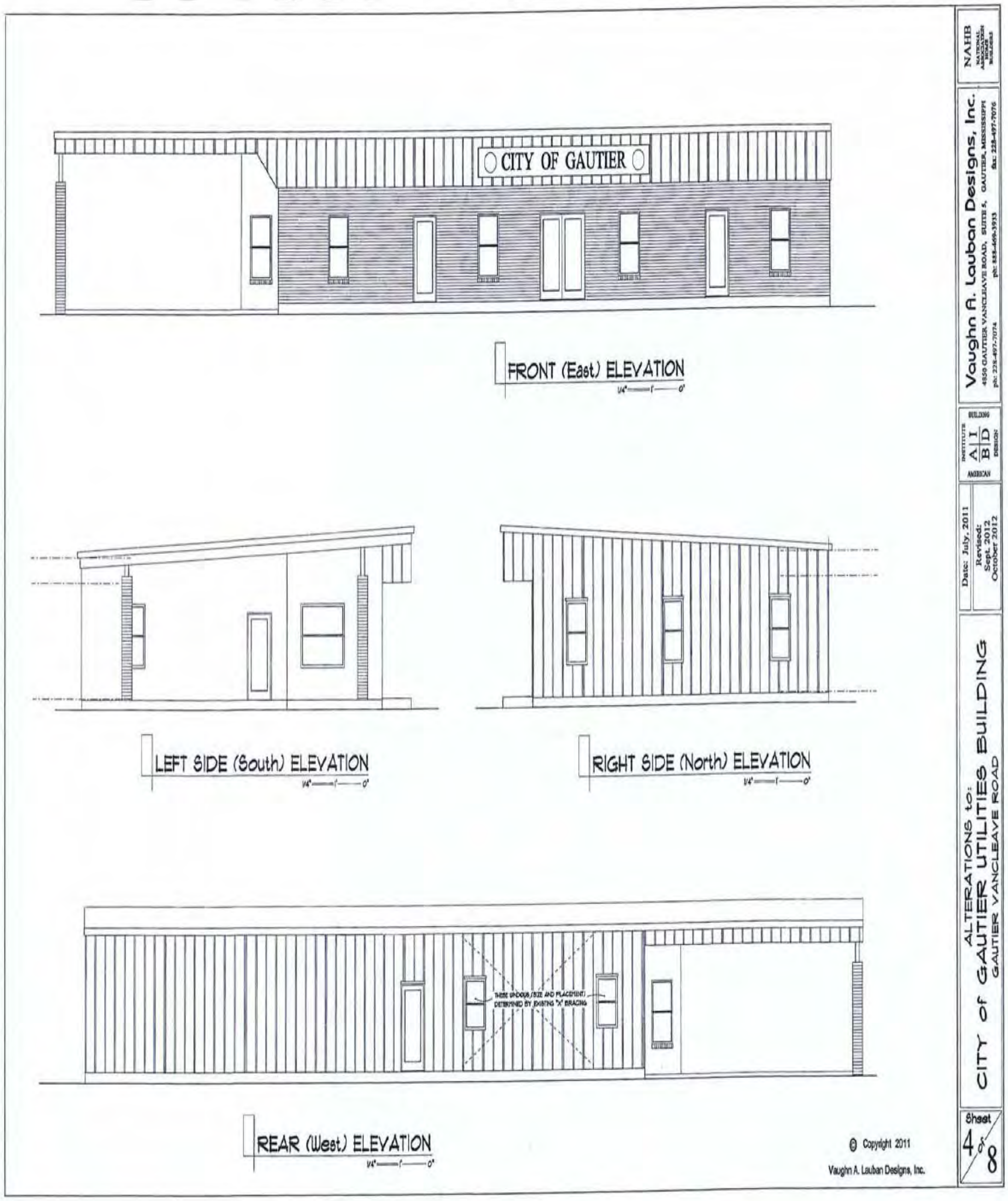
Date: July, 2011
Revised:
Sept. 2012
October 2012

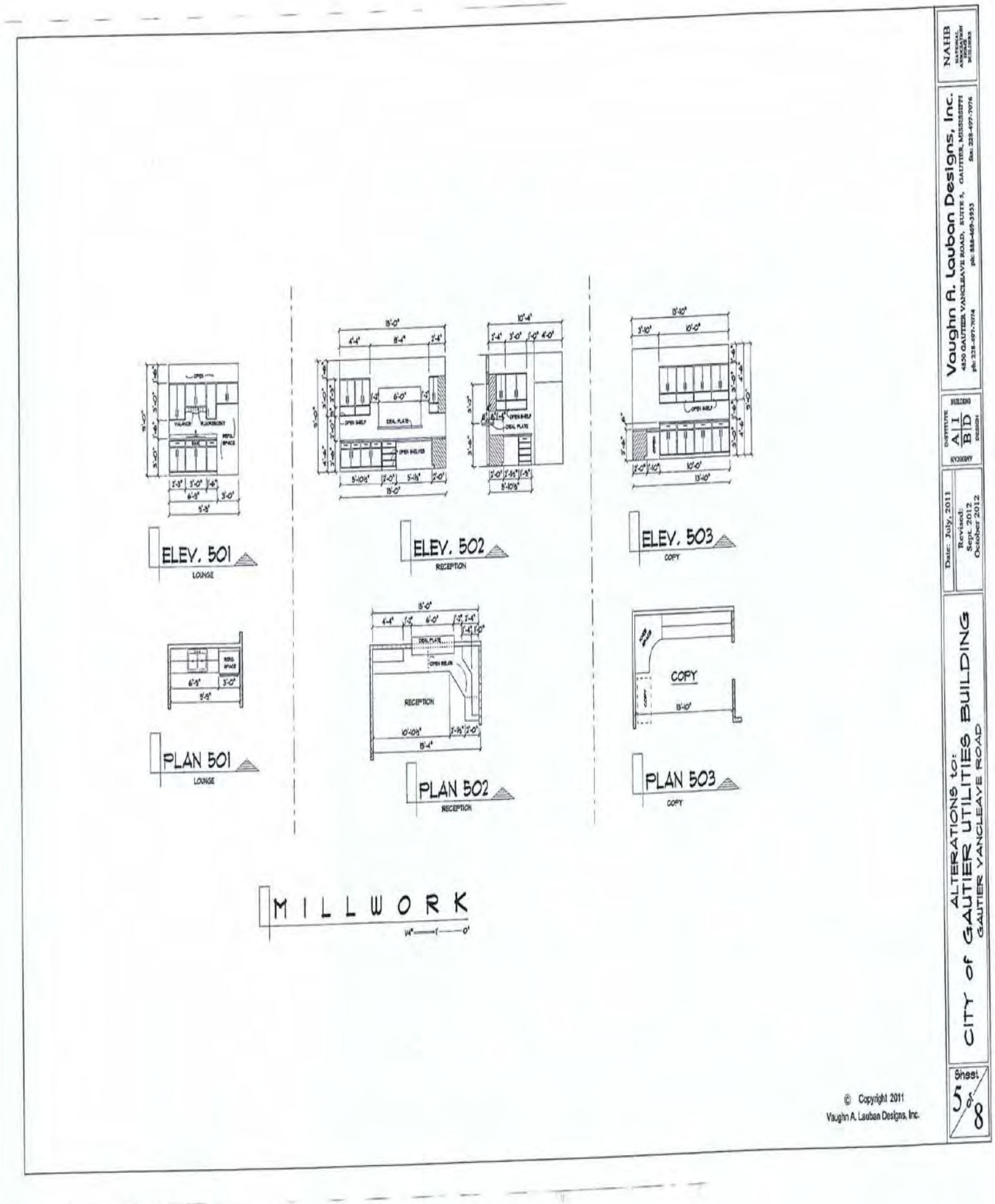
CITY of ALTERATIONS to: GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD

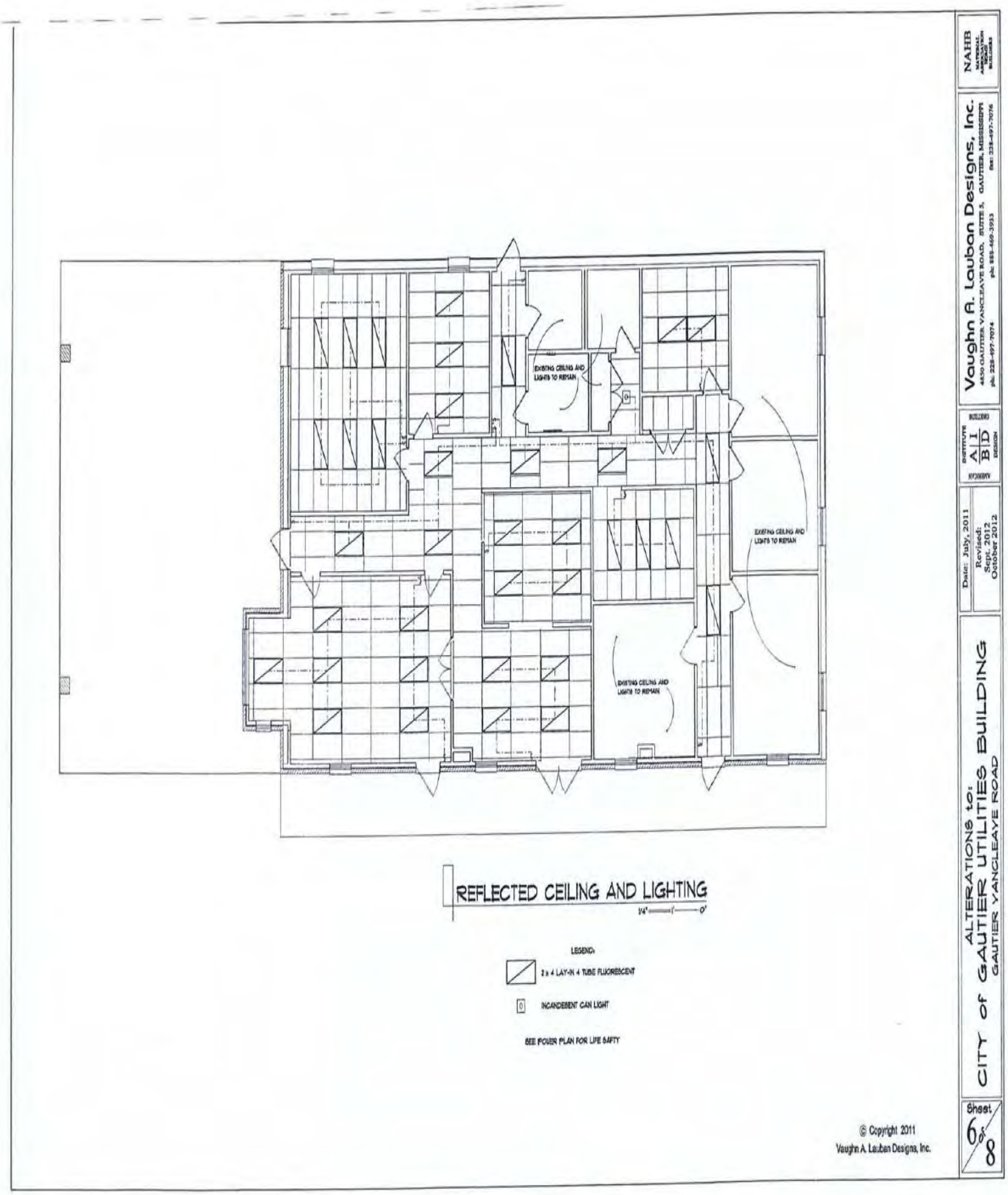
Sheet 1 of 8


COVERED PORTICO
OFFICE
OFFICE
TOILET
TOILET
LOUNGE
OFFICE
MECHANICAL
STORAGE
CORRIDOR
RECEPTION
COPY
OFFICE
CONFERENCE RM
LOBBY
PLAN RM / LIBRARY
CORRIDOR
OFFICE
NEW FLOOR PLAN
EXISTING WALLS TO REMAIN
EXISTING WALLS TO BE REMOVED
NEW 4" STUD INTERIOR WALLS
© Copyright 2011
Vaughn A. Lauban Designs, Inc.
Vaughn A. Lauban Designs, Inc.
Date: July, 2011
Revised: Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
2 of 8


EXISTING FLOOR PLAN
EXISTING WALLS TO REMAIN
EXISTING WALLS TO BE REMOVED
© Copyright 2011
Vaughn A. Lauban Designs, Inc.
NAHB
Vaughn A. Lauban Designs, Inc.
Date: July, 2011
Revised:
Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
3 of 8


CITY OF GAUTIER
FRONT (East) ELEVATION
LEFT SIDE (South) ELEVATION
RIGHT SIDE (North) ELEVATION
REAR (West) ELEVATION
© Copyright 2011
Vaughn A. Lauban Designs, Inc.
NAHB
Vaughn A. Lauban Designs, Inc.
A I B D
Date: July, 2011
Revised:
Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
4 of 8


ELEV. 501
LOUNGE
ELEV. 502
RECEPTION
ELEV. 503
COPY
PLAN 501
LOUNGE
PLAN 502
RECEPTION
PLAN 503
COPY
MILLWORK
© Copyright 2011
Vaughn A. Lauban Designs, Inc.
Vaughn A. Lauban Designs, Inc.
NAHB
Date: July, 2011
Revised:
Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
5 of 8


EXISTING CEILING AND LIGHTS TO REMAIN
REFLECTED CEILING AND LIGHTING
LEGEND:
2 x 4 LAY-IN 4 TUBE FLUORESCENT
INCANDESCENT CAN LIGHT
SEE POWER PLAN FOR LIFE SAFTY
© Copyright 2011
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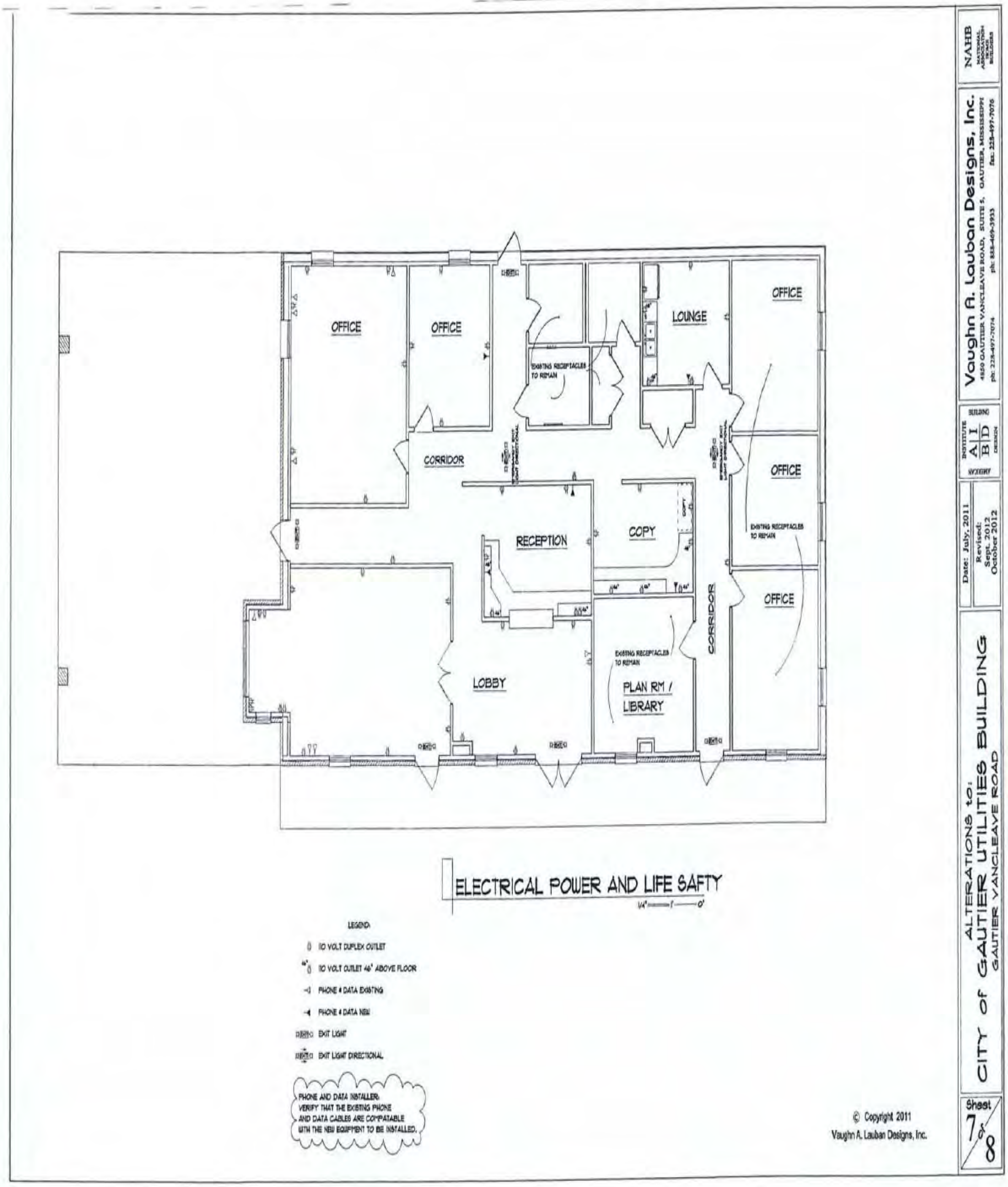
NAHB
Vaughn A. Lauban Designs, Inc.
Date: July, 2011
Revised:
Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
6 of 8


OFFICE
OFFICE
EXISTING RECEPTACLES TO REMAIN
LOUNGE
OFFICE
CORRIDOR
OFFICE
RECEPTION
COPY
EXISTING RECEPTACLES TO REMAIN
OFFICE
CORRIDOR
LOBBY
EXISTING RECEPTACLES TO REMAIN
PLAN RM / LIBRARY
ELECTRICAL POWER AND LIFE SAFTY
LEGEND:
110 VOLT DUPLEX OUTLET
110 VOLT OUTLET 46" ABOVE FLOOR
PHONE & DATA EXISTING
PHONE & DATA NEW
EXIT LIGHT
EXIT LIGHT DIRECTIONAL
PHONE AND DATA INSTALLER:
VERIFY THAT THE EXISTING PHONE
AND DATA CABLES ARE COMPATABLE
WITH THE NEW EQUIPMENT TO BE INSTALLED.
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NAHB
Vaughn A. Lauban Designs, Inc.
4850 GAUTIER VANCLEAVE ROAD, SUITE 5, GAUTIER, MISSISSIPPI
ph: 228-497-7074 ph: 888-469-3933 fax: 228-497-7076
AIBD
Date: July, 2011
Revised:
Sept. 2012
October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet
7 of 8

EXISTING CEILING AND DROPS TO REMAIN
EXISTING CEILING AND DROPS TO REMAIN
EXISTING CEILING AND DROPS TO REMAIN
HVAC SCHEMATIC
LEGEND:
NEW HVAC CEILING DROP LOCATIONS
CEILING LIGHT LOCATION
MECHANICAL CONTRACTOR SHALL SIZE ALL SUPPLY DUCTS AND DROPS IN ACCORDANCE WITH CFM REQUIREMENTS PER AREA. VERIFY THAT ALL EXISTING EQUIPMENT AND MATERIALS AND RETURN AIR ARE ADEQUATE AND IN COMPLIANCE WITH CODE.
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NAHB
Vaughn A. Lauban Designs, Inc.
4550 GAUTIER VANCLEAVE ROAD, SUITE 5, GAUTIER, MISSISSIPPI
ph: 228-497-7074 ph: 888-469-3933 fax: 228-497-7076
AIBD
Date: July, 2011
Revised: Sept. 2012 October 2012
ALTERATIONS to:
CITY of GAUTIER UTILITIES BUILDING
GAUTIER VANCLEAVE ROAD
Sheet 8 of 8

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

ORDER NUMBER 281-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the payment of services in the amount of $436.50 and the renewal of contract to monitor Bacot Park and City Park alarm systems by Gulf Coast Communications and Security Systems is hereby approved.

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

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

AYES: None

NAYS: Tommy Fortenberry
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

ABSENT: Hurley Ray Guillotte

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

DENIED AND FAILED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

Motion was made by Councilman Macfarland to approve new contract to monitor Bacot Park and City Park alarm systems. Motion seconded by Councilman Jones and all opposed.

ABSENT: Hurley Ray Guillotte

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell Interim City Clerk

Date: November 27th, 2012

Subject: Approval of Payment for Services provided and also Request for Contract Renewal

---

REQUEST:
Gulf Coast Communications has submitted a contract for payment of services provided. The owner, Mr. Michael Shouse, requests payment in the amount of $436.50. He also request contract renewal.

BACKGROUND
The City of Gautier has no receipts of record for past services rendered. The City has received an annual invoice from Mr. Shouse since 2002. The City Manager has requested a contract (attached). The City Attorney has made the legal determination that in order to pay for services rendered, the contract may be approved by Council nun pro tunc ("after the fact").

The contract for renewal is to monitor Bacot Park and Gautier City Park alarm systems. The monthly monitoring fee is $15.00 plus any auto logs and responses. Monitoring service consists of the receipts, analysis and responses to signals from the system. Auto logs are false alarms or test signals. These reports will be provided to the City. Upon receipt of an alarm Gulf Coast Communications will notify the Police Department or Fire Department as needed.

DISCUSSION
The City Council should determine whether to pay invoices for services rendered without a contract, given ten years of payment. Second, Council should determine whether to extend the contract.

RECOMMENDATION
The City Council may:

1. Approve payment for services provided nun pro tunc
2. Deny payment due to no contract being approved

1. Extend contract
2. Do not extend contract

ATTACHMENT(S):
Yes

GULF COAST COMMUNICATIONS & SECURITY SYSTEMS

P.O. Box 5873
Vancleave, Mississippi 39565
228-217-1934
michaelshouse@hughes.net

ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 2012, by and between:

CUSTOMER: CITY OF GAUTIER
SERVICE ADDRESS: CITY PARK - 902 DeLa Pointe DR.
CITY: GAUTIER STATE: MS. ZIP: 39553
TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518
BILLING ADDRESS: P.O. BOX 670
CITY: GAUTIER STATE: MS ZIP: 39553
TELEPHONE NUMBER: (Home) ______ (Work) ______
SERVICE STARTING DATE: JANUARY 22, 2008
DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & Assc. EQUIP.
THE MONTHLY MONITORING FEE IS $ 15.00 + TAX ☐ TO BE BILLED ☐ Monthly ☐ Quarterly ☑ Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. **TERM.** The term of this Agreement will be for an initial term of ____ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional ____ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.

2. **MONITORING SERVICES.** Monitoring of the System owned by Customer at the Premises may be provided by an independent monitoring facility (the "Monitoring Facility") selected by Company. Monitoring service consists of the receipt, analysis and response to signals from the System. All monitoring may be discontinued any time charges are unpaid for the System or Company personnel are harassed. Written notice by U.S. mail, postage prepaid, to the billing address will be deemed sufficient notice of discontinuation. Customer consents to the tape recording of all telecommunications between Customers Premises and the Company's offices and the Monitoring Facility. Upon receipt of an alarm signal from the Premises of Customer, Company will make every reasonable effort to promptly notify the police, fire department or paramedics unit having jurisdiction or other persons or entities designated by Customer in the Emergency Information Instructions provided to Company. COMPANY MAY, IN ITS SOLE DISCRETION, ELECT NOT TO NOTIFY THE POLICE OR FIRE DEPARTMENT OR OTHERS IF COMPANY HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST.

3. **INCREASES IN MONITORING RATE.** Company reserves the right to increase the Monitoring Rate for any renewal period by giving thirty (30) days written notice to Customer. Company will have the right, at any time, to increase the Monitoring Rate to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to Company by any governmental authority or the Monitoring Facility relating to the monitoring services, and Customer agrees to pay the same.

4. **TELEPHONE LINES.** Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.

5. **INTERRUPTION OF SERVICE.** Company assumes no liability for interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other act, omission or abuse beyond the control of company.

6. **ALARM PERMITS.** Customer will apply, retain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the Installation and use of the System. Customer is responsible for investigating specific permits required by its local municipality, law enforcement agency or other appropriate jurisdictional body.

7. **FALSE ALARMS.** In the event of multiple false alarms caused by Customers carelessness, malicious action or accidental use of the alarm System, Company may, in its sole discretion, upon ten (10) days written notice to Customer, terminate this Agreement and the Monitoring Services. Company's excuse from performance will not affect its right to recover damages from Customer. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Customers premises, Customer agrees to reimburse Company for any such amounts.

YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. See ATTACHED ADDENDUM

CUSTOMER:	COMPANY:
(Print Name)	GULF COAST Comm. & SEC. Sys. (Print Name)
(Signature)	(Signature)
(Date)	8/9/12 (Date)

ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: $0.50 each
Response rate $1.00 each

Customer____ Date_____________

Gulf Coast Communications & Security Systems, Inc.
Company Michael Shouse Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vancleave, MS 39565
228-217-1934

Invoice

Date 1/2/2012
Invoice # 777

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. #	City Park		Ship Date	1/2/2012
Terms	Net 30		Due Date	2/1/2012
			Other	

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring December 14, 2011 thru December 14, 2012	12	15.00	180.00T
Autologs	Autologs	55	0.50	27.50T
Responses	Responses	18	1.00	18.00T
	Thank you for your business!			

Please include your invoice number on your check.

Subtotal	$225.50
Sales Tax (0.0%)	$0.00
Total	$225.50
Payments/Credits	$0.00
Balance Due	$225.50

Gulf Coast Communications
michaelshouse@hughes.net
228-217-1934

GULF COAST COMMUNICATIONS
& SECURITY SYSTEMS
P.O. Box 5873
Vancleave, Mississippi 39565
_228-217-1934_
michaelshouse@hughes.net

ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 20 12, by and between:

CUSTOMER: CITY OF GAUTIER

SERVICE ADDRESS: BACOT PARK - 2300 LADNIER Rd.

CITY: GAUTIER STATE: MS ZIP: 39553

TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518

BILLING ADDRESS: P.O. BOX 670

CITY: GAUTIER STATE: MS ZIP: 39553

TELEPHONE NUMBER: (Home) ______ (Work) ______

SERVICE STARTING DATE: OCTOBER 10, 1999

DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & Assc. EQUIP.

THE MONTHLY MONITORING FEE IS $ 15.00 + TAX ☐ TO BE BILLED ☐ Monthly ☐ Quarterly ☑ Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. **TERM.** The term of this Agreement will be for an initial term of ____ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional ____ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.

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4. **TELEPHONE LINES.** Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.

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YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. SEE ATTACHED ADDENDUM

CUSTOMER:	COMPANY:
(Print Name)	GULF COAST Comm & SEC. Sys. (Print Name)
(Signature)	Michael Shouse (Signature)
(Date)	8/9/12 (Date)

ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: $0.50 each
Response rate $1.00 each

Customer____ Date____________

Gulf Coast Communications & Security Systems, Inc.
Company Michael Shouse Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vancleave, MS 39565
228-217-1934

Invoice

Date 1/2/2012
Invoice # 769

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. #	Bacot Park	Ship Date	1/2/2012
Terms	Net 30	Due Date	2/1/2012
		Other	

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring November 29, 2011 thru November 29, 2012	12	15.00	180.00T
Autologs	Autologs	38	0.50	19.00T
Responses	Responses	12	1.00	12.00T
	Thank you for your business!			

Please include your invoice number on your check.

Subtotal	$211.00
Sales Tax (0.0%)	$0.00
Total	$211.00
Payments/Credits	$0.00
Balance Due	$211.00

Gulf Coast Communications
michaelshouse@hughes.net
228-217-1934

Motion was made by Councilman Gollott to table Business Item #7-Memorandum of Understanding and Intergovernmental Agreement with MS Department of Wildlife, Fisheries and Parks to assume the operating and maintenance of Shepard State Park until December 18, 2012. Motion seconded by Councilman Colledge and unanimously carried.

ABSENT: Hurley Ray Guillotte

MEMORANDUM OF UNDERSTANDING
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
AND
THE CITY OF GAUTIER, MISSISSIPPI

This Memorandum of Understanding is entered into between the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the City of Gautier, Mississippi, (Gautier) concerning the operation and maintenance of Shepard State Park, and related facilities, located near Gautier, Mississippi.

WHEREAS, beginning in December of 1976, Mr. Horace A. Shepard conveyed certain tracts of land to the State of Mississippi, Afor the purpose of establishing a forest reserve, a public park, and a bird and other wildlife sanctuary.

WHEREAS, the State of Mississippi established Shepard State Park upon the lands conveyed from Mr. Horace A. Shepard.

WHEREAS, the original deeds transferring the lands of the Shepard State Park and Refuge contain a determinable fee contingency that should the State ever cease to operate the property as a Aforest reserve, a public park, and a bird and other wildlife sanctuary, the State would be divested of ownership and the property would pass to a third party.

WHEREAS, the City of Gautier, Mississippi has approached the MDWFP about taking over operation of Shepard State Park and possibly further developing the facilities at the park consistent with city plans for expansion, economic development and related purposes consistent with the restrictions contained in the original granting deeds.

WHEREAS, the Mississippi Commission on Wildlife, Fisheries, and Parks at their regular meeting of________________, 2012, stated its approval and acceptance of Gautier's proposal and authorized the Executive Director to execute any such agreement necessary to effect the transfer of the operation of Shepard State Park to the City of Gautier.

WHEREAS, The City of Gautier, at its regularly scheduled City Council meeting of_______, 2012, authorized its City Manager to enter into and execute any such agreement as may be necessary to effect the transfer of operation of Shepard State park to the City of Gautier.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

RESPONSIBILITIES OF THE CITY OF GAUTIER:

The City of Gautier will operate Shepard State park in a manner consistent with its current operations as a Aforest reserve, a public park, and a bird and other wildlife sanctuary.

The City of Gautier assures that it has or will employ personnel qualified to operate and maintain the park in as good or better condition as it is at present. The City of Gautier further assures that it will continue to operate the park as a park, and as a bird and wildlife sanctuary/refuge.

The City of Gautier agrees that it will continue to operate and maintain those facilities constructed with funds from the Land and Water Conservation Fund grants in a manner consistent with the rules and regulations applicable thereto, to include, but not be limited to, making application, with the assistance of the MDWFP, to become a Substitute Sponsor under the LWCF grants.

RESPONSIBILITIES OF THE MDWFP:

The MDWFP will provide technical assistance to the City of Gautier in the management of the park as a bird and wildlife sanctuary/refuge, to include, but not be limited to:

Technical assistance with preserving and maintaining critical wildlife habitat;

Technical assistance with preserving and maintaining certain marine and/or estuarine ecosystems

Technical maintenance of all timber and timber management - this item recognizes that all standing timber on Shepard State Park belongs to the MDWFP. Timber resources shall be managed according to MDWFP timber management policies. Should the City of Gautier wish to develop any part of the park, the City shall obtain the MDWFP's prior approval and assistance, and any timber to be removed shall be removed by the MDWFP. All income derived from timber management practices of the MDWFP shall be shared equally by and between the MDWFP and the City of Gautier (50% each).

Income generated by or derived from public use of the park such as gate fees, user fees, special event fees, etc., shall belong to the City of Gautier.

To the extent allowed under state purchasing laws and regulations, the MDWFP will make available to the City of Gautier such equipment and facilities as the City may need to operate and maintain the park. This shall include, but not be limited to those structures constructed and standing on the park grounds, as well as those certain items of equipment or other inventory set forth on the inventory schedule attached hereto as Exhibit A.

The MDWFP will provide technical guidance and assistance to the City in its application to become a substitute sponsor under the LWCF grant(s).

OTHER PROVISIONS:

The parties agree that they will execute any such other and further agreements as may be necessary for the City to operate, manage and maintain the Park.

The City of Gautier shall have the right to make an offer or offers of employment to any current employees of the MDWFP presently working at Shepard State Park. In the event any employees choose to change their employment to the City of Gautier, the MDWFP shall work with the City to make the transition seamless so as to prevent any loss of or gap in benefits, etc.

Either party to this agreement may terminate the agreement upon 90 days written notice.

ASSURANCES:

The City of Gautier assures the MDWFP that its operation, management and maintenance of the park shall comply with all applicable laws, regulations and rules, including but not limited to equal employment opportunity laws, nondiscrimination laws and the rules and regulations of the United States Department of Interior, National Park Service.

IT IS THE INTENT OF THE PARTIES HERETO, that this agreement shall survive in perpetuity and be binding upon successive city government administrations and commissions of Wildlife, Fisheries and Parks, and/or each party's successors or assigns, to the extent allowed by law.

SO AGREED and executed, this the _______ day of ________________________________, 2012.

CITY OF GAUTIER	**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**
______________________________	______________________________
Honorable City Manager	Sam Polles, Ph.D. Executive Director

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PAI

FY 11 and FY 12 Revenue and Expenses

Rundate: 10/30/2012

		[illegible]
	REVENUE	
01	Entrarce/Day Use	$12,156.79
02	Museim-Adult	$0.00
03	Museim-Youth	$0.00
04	Villas	$0.00
05	Cabin-Daily	$0.00
06	Cabin-Monthly	$0.00
07	Motel	$0.00
08	Campng-Regular	$168,415.00
09	Campng-SC/DA	$0.00
10	Campng-Primitive	$0.00
11	Marina Slips	$2,271.45
12	Group Camp	$13.91
13	Lodge/Buildings/Pavilion	$800.00
14	Boat lentals	$0.00
15	Recreational Facilities	$0.00
16	Storage,Camp/Boat	$0.00
17	Camping Monthly	$0.00
18	Campng Groups	$1,786.00
19	Daily Activity Pass	$0.00
20	Swimming-Monthly Pass	$0.00
21	Swimming-Adult	$0.00
22	Swimming-Youth	$0.00
23	Swimming-Groups	$0.00
24	Recreation Equipment	$30.00
25	Waster/ Dryer	$0.00
26	Tournaments	$567.00
27	Boat launch Fish	$0.00
28	Boat launch Ski	$14.00
29	Boat launch SC/DA	$6.00
30	Annual Launch Fish	$0.00
31	Annual Launch Ski	$0.00
32	Annual Launch SC/DA	$0.00
33	Fish fees	$0.00
34	Fish fees, SC/DA	$0.00
35	Annual Fishing Permit	$32.00
40	Waster/ Dryer Lease Com	$0.00
41	Machines Amusement	$0.00
42	Vending	$0.00
43	Agent Fees (Hunt/Fish)	$258.75
60	Meals	$0.00
61	Concessions	$0.00
62	Souvenirs	$728.75
63	Firewood	$77.00
64	By-Products	$0.00
65	Other	$0.00
66	CashOver/Short	$0.00
	ALS revenue subtotal	$187,156.65
	PARI REVENUE	
	DWFP-MUSEUM FEES	
	FEDERAL GRANTS	$641.00
	INS ADJUSTMENTS & SETTLEMENTS	
	REFUNDS	
	RENT OF STATE PROPERTY	
	SALES OF SUPPLIES & OUTSIDE ST	
	SALE OF PERSONAL PROPERTY	
	TIMBER SALES	
	TOTAL REVENUE	$187,797.65
	EXPENDITURES	
	SALARIES	$39,707.93

TRAVEL		
CONTRACTUAL SERVICES		$25,174.21
61210 ELECTRICITY		$41,492.37
61220 GAS		$0.00
61230 WATER		$10,738.62
61628 FULLFILLMENT FEE		$0.00
61740 SALVAGE		$2,301.60
61923-61925 TELEPHONE		$3,912.67
CONTRACTUAL EMPLOYEES		$16,738.97
COMMODITIES		$9,762.31
62210 Gas		$17,415.97
62211 Diesel		$1,130.57
CAPITAL OUTLAY-OTHER		
CAPITAL OUTLAY-EQUIPMENT		$1,341.00
SUBSIDIES,LOANS AND GRANTS		
CAPITAL OUTLAY - VEHICLES		$5.00
TOTAL EXPENDITURES		$169,721.22
PROFIT/(LOSS)		$18,076.43
One Time Expenses	$	-
Total Adjusted Expenses		$169,721.22
Adjused Profit/(Loss)		$18,076.43

CITY OF GAUTIER

MEMORANDUM

To: Honorable Mayor and Council

From: Samantha D. Abell, City Manager

Date: November 29, 2012

Subject: Consideration of a Memorandum of Understanding and an Intergovernmental Agreement with the MS Department of Wildlife, Fisheries and Parks to Assume the Operating and Maintenance of Shepard State Park

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REQUEST:

The Council should consider the attached MOU and agreement with MS Department of Wildlife, Fisheries and Parks (MDWFP) to Assume the Operating and Maintenance (O&M) of Shepard State Park.

BACKGROUND:

In April 2012, the City Council authorized the City Manager to bring back an agreement for the O&M of Shepard Park. The park had previously been placed on the State's list of closures. Upon execution, the City Manager recommends the advertisement for contractual services in order to provide residential accommodations in the park ranger house in return for park services rendered. The professional services will be considered on a future agenda.

DISCUSSION:

The attached MOU has been drafted by the Attorney General's office and reviewed by the City Attorney. The MOU establishes the responsibilities of the City to maintain the park as a public park, forest reserve, and a bird and other wildlife sanctuary. All revenues derived from operations belong to the City. Current operations reflect a surplus of $18,076.43.

Further, the MDWFP has encouraged the City to submit for a federal parks and trails grant allocated through the MDWFP with a maximum $100,000 possible for parks/trails improvements.

Existing maintenance equipment (inventory attached to the MOU) will be transferred to the City's inventory at the execution of the MOU. The Cultural Services Manager and the City

Mechanic have reviewed existing equipment and find that the equipment is in satisfactory condition.

Lastly, a state trooper currently resides at the park and a state trooper would be able to continue to reside at the park upon execution of the agreement.

RECOMMENDATION:

The City Council may:

1. Approve MOU and Interlocal Agreement; or
2. Deny MOU and Interlocal Agreement.

ATTACHMENTS:

MOU and Interlocal Agreement
Emails from MDWFP Noel Hughes, Dated October 31, 2012
Shepard Expenses and Revenue July FY11-July FY12

Samantha Abell

From: Noel Hughes <NoelH@mdwfp.state.ms.us>
Sent: Wednesday, October 31, 2012 8:51 AM
To: 'sabell@gautier-ms.gov'; 'gollottd@bellsouth.net'
Subject: RE: Shepard State Park
Attachments: Shepard Two Years Rev Exp Report.pdf

Samantha:

Attached is a report showing Shepard's expenses and revenue. The park is currently open from 8:00 am to 5:00 pm. We currently have two employees working there, but they are commuting from Buccaneer State Park in Waveland. Should the city not take over operations, the MDWFP will continue to operate the park as best it can with the resources available.

Noel

From: Samantha Abell [mailto:sabell@gautier-ms.gov]
Sent: Tuesday, October 30, 2012 10:53 AM
To: 'Gordon Gollott'; Noel Hughes
Subject: RE: Shepard State Park

I was just trading texts with Senator Brice Wiggins in regards to this matter—I think he was meeting with Noel at the time. Let's get together at your convenience.

Looking forward to it.

Samantha D. Abell
City Manager
City of Gautier, MS
(o) 228.497.8017 | www.gautier-ms.gov

From: Gordon Gollott [mailto:gollottd@bellsouth.net]
Sent: Tuesday, October 30, 2012 8:53 AM
To: noelh@mdwfp.state.ms.us
Cc: sabell@gautier-ms.gov
Subject: Shepard State Park

Noel,

Appreciate your efforts in highlighting the concerns for Shepard State Park.

In order to move forward, and pursue changeover to the City of Gautier, could you provide the following data.

1. Financials for the park, i.e. income/expenses for the last two years if possible.

2. What hours is the State operating today, and the no. of personnel involved.

3. Future plans if the City of Gautier does not assume responsibility, dates of this if available.

V/R

Gordon T. Gollott
Councilman Ward 3
City of Gautier
councilmanward3@gautier-ms.gov
gollottd@bellsouth.net
Phone: (228) 497-5522-Home
(228) 238-2691-Cell

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

ORDER NUMBER 282-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to pay Dean Mosher Studio invoice in the amount of $4,205.55 for ELAR1/Pro, and light display.

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

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

DEAN MOSHER STUDIO

November 28, 2012

Ms. Samantha D. Abell, City Manager
City Hall
3330 Highway 90
Gautier, MS 39553

Dear Sam:

Attached are two invoices, both from T.J. Productions. The first reflects projected costs to modify the existing components and to suggest potential upgrades to the lighting system.

The costs to modify the existing system are the ELAR/Pro, airfare, travel days, and one work day. These come to $1,996 and have already been paid by me.

The other costs are for the NOVASTROBE 7-Head Ultra Brite Strobe Head, ED8 Strobe Control, consumables. These are to enhance the system for events and holidays. These come to $2,705.55.

T.J. also feels he should have one to two additional work days to complete the upgrade. I recommend two additional days so that he can meet with you and your people regarding which events and which effects you want to include. At two additional days @ $600 per day, that comes to $1,200 plus one travel day @ $300.

Add that to the $2,705.55 and the total upgrade should be $4,205.55.

Since I have already paid his airfare and will be hosting him while he is here, plus paying for one work day to modify my needs, I feel this is a very cost-effective way of solving several problems at once.

I look forward to hearing from you.

Very truly yours,

Dean Mosher

Attachments

456 Oak Avenue • Fairhope, Alabama 36532 • (251) 928-0900

1225.54 Balance				
Deam Mosher Fountain control update				
Product	Qty	Cost	Total	Purpose
ELAR1 Pro	4	$99.00	$396.00	Dim Control of white Led
Airfare	1	$400.00	$400.00	Appx, Billed at actual Cost
Travel Days	2	$300.00	$600.00	Travel days bill at 1/2 Day
Work Day(10hr)	1	$600.00	$600.00	Work/Programming Day
		Grand Total:	$1,996.00	

Sheet1 Sheet2 Sheet3

Paid by
Dean Mosher.
Not a city expense.
SA

City of Gautier Strobe Upgrade Project				
Samantha Abell, City Manager				
Product	Qty	Cost	Total	Purpose
NovaStrobe 7-Head	8	$211.11	$1,688.88	Strobing of Globe
Nova ED8	1	$666.67	$666.67	NovaStrobe Control
Strobe Power supply	1	$150.00	$150.00	NovaStrobe Power
Wiring parts/Consumables	1	$200.00	$200.00	Parts required for as
Work Days	2	$600.00	$1,200.00	Work days to install
Travel Day	1	$300.00	$300.00	Travel Days bill at 1
		Total:	$4,205.55	
50% Down due at Acceptance				
Balance due upon completion of Work				
TJSPRO				
12572 Aspenwood Lane				
Garden Grove, CA 92840				
tj@tjspro.com				
(714) 420-7127				
Fed ID: 46-0519080				

Sheet1 Sheet2 Sheet3

Gautier Documentary

Sequences/Timeline

- Samantha Abell's pursuit of revitalizing community spirt
- Working with Gautier Pride
- Contacting artist Dean Mosher
- Forty-two gators and a lot of fun
- Defining a community and concept
- Presentation and acceptance
- Assembling the team
- Statue of Liberty
- The engineer/the machinist/the master craftsman/the model

Fabrication

- The arrival of the steel for the structural "tree"
- The mound: its design and materials
- Creating the river rock
- Making the form
- The sphere: design/pickup/delivery
- The first copper work: cattails and saw grass
- Assembling the critters: turtles and fish
- Full-scale drawings/bending, cutting and welding
- The globe's beginning
- More bending, tacking, and welding
- Finishing the twenty-foot pipe
- The site/dirt and rebar/placing the bolts
- Placing the pipe
- Nineteen feet of alligator: a compound conundrum
- Painting the critters
- Forms and rebar/Sputnik, trap door, and pipes
- The critters' exoskeletons
- Gunite: saw grass and river rock

- Bringing the gator to life
- The bird

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

RESOLUTION NUMBER 034-2012

THERE came on before the Gautier City Council in regular session a request of Chief Eddie Williams for assessment of $1.00 per misdemeanor through Municipal Court for distribution to Mississippi Coast Crime Stoppers for their use in awards and other incentives to procure information about crimes which can be provided to the appropriate authorities so that those who commit crimes may be captured and convicted.

UPON investigation, this authority finds in fact, and adjudicates that Mississippi Coast Crime Stoppers is a Mississippi non-profit corporation which has proposed a $1.00 per misdemeanor assessment to be collected in all cases processed through Municipal Court for distribution to Mississippi Coast Crime Stoppers.

THIS authority further finds that the use of said funds is of material benefit to the residents of Gautier, Mississippi and that it would be in the best interest of Gautier, Mississippi to fund Mississippi Coast Crime Stoppers through the assessment of $1.00 per misdemeanor charge on all cases processed through its court system.

IT IS ORDERED that Gautier, Mississippi assess a $1.00 per misdemeanor fee on all cases processed through the Municipal Court with the revenue generated from said fee being distributed by the Mississippi Department of Public Safety Planning and given to Mississippi Crime Stoppers for its use in procuring information about crimes committed in Gautier, Mississippi to be provided to appropriate authorities so that those who commit said crimes may be captured and convicted.

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

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

Pascagoula Police Department

P. O. Drawer 1385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

Kenny Johnson, Chief of Police

TO: Kay Kell, City Manager

FROM: Kenny Johnson, Chief of Police

DATE: March 11, 2010

SUBJECT: Funding Mississippi Coast Crime Stoppers

In 1985 the Pascagoula Police Department along with other Law Enforcement Agencies along the coast organized The Mississippi Coast Crime Stoppers. The Pascagoula Police Department was an active member of this organization until August 2005, when Hurricane Katrina struck the Gulf Coast. At this time the Coast Crime Stoppers became inactive due to the devastation that struck the entire coast.

In January 2010 the Pascagoula Police Department was contacted by Trish Harbour, State Director of Crime Stoppers to help get this program reactivated. The Crime Stoppers Tip Line is an outstanding tool that allows the citizens of Pascagoula to assist our Department and other agencies in solving crimes. It allows local law enforcement to pay rewards that lead to the arrest and conviction of a crime at no cost to the Pascagoula Police Department. This is decided on by Board of Directors that is made up of non-law enforcement members from across the coast.

In 2002 the State Legislature passed a funding program that allows the municipalities to authorize an assessment on Misdemeanor Cases that are processed in Municipal Court to fund this program at no cost to the City of Pascagoula.

We believe that with the success that we have had with the Mississippi Coast Crime Stoppers in the past in solving crimes that have impacted our citizens it is essential that we again become active in Mississippi Coast Crime Stoppers.

If you have any further questions, please do not hesitate to contact me.

Sincerely

Kenny Johnson

KJ/ND

"*To protect and serve.*"

IN THE MATTER OF A RESOLUTION
TO AUTHORIZE ASSESSMENT OF $ 1.00
PER MISDEMEANOR CASE PROCESSED THROUGH
MUNICIPAL **COURT FOR DISTRIBUTION TO**
MISSISSIPPI COAST CRIME STOPPERS

THERE came on before Pascagoula City Council, in regular session a request of Chief Kenny Johnson for assessment of $ 1.00 Per misdemeanor through Municipal Court for distribution to Mississippi Coast Crime Stoppers for their use in awarding awards and other incentives to procure information about crimes which can be provided to the appropriate authorities so that those who commit crimes may be captured and convicted.

UPON investigation, this authority finds in fact, and adjudicates that Mississippi Coast Crime Stoppers is a Mississippi non-profit corporation which has proposed a $ 1.00 per misdemeanor assessment to be collected in all cases processed through Municipal Court for distribution to Mississippi Coast Crime Stoppers.

THIS authority further finds that the use of said funds is of material benefit to the residents of Pascagoula City/County, Mississippi and that it would be in the best interest of Pascagoula City/County to fund Mississippi Coast Crime Stoppers through the assessment of $ 1.00 per misdemeanor charge on all cases processed through its court system.

ON motion by ________________, seconded by ________________ and adopted, it was ordered that ________________ City/County, Mississippi assess a $ 1.00 per misdemeanor fee on all cases processed through the ____________ Court with the revenue generated from said fee being distributed by the Mississippi Department of Public Safety Planning and given to Mississippi Coast Crime Stoppers for its use in procuring information about crimes committed in Pascagoula City/County, Mississippi to be provided to appropriate authorities so that those who commit said crimes may be captured and convicted.

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MISSISSIPPI LEGISLATURE

2002 Regular Session

To: County Affairs; Municipalities

By: Senator(s) Hamilton, Scoper, Browning

Senate Bill 2481

(As Sent to Governor)

AN ACT TO CODIFY SECTION 45-39-17, MISSISSIPPI CODE OF 1972, TO AUTHORIZE CERTAIN COUNTIES AND MUNICIPALITIES WHICH HAVE ESTABLISHED A LOCAL CRIME STOPPERS PROGRAM TO ASSESS AN ADDITIONAL SURCHARGE UPON PERSONS FINED FOR CERTAIN MISDEMEANORS FOR THE PURPOSE OF FUNDING PARTICIPATION IN SUCH PROGRAM; TO AMEND SECTION 45-39-15, MISSISSIPPI CODE OF 1972, TO EXPAND THE AUTHORITY OF LOCAL GOVERNMENTAL UNITS TO ESTABLISH A LOCAL CRIME STOPPERS PROGRAM UNDER THIS CHAPTER; TO AMEND SECTION 45-39-7, MISSISSIPPI CODE OF 1972, TO REVISE THE CONFIDENTIALITY OF CRIME STOPPERS COMMUNICATIONS RECORDS; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. The following shall be codified as Section 45-39-17, Mississippi Code of 1972:

45-39-17. In addition to any other monetary penalties and other penalties imposed by law, any county or municipality by ordinance may assess an additional surcharge in an amount not to exceed Two Dollars ($2.00) on each person upon whom a county, justice or municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration if there is established to the benefit of the citizens of the county or municipality a local crime stoppers program which is not authorized to receive funds under local and private legislation. The proceeds from the surcharge may be used by a county or municipality only to fund that county's or municipality's support of the local crime stoppers program as authorized by Section 45-39-15, Mississippi Code of 1972. The proceeds from the surcharge imposed by this subsection shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning which shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating counties and municipalities. The maximum amount that a county or municipality may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

SECTION 2. Section 45-39-15, Mississippi Code of 1972, is amended as follows:

45-39-15. * * * The board of supervisors of a county and the governing authority of a municipality are authorized to contribute funds to a local crime stoppers program from the general fund of the county or municipality or any other available source if the local crime stoppers program is established to operate, in whole or in part, within the boundaries of that county or municipality.

This chapter shall not repeal or affect any local and private act establishing a county or local crime stoppers program providing for the operation and funding of such program.

SECTION 3. Section 45-39-7, Mississippi Code of 1972, is amended as follows:

45-39-7. (1) Council records relating to reports of criminal acts are confidential.

(2) Evidence of a communication between a person submitting a report of a criminal act to the council or a local crime stoppers program and the person who accepted the report on behalf of the council or local crime stoppers program is not admissible in a court or an administrative proceeding whether the evidence is held by the council or a local crime stoppers program or is held by a telecommunication service provider.

(3) Records of the council or a local crime stoppers program concerning a report of criminal activity and records of a telecommunication service provider relating to a report made to the council or to a local crime stoppers program may not be compelled to be produced before a court or other tribunal except on the motion of a criminal defendant to the court in which the offense is being tried that the records or report contain evidence that is exculpatory to the defendant in the trial of that offense. On motion of a defendant under this subsection, the court may subpoena the records or report. The court shall conduct an in-camera inspection of materials produced under subpoena to determine whether the materials contain evidence that is exculpatory to the defendant. If the court determines that the materials produced contain evidence that is exculpatory to the defendant, the court shall present the evidence to the defendant in a form that does not disclose the identity of the person who was the source of the evidence, unless the state or federal constitution requires the disclosure of that person's identity. The court shall execute an affidavit accompanying the disclosed materials swearing that, in the opinion of the court, the materials disclosed represent the exculpatory evidence the defendant is entitled to receive under this section. The court shall return to the council or to the local crime stoppers program materials that are produced under this section but not disclosed to the defendant. The council or local crime stoppers program shall store the materials until the conclusion of the criminal trial and the expiration of the time for all direct appeals in the case.

SECTION 4. This act shall take effect and be in force from and after July 1, 2002.

Passed Mississippi State Senate
February 6, 2002

Passed Mississippi House of Representatives
March 5, 2002

Signed By the Governor
March 14, 2002

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

ORDER NUMBER 283-2012

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 Interim City Clerk is authorized to execute any and all documents necessary.

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

Docket of Claims

Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT	130394	12/04/2012	11/28/2012			29,392.13	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-104	TR 11/15 MDOT WIRE	10172012	11/15/2012		8,119.85
001-000-104	TR 11/20 MDOT WIRE	10172012	11/20/2012		21,272.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SAMANTHA ABELL	130395	12/04/2012	11/28/2012			60.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-681	REIMB PARKING/SHUTTLE	11162012	11/20/2012		60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MERCHANTS & MARINE BANK	130396	12/04/2012	11/28/2012			123,243.28	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-815	VEHICLE LOAN PAYMENT	231642	11/21/2012		123,243.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	130397	12/04/2012	11/28/2012			31,703.75	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	OCT 2012 COURT ASSESSMENT	10312012	11/02/2012		31,703.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	130398	12/04/2012	11/28/2012			1,411.69	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284978000	11/14/2012		1,411.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	130400	12/04/2012	11/28/2012			51.46	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284972172	11/14/2012		51.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	130401	12/04/2012	11/28/2012			51.90	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284977070	11/14/2012		51.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BLOSSMAN GAS, INC.	130402	12/04/2012	11/28/2012			106.07	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CREDIT:INV# 225501 7/12	34245	10/24/2012		-130.45
001-161-630	PROPANE: NORTH STN	120757	10/25/2012		236.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	130403	12/04/2012	11/28/2012			912.39	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-605	PD CELLS:OCT 2012	0032680896	11/11/2012		478.59
001-100-605	PD CELLS:NOV 2012	0032680896	11/11/2012		433.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	130406	12/04/2012	11/29/2012			150.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANALYTICAL FEES	0000473	11/06/2012		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	130407	12/04/2012	11/29/2012			330.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	ACCTG SOFTWARE MAINT	94486	11/15/2012		230.00
001-092-698	VOTER REG SOFTWARE MAINT	94486	11/15/2012		20.00
001-092-698	PRIV LIC SOFTWARE MAINT	94487	11/15/2012		80.00

Docket of Claims
Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	130409	12/04/2012	11/29/2012			3,416.51	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP36429188	11/26/2012		116.37
001-100-525	UNL FUEL	NP36429188	11/26/2012		2,196.23
001-161-525	UNL & DSL FUEL	NP36429188	11/26/2012		563.71
001-170-525	UNL FUEL	NP36429188	11/26/2012		65.37
001-201-525	UNL & DSL FUEL	NP36429188	11/26/2012		474.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	130411	12/04/2012	11/29/2012			11,948.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-696	OCT 2012 ADC CHGS	10312012	11/07/2012		11,948.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LLOYD B MARSHALL, JR. CPA	130412	12/04/2012	11/29/2012			3,673.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-600	PROGRESS PMT FY 2012	3	11/28/2012		3,673.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES PURCHASE POWER	130413	12/04/2012	11/29/2012			619.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-607	POSTAGE METER	20060869	11/20/2012		619.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING, LLC	130414	12/04/2012	11/29/2012			175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-660	CSC HEARING: 10/18/12	JR-2047	11/19/2012		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL	130415	12/04/2012	11/29/2012			221.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	FIRE STATIONS (3)	256223	11/20/2012		136.20
001-092-698	CITY HALL	256213	11/20/2012		85.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	130417	12/04/2012	11/29/2012			1,521.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	MARTIN BLUFF FD 58380001	11162012	11/26/2012		208.14
001-201-629	SIGNAL LIGHTS 17546	11162012	11/26/2012		32.03
001-092-631	CITY LIMIT SIGN 17546	11162012	11/26/2012		20.25
001-161-631	SOUTH FD 76008001	11202012	11/28/2012		266.45
001-201-629	TRAFFIC LIGHTS 10138	11202012	11/28/2012		131.42
001-170-631	BACOT PARK 10137	11202012	11/28/2012		862.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	130418	12/04/2012	11/29/2012			8,920.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING	11182012	11/27/2012		5,221.74
001-201-629	SIGNAL LIGHTS	11182012	11/27/2012		938.45
001-092-631	CITY HALL	11182012	11/27/2012		1,265.57
001-170-631	FRAZIER PARK	11182012	11/27/2012		41.78
001-170-631	SENIOR BLDG	11182012	11/27/2012		533.06
001-161-631	CENTRAL FD	11182012	11/27/2012		391.52
001-170-631	CITY PARK	11182012	11/27/2012		127.87
001-092-631	PUBLIC WORKS	11192012	11/27/2012		379.90
001-092-631	HWY 90 SIGN	11188012	11/27/2012		20.25

Docket of Claims

Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	130419	12/04/2012	11/29/2012			2,241.58	______________

Account Number	Description		Invoice #	Date	P.O.	Amount
001-092-631	POLICE STATION	66298004	11182012	11/27/2012		1,323.16
001-201-629	SIGNAL LIGHT	89113001	11182012	11/27/2012		60.30
001-170-631	CITY PARK RESTRMS	89912001	11182012	11/27/2012		431.94
001-201-633	STREET LIGHTS	90345002	11182012	11/27/2012		311.59
001-092-631	RECORDS BLDG	90790001	11182012	11/27/2012		114.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES CREDIT PLAN	130430	12/04/2012	11/29/2012			618.25	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	POST-ITS,TAPE,PENS	23260	10/19/2012		235.51
001-040-500	OSGOOD BROWN CHAIR	24340	10/29/2012		169.99
001-040-500	3 YR PROTECTION PLAN	24340	10/29/2012		50.00
001-040-500	TONER,CORR TAPE,PENS	24340	10/29/2012		40.77
001-040-500	CASE PAPER	74202	11/14/2012		41.99
001-021-500	7 POCKET WALL FILE	74202	11/14/2012		79.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	130431	12/04/2012	11/29/2012			843.98	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	10 CASES COPY PAPER	3186171002	11/15/2012		368.20
001-040-500	10 CASES COPY PAPER	3186171003	11/15/2012		368.20
001-040-500	3 BOXES GREEN FOLDERS	3186171004	11/15/2012		42.63
001-040-500	1 PRESTO STORAGE BOXES	3186171004	11/15/2012		64.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	130432	12/04/2012	11/29/2012			3,391.04	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL	NP36378218	11/19/2012		109.30
001-100-525	UNL FUEL	NP36378218	11/19/2012		2,724.26
001-161-525	UNL & DSL FUEL	NP36378218	11/19/2012		401.29
001-170-525	UNL & DSL FUEL	NP36378218	11/19/2012		98.18
001-201-525	UNL FUEL	NP36378218	11/19/2012		58.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	130436	12/04/2012	11/29/2012			1,767.01	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	TR310 BLK DUTY TROUSERS	BC0004209	11/08/2012	130107	57.57
001-161-535	TR310 BLK DUTY TROUSERS	BC0004209	11/08/2012	130107	43.18
001-161-535	SHIPPING	BC0004209	11/08/2012	130107	13.99
001-100-535	LP318 ADJ RADIO HOLDER	BC0004841	11/17/2012	120865	22.49
001-100-535	SHIPPING	BC0004841	11/17/2012	120865	1.05
001-100-559	SSIII SECURITY HOLSTER	BC0004754	11/16/2012	121520	435.57
001-100-559	SAFARILAND INNER DUTY BELT	BC0004754	11/16/2012	121520	70.38
001-100-559	SAFARILAND OUTER DUTY BELT	BC0004754	11/16/2012	121520	131.78
001-100-559	LEATHER TROUSER BELT	BC0004754	11/16/2012	121520	30.69
001-100-559	DOUBLE MAGAZINE CASE	BC0004754	11/16/2012	121520	125.97
001-100-559	MK111 DEFENSE SPRAY CASE	BC0004754	11/16/2012	121520	84.12
001-100-559	LP148 SINGLE CUFF CASE	BC0004754	11/16/2012	121520	68.85
001-100-559	HIDDEN SNAP BELT KEEPERS	BC0004754	11/16/2012	121520	88.11
001-100-559	EXPANDABLE BATON HOLDER	BC0004754	11/16/2012	121520	84.12
001-100-559	21" EXPANDABLE BATON	BC0004754	11/16/2012	121520	225.87
001-100-559	GL388 DUTY GLOVES	BC0004754	11/16/2012	121520	106.20

Docket of Claims

Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	130436	12/04/2012	11/29/2012			1,767.01	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	UNIVERSAL RADIO HOLDER	BC0004754	11/16/2012	121520	107.07
001-100-559	SHIPPING	BC0004754	11/16/2012	121520	70.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DEMENT PRINTING CO	130437	12/04/2012	11/29/2012			611.90	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	5000 UNIFORM TRAFFIC	0128011-00	11/16/2012	130018	585.00
001-010-500	SHIPPING	0128011-00	11/16/2012	130018	26.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	130438	12/04/2012	11/29/2012			246.94	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	LATEX GLOVES	33809	11/06/2012	130162	64.50
001-092-510	CLOROX BLEACH 6CT	33809	11/06/2012	130162	25.90
001-092-510	30 X 36 CAN LINERS WHITE	33809	11/06/2012	130162	36.46
001-092-510	LYSOL SPRAY	33809	11/06/2012	130162	68.28
001-092-510	#349012 KITCHEN PAPER TOWELS	33809	11/06/2012	130162	51.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	130439	12/04/2012	11/29/2012			28.99	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	CTP - TOILET PAPER	62957	11/21/2012	130152	28.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER PAINT & BODY	130440	12/04/2012	11/29/2012			3,418.95	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	REPAIR 05 DODGE R1500	1815571	11/21/2012	130080	3,418.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN COAST/CLAY'S	130442	12/04/2012	11/29/2012			132.54	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	BRTTN210Y YELLOW TONER	IN-1006564	11/26/2012	130159	54.70
001-161-500	BRTTN210BK BLACK TONER	IN-1006564	11/26/2012	130159	58.63
001-161-500	IVRPC301 PRINT CARTRIDGE	IN-1006564	11/26/2012	130159	9.08
001-161-500	HEWCH635AN MAGENTA INK	IN-1006564	11/26/2012	130159	10.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLISTON'S SCREEN PRINTING	130444	12/04/2012	11/29/2012			137.05	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	3 NAVY SWEATSUITS	11272012	06/13/2012	121033	78.00
001-100-535	3 NAVY GYM SHORTS XL	11272012	06/13/2012	121033	25.05
001-100-535	8 WHITE CREW NECK T-SHIRTS	11272012	06/13/2012	121033	34.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	130445	12/04/2012	11/29/2012			360.00	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	8 GB KIT SERVER MEMORY	1613	11/16/2012	130157	360.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	130446	12/04/2012	11/29/2012			244.35	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-500	HP 940 XL BLK INK	3186104194	11/14/2012	130118	71.98
001-021-500	HP 74XL/75 BLK INK	3186104194	11/14/2012	130118	115.38
001-021-500	HP 940 COMBO INK	3186104194	11/14/2012	130118	56.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAECO FABRICATION INC	130449	12/04/2012	11/29/2012			200.00	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	ANGLE IRONS:LAMOTTE SIGN	8857	11/13/2012	130034	200.00

FUND TOTAL 1 Claims to Checks 33 Total 232,150.96 Manual Held Total 232,150.96

Docket of Claims
Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	130393	12/04/2012	11/28/2012			1,564.63	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	NOV 2012	11/16/2012		1,564.63

FUND TOTAL 172 Claims to Checks 1 Total 1,564.63 Manual Held Total 1,564.63

Docket of Claims
Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	130399	12/04/2012	11/28/2012			1,725.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284978000	11/14/2012		1,725.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DELTA COMPUTER SYSTEMS INC	130408	12/04/2012	11/29/2012			250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	UTILITY SOFTWARE MAINT	94488	11/15/2012		200.00
400-650-698	WORK ORDER SOFTWARE MAINT	94488	11/15/2012		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	130410	12/04/2012	11/29/2012			985.79	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL & DSL FUEL	NP36429188	11/26/2012		985.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	130420	12/04/2012	11/29/2012			2,090.74	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STATIONS 20649	11152012	11/23/2012		751.96
400-651-631	SCHOONER WELL 20688	11122012	11/20/2012		1,093.37
400-651-631	LIFT STATIONS 20688	11122012	11/20/2012		163.56
400-651-631	LIFT STATIONS 28779	11152012	11/23/2012		81.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	130421	12/04/2012	11/29/2012			3,831.49	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17881	11162012	11/26/2012		1,724.91
400-651-631	WATER WELLS 17881	11162012	11/26/2012		2,003.68
400-651-631	LIFT STNS 89627001	11192012	11/26/2012		59.62
400-651-631	LIFT STNS 89702001	11162012	11/26/2012		43.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	130422	12/04/2012	11/29/2012			7,018.73	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STATIONS 17882	11182012	11/27/2012		2,159.85
400-651-631	WATER WELLS 17882	11182012	11/27/2012		2,641.17
400-651-631	CITY HALL SOUTH 17882	11182012	11/27/2012		2,217.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	130423	12/04/2012	11/29/2012			400,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-985	BUDGETED TRANSFER	12012012	11/29/2012		400,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	130424	12/04/2012	11/29/2012			788.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	OCT 2012 STATEMENTS	13708	11/15/2012		788.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	130425	12/04/2012	11/29/2012			77.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284972276	11/06/2012		77.21

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	130426	12/04/2012	11/29/2012			105.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICE	2284975234	11/14/2012		105.10

Docket of Claims
Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE	130427	12/04/2012	11/29/2012			55.65	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	MONTHLY 11/27-12/26/12	12012012	11/19/2012		55.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DPC ENTERPRISES, L.P.	130428	12/04/2012	11/29/2012			596.37	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-580	CHLORINE 150# CYL	2120022971	11/13/2012		596.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ICE	130429	12/04/2012	11/29/2012			22.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	REFILL ICE 40 @ .55	38340	11/15/2012		22.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	130434	12/04/2012	11/29/2012			1,160.42	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL & DSL FUEL	NP36378218	11/19/2012		1,160.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	130435	12/04/2012	11/29/2012			2,694.10	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	11202012	11/28/2012		200.37
400-651-631	LIFT STNS 17884	11202012	11/28/2012		1,249.14
400-651-631	LIFT STNS 17883	11212012	11/29/2012		1,154.51
400-651-631	WATER WELL 17883	11212012	11/29/2012		90.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DOLPHIN SAFETY SUPPLY	130441	12/04/2012	11/29/2012			102.20	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	POWDER FREE NITRILE GLOVES	71668	11/28/2012	130169	102.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY, INC	130443	12/04/2012	11/29/2012			20.25	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 SCH 80 FEMALE ADAPTER	45435	11/19/2012	130094	20.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DRISKEL TURF	130447	12/04/2012	11/29/2012			43.50	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	50 YD CENTIPEDE	4924	11/14/2012	130149	37.50
400-651-583	PALLET FEE	4924	11/14/2012	130149	6.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	THE SPECTRUM GROUP	130448	12/04/2012	11/29/2012			1,518.15	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	ATI CHLORINE MONITOR	5177	11/19/2012	130099	1,350.00
400-651-581	ON SITE START UP (WESTGATE)	5177	11/19/2012	130099	150.00
400-651-581	FREIGHT	5177	11/19/2012	130099	18.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES, INC.	130450	12/04/2012	11/29/2012			1,245.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	DRUCK TRANSDUCER 0-15 PSI	364107	11/14/2012	130073	1,245.00

FUND TOTAL 400 Claims to Checks 20 Total 424,330.40 Manual Held Total 424,330.40

Docket of Claims

Release date from 12/04/2012 thru 12/04/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	FUELMAN OF MS	130433	12/04/2012	11/29/2012			106.11	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
404-222-525	DSL FUEL	NP36378218	11/19/2012		106.11

FUND TOTAL 404 Claims to Checks 1 Total 106.11 Manual Held Total 106.11

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

ORDER NUMBER 284-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2 and 3 are hereby approved.

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

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND APPROVED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

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

ORDER NUMBER 285-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Attorney General letter not to interpose any objection to the specified change to the 2012 Redistricting Plan for the City of Gautier is hereby received.

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

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

PASSED AND APPROVED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

U.S. Department of Justice

Civil Rights Division

TCH:RSB:LB:ALP:tst
DJ 166-012-3
2012-5129

Voting Section - NWB
950 Pennsylvania Avenue, NW
Washington, DC 20530

November 13, 2012

Robert G. Ramsay, Esq.
City Attorney
3330 Highway 90
Gautier, Mississippi 39553

Dear Mr. Ramsay:

This refers to the 2012 redistricting plan for the City of Gautier in Jackson County, Mississippi, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on September 24, 2012.

The Attorney General does not interpose any objection to the specified change. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the change. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Sincerely,

T. Christian Herren, Jr.
Chief, Voting Section

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

RESOLUTION NUMBER 035-2012
PROCLAMATION
(A Local Emergency)

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or Interim City Clerk is hereby authorized to executed any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Hurley Ray Guillotte

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MAYOR

ATTEST:

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INTERIM CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

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

RESOLUTION NUMBER 036-2012

WHEREAS, the Gautier Rotary Club has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Public Works, and the Police Department, for the 2012 Christmas Parade held Saturday, December 1, 2012 at 11:00 am.

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

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

SECTION 1. In-kind services are hereby authorized to the Gautier Rotary Club for the production of the 2012 Christmas Parade held Saturday, December 1, 2012 at 11:00 am.

In-kind services are authorized for: safety & traffic control, trash control, clean up the streets and grass along the parade route after the parade. By 8am (the morning of the parade) bleachers in front of the mall and barricades in front of the judging area.

SECTION 2. The City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

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MAYOR

ATTEST:

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INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4. 2012.

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

RESOLUTION NUMBER 037-2012

WHEREAS, the Providence Baptist Church has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Recreation Department for the 2012 Christmas Carols held Saturday, December 8, 2012.

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

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

SECTION 1. In-kind services are hereby authorized to the Providence Baptist Church for the production of the 2012 Christmas Carols held Saturday, December 8, 2012.

In-kind services are authorized for: bleachers that will be dropped off on December 7, 2012 and picked up on December 10, 2012.

SECTION 2. The City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

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

AYES: **Tommy Fortenberry**
Johnny Jones
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Hurley Ray Guillotte**

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MAYOR

ATTEST:

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INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4. 2012.

Motion was made by Coucilman Gollott to authorize City Manager to investigate security system at Senior Center and Bacot Park. Motion was seconded by Councilman Colledge and unanimously carried.

ABSENT: Hurley Ray Guillotte

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and unanimously carried to recess until December 18, 2012 at 6:30 PM.

APPROVED BY:

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MAYOR

ATTEST:

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INTERIM CITY CLERK

Submitted for approval of the Mayor and Council of the City of Gautier, Mississippi at the meeting of December 18, 2012.