Tuesday
December 18, 2012
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of City of Gautier, Mississippi was held December 18, 2012 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 18, 2012

I. Call to Order

1 **Prayer**

2 **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

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

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

3 **First Council Meeting of January 2013 will be Wednesday, January 2, 2013 at 6:30 PM**

IV. Presentation Agenda (None)

V. Public Agenda

1 **Agenda Comments**

VI. Business Agenda

1 **Consider Order approving Agreement for Mutual Aid in Fire Protection**

2 **Consider Order approving Docket of Claims**

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

1 **Consider Order approving Minutes from Council Meetings held November 20, 2012; and December 4, 2012**

2 **Consider Order approving Minutes from Planning Commission Meetings held August 16, 2012; September 6, 2012; and September 13, 2012**

3 **Consider Order receiving November 2012 Privilege License Report**

4 **Consider Order declaring and removing surplus inventory items from Police Department Inventory**

5 **Consider Order authorizing the City to enter into a contract with DPC Enterprise for Chlorine**

6 **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**

7 **Consider Ordinance amending Chapter 18.4-47 Connection with required Municipal Mains**

8 **Consider Order approving payment for services provided by Vaughn Lauban Designs, Inc. in the amount of two thousand four hundred dollars ($2,400.00)**

9 **Consider Order approving the Release of Claims and Settlement Agreement between the City of Gautier and Michael D. Gray**

10 **Consider Ordinance adopting the 2012 International Building and related codes, and 2011 National Electrical Code**

11 **Consider Order authorizing the City to submit application for MS Development Authority Creative Economy Grant**

12 **Consider Order approving Budget Modification #8 to extend the current Streetscape Project ending date for administrative purposes**

13 **Consider Order approving Contract Change Order #6 for Lane Construction, Inc.**

14 **Consider Order approving purchase a new copier for City Clerk Department**

15 **Consider Order authorizing the City to enter into a maintenance agreement with RJ Young Company for new copier of City Clerk Department**

16 **Consider Order authorizing the City to enter into a maintenance agreement with RJ Young Company for existing copier in City Clerk Department**

1 **Discuss Citizen Comments**

2 **Discuss Council Comments**

3 **Discuss City Manager Comments**

4 **Discuss Interim City Clerk Comments**

5 **Discuss City Attorney Comments**

Adjourn until Wednesday, January 2, 2013 @ 6:30 PM
www.gautier-ms.gov

Motion was made by Councilman Macfarland, seconded by Council Colledge and unanimously carried to approve agenda order.

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

ORDER NUMBER 286-2012

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 the Jackson County Agreement for Mutual Aid in Fire Protection for the purpose of securing the benefits of mutual aid in fire prevention, in the protection of life and property from fire, and in firefighting.

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 Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

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 18, 2012.

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon F. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

Interim City Clerk
Teresa L. Montgomery

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

November 30, 2012

TO: Samantha Abell
City Manager

FROM: Ray Frair
Fire Chief

SUBJECT: Up-dating of County Mutual Aid Agreement

Mrs. Abell,

Request the attached Jackson County Agreement for Mutual Aid in Fire Protection be presented to City Council for approval on the next available council agenda. The current existing agreement is many years old and was determined by the County Fire Coordinator to be in need of up-dating.

This agreement allows all signature fire departments to provide emergency assistance to each other without delay of requesting permission as the events happen. This agreement has not changed in content. The agreement allows a recall of our personnel from the requesting agency in the event our resources are needed in our area of response.

The Gautier Fire Department recommends City Council approve this agreement. After approval, County Fire Coordinator Earl Etheridge will present the original signature page to the City of Gautier to obtain the appropriate signature.

If you have any questions, please feel free to contact me at 228-497-1656.

Respectfully submitted,

RAY FRAIR

STATE OF MISSISSIPPI

COUNTY OF JACKSON

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

THIS AGREEMENT, entered into this the _____ day of _____________, 2012 between the Jackson County Board of Supervisors, the cities of Pascagoula, Moss Point, Gautier, Ocean Springs and the Gulf Park Estates/St. Andrews Fire District, Escatawpa Volunteer Fire Department, Jackson County Fire Protection, Forts Lake/Franklin Creek Volunteer Fire Department, Northeast Fire Department of Jackson County, Central Jackson County Fire Department and Fort Bayou Volunteer Fire Department, is for the purpose of securing to each the benefits of mutual aid in fire prevention, in the protection of life and property from fire, and in firefighting.

IT IS AGREED THAT:

(1) Upon request to a representative of any Signature Fire Department by a representative of another Signature Fire Department, firefighting equipment and personnel will be dispatched to any point within the area for which the requesting Fire Department normally provides fire protection.

(2) Any dispatch of equipment and personnel pursuant to this agreement, is subject to the following conditions:

(a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

(b) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official.

(c) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(3) Each party waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of, the performance of this agreement.

(4) No party shall be reimbursed by any other party for any cost incurred pursuant to this agreement.

(5) All equipment used by either fire department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for either fire department under this agreement will, at the time of such action, be a member of that fire department.

(6) As regards command and liability for acts or omissions of a responding unit(s) and personnel:

(a) The responding organization shall have full command and shall be liable for any of their acts or omissions until such time as said responding organization reports to the requesting organization as provided for in 2(b) above; at this time, all command and liability for acts or omissions shall be with the requesting organization until released as provided in 2(c) above.

(b) After released as provided for in 2(c), command and liability for all acts or omissions shall return to and be with the responding organization.

WITNESS our signatures, this the _____ day of _______________, 2012.

Jackson County Board of Supervisors

By:_________________________
John McKay, President

Gulf Park Estates/St. Andrews Fire District

By:_____________________________
Patty Hammons, President

Jackson County Fire Protection

By:_________________________
Earl Etheridge, Director

Escatawpa Volunteer Fire Department

By:_____________________________
William H. Clark, President

Central Jackson County Fire Department

By:___________________________
Edward Flagg, President

City of Pascagoula

By:_____________________________
Robbie Maxwell, Mayor

Fort Bayou Volunteer Fire Department

By:___________________________
Michael Brune, President

City of Moss Point

By:_____________________________
Aneice R. Liddell, Mayor

Forts Lake/Franklin Creek Volunteer Fire Department

By:___________________________
Donald Ray Clark, President

City of Ocean Springs

By:_____________________________
Connie Moran, Mayor

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

ORDER NUMBER 287-2012

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 Macfarland, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA TIRE & SERVICE	130465	12/18/2012	12/03/2012			2,171.54	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	FIRESTONE FIREHAWK GTZ(4)#126	50819	11/26/2012		442.12
001-100-638	FIRESTONE FIREHAWK GTZ(4)14406	51170	11/14/2012		494.12
001-100-638	FIRESTONE FIREHAWK GTZ(2)#109	51251	11/20/2012		247.06
001-100-638	FIRESTONE FIREHAWK GTZ(4)19615	51385	11/30/2012		494.12
001-100-638	FIRESTONE FIREHAWK GTZ(4)#145	51388	11/30/2012		494.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMERICAN LUBE FAST	130468	12/18/2012	12/03/2012			9.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	INSPECTION STICKER #201	1420090546	10/09/2012		4.00
001-100-638	INSPECTION STICKER #15238	1420091727	11/07/2012		5.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOE'S GARAGE	130469	12/18/2012	12/04/2012			101.99	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	ALIGNMENT #A-2	11792	11/14/2012		89.99
001-100-638	FLAT REPAIR #14402	11822	11/27/2012		12.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	130470	12/18/2012	12/04/2012			1,290.43	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	POWER STEERING PR SWITCH #A-2	1978275312	10/29/2012		22.92
001-161-638	DIESEL SUPPLEMENT,FUEL FILTER	1978275354	10/29/2012		47.41
001-201-638	WIPER BLADE #603	1978275365	10/29/2012		4.49
001-161-638	CAMSHAFT SENSOR	1978275413	10/30/2012		24.84
001-161-638	TEMP SENSOR	1978275508	10/31/2012		21.01
001-161-638	GAL PURPLE POWER	1978275564	10/31/2012		6.49
001-161-638	ELECTRIC FUEL PUMP #R-33	1978275616	11/01/2012		145.15
001-161-638	CAMSHAFT SENSOR	1978276304	11/07/2012		-24.84
001-161-638	BATTERY #R-51	1978276433	11/09/2012		99.99
001-161-638	BATTERY #R-51	1978276434	11/09/2012		99.99
001-201-638	TIE ROD END #A-2	1978276941	11/14/2012		28.39
001-201-638	BATTERY WHITE DODGE	1978277479	11/19/2012		80.99
001-100-570	VAR TIMING UNIT F250	1978277494	11/19/2012		220.99
001-100-570	VAR TIMING UNIT F250	1978277497	11/19/2012		-220.99
001-100-570	VAR TIMING UNIT F250	1978277498	11/19/2012		156.28
001-100-570	TENSIONER F250	1978277651	11/21/2012		36.06
001-100-570	A/C REFRIGERANT #115	1978277705	11/21/2012		17.98
001-170-559	WIPER BLADE(2)#603	1978278052	11/26/2012		16.98
001-161-638	BATTERY ENG#4	1978278059	11/26/2012		99.99
001-161-638	BATTERY ENG#4	1978278060	11/26/2012		99.99
001-161-638	BATTERY ENG#4	1978278061	11/26/2012		99.99
001-161-638	BATTERY ENG#4	1978278062	11/26/2012		99.99
001-170-559	WIPER BLADE(2)	1978278069	11/26/2012		37.38
001-100-570	PWR STEERING PUMP #14978	1978278154	11/27/2012		68.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	130472	12/18/2012	12/05/2012			1,477.72	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FILTER(12)	229988	11/02/2012		22.20
001-201-559	SNAP SET	230045	11/05/2012		71.13
001-100-570	WIX(2)	230067	11/06/2012		20.90

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	130472	12/18/2012	12/05/2012			1,477.72	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	HYDRAULIC HOSE	230132	11/07/2012		37.69
001-100-570	FUEL FILTER(4)	230195	11/09/2012		41.80
001-161-638	HYDRAULIC JACK	230301	11/14/2012		995.00
001-201-559	SNAP TOOL	230043	11/15/2012		99.00
001-100-570	BATTERY #14406	230330	11/15/2012		95.00
001-100-570	BATTERY #14406	230434	11/20/2012		95.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	130482	12/18/2012	12/05/2012			947.83	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	WAND,CLAMP,LINK,WIRE ROPE	913844	10/23/2012		20.07
001-092-559	BLACK SPRAY PAINT(2)	902609	10/23/2012		9.44
001-170-559	CEILING PANEL,ROLLER KIT,BRUSH	913618	10/29/2012		58.17
001-170-559	SAW BLADES,BOLTS	902553	10/30/2012		22.76
001-092-559	HR TV HOOKUP	902522	10/30/2012		60.58
001-092-559	ELECTRICAL CABLE	902670	10/31/2012		17.78
001-170-559	PADLOCK KEY(4),SCHLAGE KEY(4)	913385	11/01/2012		14.96
001-092-559	ELECTRICAL SUPPLIES	903321	11/05/2012		50.73
001-170-559	DRIVE NAIL ANCHOR,DRILLBIT	902535	11/07/2012		13.49
001-170-559	DECK SCREWS	901989	11/13/2012		8.90
001-170-559	STRAIGHT BIT	902380	11/14/2012		8.53
001-092-714	TRIBUTE TOWER SUPPLIES	989688	11/15/2012		277.16
001-092-635	LEATHER GLOVES	901081	11/15/2012		9.48
001-170-559	ROLLER COVERS,PAINT KIT,BITS	913934	11/16/2012		30.92
001-092-635	DIGITAL TIMER,VACUUM BREAKER	901273	11/19/2012		33.33
001-170-559	GAL WHITE PAINT	913942	11/19/2012		8.45
001-092-635	8PC AA BATTERY	901274	11/19/2012		5.67
001-092-635	SUPPLIES FOR CHRISTMAS DECOR.	989902	11/20/2012		285.52
001-092-559	WINGNUTS,WIRENUT,TAPE,	913523	11/21/2012		11.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS, INC.	130484	12/18/2012	12/05/2012			203.95	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-639	INTERSTATE BATTERY	39438	11/06/2012		203.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NFL	130510	12/18/2012	12/07/2012			50.36	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	TREATED PINE(4)	20080165	11/14/2012		50.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION, INC	130512	12/18/2012	12/07/2012			176.25	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	2.35 TN ASPHALT FOB	16581	11/15/2012		176.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES	130515	12/18/2012	12/10/2012			419.32	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-535	STREETS	1033323778	11/07/2012		20.42
001-205-535	MAINTENANCE	1033323778	11/07/2012		44.92
001-201-535	STREETS	1033325825	11/14/2012		20.42
001-205-535	MAINTENANCE	1033325825	11/14/2012		47.24
001-201-535	STREETS	1033327900	11/21/2012		20.42
001-205-535	MAINTENANCE	1033327900	11/21/2012		44.92
001-201-535	STREETS	1033329944	11/28/2012		20.42
001-205-535	MAINTENANCE	1033329944	11/28/2012		44.92

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES	130515	12/18/2012	12/10/2012			419.32	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	RECREATION	1033323777	11/07/2012		4.37
001-201-535	STREETS	1033323777	11/07/2012		15.04
001-205-535	MAINTENANCE	1033323777	11/07/2012		20.19
001-170-698	RECREATION	1033325824	11/14/2012		4.37
001-201-535	STREETS	1033325824	11/14/2012		16.92
001-205-535	MAINTENANCE	1033325824	11/14/2012		20.19
001-170-698	RECREATION	1033327899	11/21/2012		4.37
001-201-535	STREETS	1033327899	11/21/2012		12.72
001-205-535	MAINTENANCE	1033327899	11/21/2012		20.19
001-170-698	RECREATION	1033329943	11/28/2012		4.37
001-201-535	STREETS	1033329943	11/28/2012		12.72
001-205-535	MAINTENANCE	1033329943	11/28/2012		20.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT	130516	12/18/2012	11/29/2012			16,373.56	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-104	TR 11/29 MDOT WIRE	11072012	11/29/2012		8,855.51
001-000-104	TR 11/29 MDOT WIRE	11072012	11/29/2012		7,518.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THOMPSON ENGINEERING	130527	12/18/2012	12/12/2012			240.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-603	SEA BASS DRAINAGE ISSUES	12102191	11/02/2012		240.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COMPANION PROPERTY & CASUALTY GROUP	130528	12/18/2012	12/12/2012			6,697.81	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	COMMERCIAL PROPERTY	3631775	11/28/2012		6,697.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NEEL-SCHAFFER INC	130530	12/18/2012	12/12/2012			1,200.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-698	TRAFFIC PROJECTION STUDY	113012	11/30/2012		1,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC	130531	12/18/2012	12/12/2012			833.33	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	NOV 2010 CLUB SUPPORT	11302012	12/05/2012		833.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	130532	12/18/2012	12/12/2012			195.50	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	MONTHLY 12/11-1/10/13	12112012	12/05/2012		195.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	130533	12/18/2012	12/12/2012			99.95	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	MONTHLY 12/05-01/04/13	12052012	12/01/2012		99.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CARD SERVICES	130534	12/18/2012	12/12/2012			3,327.99	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	TONER CARTRIDGES	11052012	11/05/2012		212.97
001-021-559	LAPTOP CASE	11142012	11/14/2012		134.80
001-092-714	ALUMINUM PLAQUES	11192012	11/19/2012		2,583.46
001-040-500	XL INK CARTRIDGES	11212012	11/21/2012		68.46
001-090-645	TREE LIGHTING SUPPLIES	11292012	11/29/2012		53.18
001-090-645	TREE LIGHTING SUPPLIES	11292012	11/29/2012		40.12
001-090-682	ASFPM DUES:DUKE,ATKINSON	11292012	11/29/2012		110.00

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CARD SERVICES	130534	12/18/2012	12/12/2012			3,327.99	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-684	BUILDING SAFETY JOURNAL	12012012	12/01/2012		125.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	130535	12/18/2012	12/12/2012	1,378.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	11/30/2012		124.02
001-022-605	HR CELL PHONES	0030759348	11/30/2012		124.02
001-040-605	CITY CLERK CELL PHONES	0030759348	11/30/2012		36.05
001-090-605	ECON DEV CELL PHONES	0030759348	11/30/2012		468.10
001-161-605	FIRE DEPT CELL PHONES	0030759348	11/30/2012		490.54
001-170-605	RECREATION CELL PHONES	0030759348	11/30/2012		88.92
001-205-605	MAINT CELL PHONES	0030759348	11/30/2012		46.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS, LLC	130537	12/18/2012	12/12/2012	105.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PARK PORT O LET	213812	11/30/2012		105.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	FEDERAL EXPRESS	130540	12/18/2012	12/12/2012	72.51	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-607	SHIPPING	210251893	12/05/2012		41.90
001-092-607	SHIPPING	210251893	12/05/2012		30.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	130542	12/18/2012	12/12/2012	4,170.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP36532571	12/03/2012		100.04
001-100-525	UNL FUEL	NP36532571	12/03/2012		3,236.64
001-161-525	UNL & DSL FUEL	NP36532571	12/03/2012		309.78
001-170-525	UNL & DSL FUEL	NP36532571	12/03/2012		107.47
001-201-525	UNL FUEL	NP36532571	12/03/2012		416.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	130545	12/18/2012	12/12/2012	4,183.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP36597798	12/10/2012		215.46
001-100-525	UNL FUEL	NP36597798	12/10/2012		3,422.23
001-161-525	UNL & DSL FUEL	NP36597798	12/10/2012		303.01
001-170-525	UNL & DSL FUEL	NP36597798	12/10/2012		162.98
001-205-525	UNL FUEL	NP36597798	12/10/2012		79.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	130547	12/18/2012	12/12/2012	42.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	4343821	11/16/2012		42.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	IBM CORPORATION	130548	12/18/2012	12/12/2012	816.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-730	AS400 PMT JAN 2012	I4331EW	12/01/2012		816.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	MEDWORKS OCCUPATIONAL CLINIC	130551	12/18/2012	12/13/2012	75.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	PRE-EMP PHYSICAL:HINES,M	4793	12/03/2012		50.00
001-100-604	DRUG SCREEN:HINES,M	4793	12/03/2012		25.00

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Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	130553	12/18/2012	12/13/2012			92.04	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1417067	12/14/2012		34.48
001-161-630	SOUTH FIRE STN	1417249	12/14/2012		57.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	130554	12/18/2012	12/13/2012			2,280.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JAN 2013 NETWORK SERVICES	1603	11/14/2012		2,280.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	130556	12/18/2012	12/13/2012			1,475.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	DEC 2012 COURT SUPPORT	1-20402	12/03/2012		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	130557	12/18/2012	12/13/2012			46.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	707619	12/01/2012		46.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LLOYD B MARSHALL, JR. CPA	130559	12/18/2012	12/13/2012			5,779.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-600	PROGRESS PMT FY 2012	4	12/13/2012		5,367.00
001-092-600	CENSUS REPORT	12132013	12/13/2012		412.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI PRESS REGISTER	130565	12/18/2012	12/13/2012			66.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	NOTICE:HEARING-AMEND UDO	01906210	11/07/2012		27.72
001-090-615	CU NOTICE:CSPIRE	01910662	11/21/2012		17.28
001-090-615	HO NOTICE:BROWN,BOB	01911129	11/25/2012		16.80
001-040-615	PUBLISH UDO AMENDMENT	0191220	11/30/2012		4.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	130567	12/18/2012	12/13/2012			131.93	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	TR310 BLK TROUSERS (3)	BC0006172	11/26/2012	130160	53.97
001-161-535	TR310 BLK TROUSERS (3)	BC0006172	11/26/2012	130160	59.97
001-161-535	SHIPPING	BC0006172	11/26/2012	130160	17.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	130568	12/18/2012	12/13/2012			510.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	BROWN PAPER TOWELS	34041	12/07/2012	130211	159.60
001-092-510	BATHROOM TISSUE	34041	12/07/2012	130211	231.00
001-092-510	WHITE PAPER TOWELS	34041	12/07/2012	130211	51.80
001-092-510	SPRAY LYSOL	34041	12/07/2012	130211	68.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NEWELL PAPER COMPANY	130569	12/18/2012	12/13/2012			40.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	#1040 MULTIFOLD TOWELS	549950	11/27/2012	130177	40.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	130570	12/18/2012	12/13/2012			252.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	BRTTN210C TONER	62933	11/21/2012	130158	52.98
001-161-500	BRTTN210M TONER	62933	11/21/2012	130158	52.99

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Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	130570	12/18/2012	12/13/2012			252.22	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	DE7175013 CALENDAR	62933	11/21/2012	130158	1.49
001-161-500	8511WH COPY PAPER	62933	11/21/2012	130158	61.90
001-161-500	SAN30001 SHARPIES	62933	11/21/2012	130158	3.90
001-161-500	LP8511CA TABLETS	62933	11/21/2012	130158	6.49
001-161-500	POSTIT 3X3 YW	62933	11/21/2012	130158	2.49
001-161-500	HEWC8767WN HP INK	62933	11/21/2012	130158	69.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	HATTIESBURG COMPUTER SUPPLIES INC.	130571	12/18/2012	12/13/2012	206.20	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	2011 1099 LASER PAPER	8980	12/02/2012	130179	39.00
001-040-500	TF5209 W2 LASER FORMS (300)	8980	12/02/2012	130179	84.00
001-040-500	TF99991 W2 ENVELOPES (300)	8980	12/02/2012	130179	69.00
001-040-500	FREIGHT	8980	12/02/2012	130179	14.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	GULF COAST FENCE COMPANY	130572	12/18/2012	12/13/2012	354.72	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-721	BACOT PARK FENCING	25450	06/21/2012	121121	354.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	COOPER FAMILY MED CENTER	130573	12/18/2012	12/13/2012	280.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	ACADEMY PHYSICAL:CAGLE	27803	11/29/2012	130175	140.00
001-100-604	ACADEMY PHYSICAL:RICHARDSON	27803	11/29/2012		140.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	GULF COAST ARMY NAVY STORE	130574	12/18/2012	12/13/2012	172.54	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	TACTICAL BDU PANTS (3)	568709	11/28/2012	130174	86.27
001-100-681	TACTICAL BDU PANTS (3)	568710	11/28/2012	130174	86.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	GREGG'S AFFORDABLE AUTO GLASS	130576	12/18/2012	12/13/2012	160.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-638	07 FORD F250 WINDSHIELD	26516	07/31/2012	121289	160.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	K&R SERVICES, INC.	130580	12/18/2012	12/13/2012	155.81	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-639	REPAIR GENERATOR	31273	11/19/2012	130200	155.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	A & B DISCOUNT TIRE INC	130581	12/18/2012	12/13/2012	2,842.94	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	385/65R22.5	60911	11/28/2012	130173	1,089.30
001-161-638	MOUNT/DISMOUNT	60911	11/28/2012	130173	70.00
001-161-638	WASTE FEES	60911	11/28/2012	130173	20.00
001-161-638	11R22.5	60911	11/28/2012	130173	1,519.64
001-161-638	MOUNT/DISMOUNT	60911	11/28/2012	130173	104.00
001-161-638	WASTE FEE	60911	11/28/2012	130173	40.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount	Approved/Disapproved
001	SOUTHERN WATERWORKS SUPPLY, INC	130582	12/18/2012	12/13/2012	285.08	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	BLUE STAKING FLAGS	45732	11/30/2012	130181	40.00
001-201-576	GREEN STAKING FLAGS	45732	11/30/2012	130181	40.00
001-201-576	2" CAST IRON VALVE BOX RISER	45732	11/30/2012	130181	102.38
001-201-576	4" CAST IRON VALVE BOX RISER	45732	11/30/2012	130181	102.70

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANNY'S TOWING & SERVICE CENTER	130585	12/18/2012	12/13/2012			250.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	E4 - TOWING SERVICE	8652	11/22/2012	130183	125.00
001-161-638	E3 - TOWING SERVICE	8655	11/26/2012	130183	125.00

FUND TOTAL 1 Claims to Checks 45 Total 62,042.28 Manual Held Total 62,042.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
012	LANE CONSTRUCTION CO OF MS INC	130560	12/18/2012	12/13/2012			270,252.73	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
012-021-750	STREETSCAPE PII	13	11/27/2012		270,252.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
012	URBAN PLANNING CONSULTANTS, INC	130561	12/18/2012	12/13/2012			4,226.00	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
012-021-750	ADMIN SERVS-DOWNTOWN REVIT	9470	09/30/2012		4,226.00

FUND TOTAL 12 Claims to Checks 2 Total 274,478.73 Manual Held Total 274,478.73

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	THE LPA GROUP INCORPORATED	130526	12/18/2012	12/12/2012			3,133.39	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	ENGINEERING-MDOT	15	11/19/2012		3,133.39

FUND TOTAL 130 Claims to Checks 1 Total 3,133.39 Manual Held Total 3,133.39

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	POSITIVE PROMOTIONS	130584	12/18/2012	12/13/2012			861.90	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-799	ABC'S OF FIRE SAFETY	04574077	11/09/2012	130114	775.80
160-161-799	SHIPPING	04574077	11/09/2012	130114	86.10

FUND TOTAL 160 Claims to Checks 1 Total 861.90 Manual Held Total 861.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	CHEMSEARCH	130575	12/18/2012	12/13/2012			1,868.89	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	TRAIL BLAZER MIX	897549	10/12/2012	130058	1,679.00
166-201-559	BACK PACK SPRAYER	897549	10/12/2012	130058	85.00
166-201-559	SHIPPING	897549	10/12/2012	130058	104.89

FUND TOTAL 166 Claims to Checks 1 Total 1,868.89 Manual Held Total 1,868.89

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Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BATSON & BROWN, INC	130562	12/18/2012	12/13/2012			15,700.00	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
171-021-779	WETLANDS SURVEY	45422OCT12	11/30/2012		15,700.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CHRISTIAN PREUS LANDSCAPE ARCHITECTURE	130563	12/18/2012	12/13/2012			875.00	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
171-021-779	PROGRAMMING	2027	09/28/2012		875.00

FUND TOTAL 171 Claims to Checks 2 Total 16,575.00 Manual Held Total 16,575.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	PASCAGOULA TIRE & SERVICE	130466	12/18/2012	12/03/2012			483.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	TRANSFORCE HT TIRES(3)#402	51167	11/15/2012		483.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN LUBE FAST	130467	12/18/2012	12/03/2012			8.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	INSPECTION STICKER #405	1420090537	10/09/2012		4.00
400-651-638	INSPECTION STICKER #406	1420090578	10/10/2012		4.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	130471	12/18/2012	12/04/2012			236.04	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	FIBERGLASS RESIN	1978275322	10/29/2012		34.40
400-651-638	TAILGATE HANDLE	1978275563	10/31/2012		65.98
400-651-559	BOOSTER CABLE	1978276940	11/14/2012		48.99
400-651-639	ALTERNATOR	1978276948	11/14/2012		42.74
400-651-638	FUEL FILTER,GAL ANTIFREEZE(2)	1978278157	11/27/2012		30.88
400-651-638	FUEL FILTER(2)	1978278161	11/27/2012		3.06
400-651-559	TOP TERMINAL	1978278239	11/28/2012		9.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AUTO TRUCK AND TRAILER PARTS INC	130473	12/18/2012	12/05/2012			186.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-639	BATTERY CABLE	229959	11/06/2012		18.07
400-651-638	OIL & FUEL FILTER #413	230090	11/06/2012		78.27
400-651-639	SWITCH,CABLE	230302	11/24/2012		36.38
400-651-638	22'BATTERY CABLE	230563	11/27/2012		53.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S HOME CENTER'S, INC.	130483	12/18/2012	12/05/2012			22.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	CLAMP,ADAPTER,COUPLING,BUSHING	912044	10/30/2012		16.00
400-651-559	CONCRETE MIX(2)	902753	11/01/2012		6.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BELL AUTO PARTS, INC.	130485	12/18/2012	12/05/2012			373.89	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-639	GAL ROTELLA OIL(5)	39436	11/06/2012		100.00
400-651-639	FUEL FILTER ASSY,OIL FILTER	39440	11/13/2012		74.92
400-651-639	FUEL FILTER ASSY,FUEL FILTER	39441	11/14/2012		99.97
400-651-639	5GAL TRACTOR HYD OIL(2)	39450	11/14/2012		99.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION, INC	130511	12/18/2012	12/07/2012			33.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	2.80 CY FILL SAND FOB	16581	11/08/2012		33.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	130513	12/18/2012	12/10/2012			8,594.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	TR MEMA FUNDS PW158	11082012	11/08/2012		8,594.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	130514	12/18/2012	12/10/2012			1,276.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	TR MEMA FUNDS PW229	11212012	11/21/2012		1,276.25

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	G&K SERVICES	130517	12/18/2012	12/10/2012			311.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-535	UNIFORMS	1033323777	11/07/2012		85.11
400-651-535	UNIFORMS	1033325824	11/14/2012		72.79
400-651-535	UNIFORMS	1033327899	11/21/2012		76.99
400-651-535	UNIFORMS	1033329943	11/28/2012		76.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	130519	12/18/2012	12/12/2012			120,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-816	DEC 2012 PRN PMT	12012012	12/12/2012		85,800.00
400-680-817	DEC 2012 PRN PMT	12012012	12/12/2012		34,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COMPANION PROPERTY & CASUALTY GROUP	130529	12/18/2012	12/12/2012			6,697.82	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-625	COMMERCIAL PROPERTY	3631775	11/28/2012		6,697.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	130536	12/18/2012	12/12/2012			457.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	CELL PHONES	0030759348	11/30/2012		457.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DPC ENTERPRISES, L.P.	130539	12/18/2012	12/12/2012			596.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-580	CHLORINE 150# CYL	2120024091	11/26/2012		596.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FEDERAL EXPRESS	130541	12/18/2012	12/12/2012			47.82	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	SHIPPING	210251893	12/05/2012		47.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	130544	12/18/2012	12/12/2012			1,642.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL & DSL FUEL	NP36532571	12/03/2012		1,642.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	130546	12/18/2012	12/12/2012			433.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL & DSL FUEL	NP36597798	12/10/2012		433.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	130549	12/18/2012	12/12/2012			284.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	SERVICE 12/5-01/02/13	121200478	12/05/2012		284.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	130550	12/18/2012	12/12/2012			205,956.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	DEC 2012 TREATMENT CHGS	24934	12/03/2012		102,978.00
400-651-668	OCT 2012 TREATMENT CHGS	23859	10/09/2012		102,978.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSISSIPPI 811	130552	12/18/2012	12/13/2012			2,208.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	LINE LOCATES 11/11-10/12	130377	11/26/2012		2,208.75

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ICE	130555	12/18/2012	12/13/2012			71.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	REFILL ICE 50 @ .55	38341	11/29/2012		27.50
400-651-559	REFILL ICE 80 @ .55	38342	12/11/2012		44.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	UTILITY SERVICES CO., INC.	130558	12/18/2012	12/13/2012			14,580.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	SR MALL TANK	304675	12/01/2012		2,451.52
400-651-698	LARK ST TANK	304676	12/01/2012		2,395.67
400-651-698	CENTRAL FD TANK	304677	12/01/2012		6,533.45
400-651-698	MARTIN BLUFF TANK	304678	12/01/2012		3,199.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	130564	12/18/2012	12/13/2012			105,838.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	NOV 2012 GARBAGE PMTS	11302012	11/30/2012		105,838.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	GREGG'S AFFORDABLE AUTO GLASS	130577	12/18/2012	12/13/2012			200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	08 FORD F350 WINDSHIELD	26459	08/01/2012	121278	200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE, INC.	130578	12/18/2012	12/13/2012			3,396.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3 HP SINGLE PHASE PUMP	11146	11/29/2012	130168	1,109.60
400-651-583	PUMP REPAIR ON LS14	11143	12/04/2012	130167	1,489.80
400-651-581	3 HP SINGLE PHASE PUMP	11142	12/04/2012	130165	796.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	M T DEASON COMPANY INC	130579	12/18/2012	12/13/2012			435.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	METER LOCK #4	24677	11/30/2012	130136	380.00
400-651-581	METER KEY	24677	11/30/2012	130136	55.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY, INC	130583	12/18/2012	12/13/2012			255.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 BRASS COUPLING	45639	11/27/2012	130163	215.00
400-651-581	3/4 X100 SERVICE TUBING	45639	11/27/2012	130163	40.00

FUND TOTAL 400 Claims to Checks 27 Total 474,627.92 Manual Held Total 474,627.92

Docket of Claims

Release date from 12/18/2012 thru 12/18/2012

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	130518	12/18/2012	12/10/2012			1,496.00	________
404	DELTA SANITATION OF MS, LLC	130538	12/18/2012	12/12/2012			80,735.44	________
404	FUELMAN OF MS	130543	12/18/2012	12/12/2012			267.69	________

APPLEWHITE IND

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	NOV 2012 748.00 @ 2.00	1380	11/30/2012		1,496.00

DELTA SANITATION OF MS, LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	NOV 12 RES GARBAGE SERV	7368	11/30/2012		77,650.00
404-677-693	NOV 12 RES CART RENTAL	7368	11/30/2012		2,888.00
404-677-693	NOV 12 COM CART RENTAL	7368	11/30/2012		197.44

FUELMAN OF MS

Account Number	Description	Invoice #	Date	P.O.	Amount
404-222-525	DSL FUEL	NP36532571	12/03/2012		267.69

FUND TOTAL 404 Claims to Checks 3 Total 82,499.13 Manual Held Total 82,499.13

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

ORDER NUMBER 288-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 and 7-16 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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

____
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 18, 2012.

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

ORDER NUMBER 289-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Council Meetings held November 20, 2012; and December 4, 2012 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
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

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

ORDER NUMBER 290-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Planning Commission Meetings held August 16, 2012; September 6, 2012; and September 13, 2012 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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

____
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 18, 2012.

AUGUST 16, 2012

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a regular meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on August 16, 2012, at 6:00 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Marilyn Minor, James Torrey, Richard Johnson, and Jerry Akins. Absent were Larry Dailey and Greg Spanier. Also present were Eric Meyer, Economic Development Director; Bob Ramsay, City Attorney; Babs Logan, Planning Technician, and Melissa Burdine, Court Reporter.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

AUGUST 16, 2012

6:00 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE (VOLUNTEER)

III. APPROVAL OF MINUTES – (AUGUST 2, 2012)

IV. APPROVAL OF AGENDA

V. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)

VI. OLD BUSINESS

NONE

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A MAJOR DEVELOPMENT ORDER FOR A MEDICAL COMPLEX IN A C-3 HIGHWAY COMMERCIAL DISTRICT, 6300 ALLEN ROAD (BIENVILLE ORTHOPEDIC SPECIALISTS LLC) (GPC CASE #12-14-MD)

VIII. DIRECTOR'S REPORT

IX. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

There were no public comments.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A MAJOR DEVELOPMENT ORDER FOR A MEDICAL COMPLEX IN A C-3 HIGHWAY COMMERCIAL DISTRICT, 6300 ALLEN ROAD (BIENVILLE ORTHOPEDIC SPECIALISTS LLC) (GPC CASE #12-14-MD)

There came before the Planning Commission a request on the part of Bienville Orthopedic Specialists LLC for approval of a Major Development Order that would allow them to develop a medical office complex at 6300 Allen Road, PID #82300003.025 and #82300004.000 which is located in a C-3 Highway Commercial zoning district.

Ben Smith, the project engineer, explained that the proposed project would be constructed in phases and will include two (2) medical office buildings with related parking areas, landscaping, and all other necessary site improvements.

Commissioner Wooten asked if the applicant proposed to fill in the lake on the property. Elmer Wind, the project architect, stated that the lake was actually being used as a stormwater basin and would not be filled in. Mr. Wind also noted that there were two other parcels that adjoined their property that they would like to obtain and perhaps build a third and fourth building sometime in the future.

Commissioner Johnson asked about the projected time line for the project. Mr. Wind said that Building "A" would be started this fall and scheduled for completion by Christmas of 2013 and then Building "B" would follow suit.

Commissioner Wooten asked about plans for road improvement in the area. Mr. Meyer advised that the Mississippi Development Authority would be helping fund improvements to Allen Road.

Commissioner Johnson made a motion to recommend approval with the applicant satisfying all incomplete items as noted by the Technical Review Committee prior to permitting. Commissioner Wooten seconded the motion and the following vote was recorded:

AYES	NAYS	ABSENT	ABSTAINED
David Wooten		Greg Spanier	
James Torrey		Larry Dailey	
Marilyn Minor			
Richard Johnson			
Jerry Akins			

DIRECTOR'S REPORT

Mr. Meyer advised Commissioners that staff would have them a working copy of the UDO tracking various changes made to correct typographical, spelling and grammatical errors prior to the next meeting.

Mr. Meyer also gave an update on the Town Center Streetscape progress and the dedication of the Veterans Tribute Tower.

SUBMITTED BY:

Eric Meyer
Economic Development Director

DATE: 11.15.12

3

APPROVED:

D. Wooten

David Wooten, Chairman
Gautier Planning Commission

DATE: 11-15-12

4

SEPTEMBER 6, 2012

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a regular meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on September 6, 2012, at 6:00 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Marilyn Minor, Larry Dailey, Greg Spanier, Richard Johnson, and Jerry Akins. Absent was James Torrey. Also present were Eric Meyer, Economic Development Director; Bob Ramsay, City Attorney; Babs Logan, Planning Technician, and Melissa Burdine, Court Reporter.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

SEPTEMBER 6, 2012

6:00 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE (VOLUNTEER)

III. APPROVAL OF MINUTES – (AUGUST 16, 2012)

IV. APPROVAL OF AGENDA

V. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)

VI. OLD BUSINESS

NONE

VII. NEW BUSINESS

A. LEGISLATIVE

1. REQUEST TO AMEND THE PARKING REQUIREMENTS FOR A HEALTH CLUB/FITNESS CENTER (KENNY BORRIES, OWNER OF BODY QUEST) (GPC CASE #12-17-UDO)

B. DISCUSSION

1. CONSIDERATION OF UNIFIED DEVELOPMENT ORDINANCE REVISIONS (GPC #12-18-UDO)

VIII. DIRECTOR'S REPORT

IX. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

There were no public comments.

OLD BUSINESS:

There was no old business to discuss.

NEW BUSINESS

A. LEGISLATIVE

1. REQUEST TO AMEND THE PARKING REQUIREMENTS FOR A HEALTH CLUB/FITNESS CENTER (KENNY BORRIES, OWNER OF BODY QUEST) (GPC #12-17-UDO)

There came before the Planning Commission a request on the part of Kenny Borries, owner of Body Quest, for an amendment to the Unified Development Ordinance (UDO) regarding parking requirements for a Health Club/Fitness Center. The current number of parking spaces required by the UDO for a Health Club/Fitness Center is ten (10) plus one (1) per two hundred (200) square feet of Gross Leased Area (GLA). The applicant proposed the requirements be changed to ten (10) plus one (1) per five hundred (500) square feet of GLA.

Mr. Meyer reminded the Commissioners that the change was not case specific and that if amended the new requirements would apply to any new

Health Club/Fitness Center. Commissioner Wooten asked that they be allowed to discuss some of the specifics for the request in order to test the standards listed in the UDO.

Tommy Martin, the applicant's representative, stated that the proposed new two (2) story gym would be twelve thousand (12,000) square feet but only about six thousand (6,000) square feet would be actual workout area. The layout for the new gym only allows for forty-eight (48) parking spaces. According to the UDO the new gym must have seventy (70) parking spaces. Mr. Martin said the new gym would not need that many spaces and noted that he had taken a count of the cars in front of the existing gym which is located in a shopping mall at different intervals throughout the day. At 5:30 p.m. that evening the count peaked at thirty-nine (39) vehicles.

Commissioner Johnson asked Mr. Martin how much square footage would be designated for office space and exercise related activity. Mr. Martin said that he would estimate that about nine thousand (9000) square feet would be office space and workout area which would leave about three thousand (3000) square feet of hallways, storage areas, etc.

Commissioner Minor asked Mr. Martin what their busiest days and times were at their current location which Mr. Martin said was about seven thousand (7000) square feet. Mr. Martin said that there were about four (4) days a week when there were thirty (30) to fifty (50) cars at the current location and that was around 5:30 p.m. to 8:00 p.m.

Commissioner Dailey noted that on the information provided in their packets the neighboring cities of Ocean Springs and Pascagoula required substantially less spaces than Gautier's seventy (70) spaces. These cities require between forty (40) and forty-eight (48) parking spaces for a twelve thousand (12,000) square foot Health Club/Fitness Center.

Commissioner Wooten asked Mr. Martin if the parking spaces shown on the site layout were all within the boundary of the property. Jason Lauban, project architect, stated that on the current layout the spaces on the east side of the property were partially in the right-of-way and would have to be moved.

Mr. Meyer suggested the applicant and Staff take another look at the number of spaces that would actually be needed, considering landscaping and the parking spaces that would have to be relocated due to being in the right-of-way, before possibly making a change that would not be sufficient.

Commissioner Dailey made a motion to table the request until Thursday, September 13th at 6:30 p.m. for the applicant and Staff to meet and determine the exact number of spaces needed. Commissioner Minor seconded the motion and the following vote was recorded:

AYES	NAYS	ABSENT	ABSTAINED
David Wooten		James Torrey	
Larry Dailey			
Marilyn Minor			
Richard Johnson			
Jerry Akins			
Greg Spanier			

B. DISCUSSION

1. CONSIDERATION OF UNIFIED DEVELOPMENT ORDINANCE REVISIONS (GPC #12-18-UDO)

Commissioner Johnson began the discussion regarding possible UDO revisions by requesting that Commissioners read Section 3.2.1. (M) and Section 3.4 regarding the Planning Commission's duties as the Tree Board so they could discuss those sections at the Work Session on September 20th.

Commissioner Dailey stated that in Section 1.4.2. the words "contains regulations" should be changed to "is" because Section 1.4.2 (A-M) defines areas that should be considered but some areas have no specific regulations spelled out in the UDO, therefore there would be nothing to consider. The change would give latitude for those things to be considered. Mr. Ramsay explained that the new wording would not limit the Planning Commission to things that are specifically regulated in the UDO.

Mr. Ramsay further explained that there are certain objective criteria that must be met and approved by the Technical Review Committee before they will approve something and forward it to the Planning Commission. The Planning Commission then has certain subjective criteria it must review, such as whether it is compatible with the Comprehensive Plan, the neighborhood, etc., before recommending a decision to the Council. Therefore, the change in wording allows for the subjective criteria to be considered.

Commissioner Wooten stated that he would like to discuss the amount of square footage allowed for signs on Gautier-Vancleave Road. He noted that the Comprehensive Plan classifies Gautier-Vancleave Road and Highway 90 as Principal Arterials but Gautier-Vancleave Road has C-2 zoning as opposed to Highway 90's C-3 zoning which allows for more square footage on signs.

Commissioner Johnson would also like to discuss Planning Commission quorums and majority recommendations at the Work Session.

The meeting was recessed until Thursday, September 13, 2012 at 6:30 p.m.

DIRECTOR'S REPORT

There was no report from the Director.

SUBMITTED BY:

Eric Meyer
Economic Development Director

DATE: 11.15.12

APPROVED:

David Wooten, Chairman
Gautier Planning Commission

DATE: 11-15-12

5

SEPTEMBER 13, 2012

GAUTIER, MISSISSIPPI

BE IT REMEMBERED THAT a recessed meeting of the Gautier Planning Commission of the City of Gautier, Mississippi, was held on September 13, 2012, at 6:30 P.M. in the Council chambers of the Gautier Municipal Building at 3330 Highway 90, Gautier, Mississippi.

Commission members present: David Wooten, Chairman, Marilyn Minor, Larry Dailey, Greg Spanier, Richard Johnson, James Torrey, and Jerry Akins. Also present were Eric Meyer, Economic Development Director; Babs Logan, Planning Technician, and Melissa Burdine, Court Reporter.

APPROVAL OF AGENDA

There were no changes to the agenda.

AGENDA

GAUTIER PLANNING COMMISSION

SEPTEMBER 13, 2012

6:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE (VOLUNTEER)

III. APPROVAL OF AGENDA

IV. PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)

V. OLD BUSINESS

A. LEGISLATIVE

1. REQUEST TO AMEND THE PARKING REQUIREMENTS FOR A HEALTH CLUB/FITNESS CENTER (KENNY BORRIES, OWNER OF BODY QUEST) (GPC CASE #12-17-UDO)

VI. NEW BUSINESS

NONE

VII. DIRECTOR'S REPORT

VIII. ADJOURN

PUBLIC COMMENTS (MATTERS OF THE PLANNING COMMISSION NOT LISTED ON AGENDA)

There were no public comments.

OLD BUSINESS:

A. LEGISLATIVE

1. REQUEST TO AMEND THE PARKING REQUIREMENTS FOR A HEALTH CLUB/FITNESS CENTER (KENNY BORRIES, OWNER OF BODY QUEST) (GPC #12-17-UDO)

There came before the Planning Commission a tabled request on the part of Kenny Borries, owner of Body Quest, for an amendment to the Unified Development Ordinance (UDO) regarding parking requirements for a Health Club/Fitness Center. The current number of parking spaces required by the UDO for a Health Club/Fitness Center is ten (10) plus one (1) per two hundred (200) square feet of Gross Leased Area (GLA). The applicant proposed the requirements be changed to ten (10) plus one (1) per five hundred (500) square feet of GLA.

After much discussion at the September 6, 2012 Planning Commission meeting, the Commissioners tabled this request until tonight so Mr. Meyer and the applicant's representatives could meet and determine exactly how many parking spaces would be sufficient.

Commissioner Dailey made a motion to recommend an amendment to the UDO to require one (1) parking space per two hundred fifty (250) square feet of gross leasable area for a Health Club/Fitness Center. Commissioner Dailey stated that he based his recommendation on facts presented, requirements of neighboring cities and in trying to unify requirements within Jackson County. Commissioner Spanier seconded the motion and the following vote was recorded:

AYES	NAYS	ABSENT	ABSTAINED
David Wooten			
Larry Dailey			
Marilyn Minor			
Richard Johnson			
Jerry Akins			
Greg Spanier			
James Torrey			

DIRECTOR'S REPORT

There was no report from the Director.

SUBMITTED BY:

Eric Meyer
Economic Development Director

DATE: 11.15.12

APPROVED:

David Wooten, Chairman
Gautier Planning Commission

DATE: 11-15-12

3

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

ORDER NUMBER 291-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for November 2012 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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

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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 18, 2012.

City of Gautier
Business Registry
Nov-12

Acct.	License #	Business Name /Owner	Amt.
511	2013-09-0003389	Primo Engineering	$22.20
*1186	2013-11-0003390	Unique's Family Kitchen	$20.00
54	2013-10-0003391	Spa & Tub Manufacturing Co.	$32.50
1093	2013-09-0003392	Off The Hook	$45.00
61	2013-10-0003393	MHC TT Membership, LP	$165.00
1095	2013-09-0003394	Fred's Store #2028	$440.00
873	2013-10-0003395	Final Environmental Service	$22.00
*1187	2013-11-0003396	Cellular Citi	$20.00
23	2013-10-0003397	Gautier Animal Clinic	$22.00
88	2013-11-0003398	Barbara Harvey, Attorney	$20.00
530	2013-09-0003399	Gulf Coast Publishing	$33.30
278	2013-10-0003400	Mowa Development, LLC	$33.00
132	2013-11-0003401	Tom Terrific Lawn & Garden	$20.00
1094	2013-09-0003402	Hot Nails	$22.20
126	2013-11-0003403	Sweet Tooth Bakery	$20.00
803	2013-11-0003404	Jackson Realty & Builders, Inc.	$20.00
86	2013-11-0003405	Goodwill Industry of South MS	$20.00
112	2013-11-0003406	Highway 90 Pawn & Gun, LLC	$500.00
73	2013-11-0003407	Car Wash I	$20.00
74	2013-11-0003408	Car Wash II	$20.00
7	2013-10-0003409	Auto Truck & Trailer Parts, Inc.	$22.00
882	2013-11-0003410	Specialty Trailer Supply, LLC	$32.50
102	2013-11-0003411	SRHS Clinics-Gautier	$69.00
1103	2013-10-0003412	C&S Coast Cleaning	$22.00
*1188	2013-11-0003413	Gautier Senior Care Center, LLC	$20.00
128	2013-11-0003414	Samantha Taylor-Taylor & Co.	$20.00
379	2013-05-0003415	Bunny Bread (Warehouse)	$23.00
91	2013-11-0003416	Isle of Pines Trailer Park	$20.00
1109	2013-11-0003417	Smokescreen, LLC	$20.00
1106	2013-11-0003418	The Happy Boudoir Photography	$20.00
*1189	2013-11-0003419	Uncorked Chimes	$20.00
122	2013-11-0003420	Bobbie H. Sirin, C.P.A.	$20.00
121	2013-11-0003421	Bobbie H. Sirin, C.P.A.	$20.00
*1190	2013-11-0003422	Ccomics	$20.00
92	2013-11-0003423	JMAT Software, LLC	$20.00
90	2013-11-0003424	Hunt Security	$30.00
883	2013-11-0003425	Tom's Extreme Pizzeria, LLC	$30.00
935	2013-09-0003426	Salt Water Bed & Breakfast	$22.20
66	2013-11-0003427	1st Stop Conoco	$40.00
386	2013-03-0003428	Wallpaper, Etc.	$23.40
111	2013-11-0003429	Rustic Inn	$35.00
100	2013-11-0003430	Martin Bluff Grocery	$52.50
106	2013-11-0003431	Mississippi Mini Warehouses	$20.00
119	2013-11-0003432	Sears Portrait Studio, # 42196	$30.00
79	2013-11-0003433	Coldwell Banker United Realtor	$30.00
117	2013-11-0003434	Scotty's Barber Shop	$20.00
376	2013-11-0003435	B&G's Cleaning Service	$20.00
		Total	$2,238.80

*	New Business	5
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	0
******	Delinquent Renewals Issued	0

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

ORDER NUMBER 293-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that City is hereby authorized to enter into a one (1) year contract with DPC to deliver chlorine at eighty dollars ($80.00) per cylinder, seven (7) cylinders per week.

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
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell, Interim City Clerk
Date:	December 11, 2012
Subject:	Chlorine

REQUEST:
Request is for a (1) one year extension to contract with DPC Enterprise to deliver chlorine at eighty dollars ($80.00) per cylinder, (7) seven cylinders weekly.

BACKGROUND:
Bids were accepted from vendors on January 4^{th}, 2012 to supply the chlorine deliveries for the City. Upon consideration, it has been determined that a one-year extension to the existing DPC Enterprise contract offers the best price.

With the recent privatization of public works, Clearwater reduced their contract amount in return for the City continuing to pay the chlorine contract for optional savings.

RECOMMENDATION:
Based on the attached information from John Skipper regional Sales Manager of DPC, City staff recommends that City Council authorize extending the bid for an additional one (1) year term.

ATTACHMENT(S):
John Skipper Email. Dated December 10, 2012

Cindy Steen

From: Skipper, John <jskipper@dxgroup.com>
Sent: Monday, December 10, 2012 3:17 PM
To: 'csteen@gautier-ms.gov'
Cc: Moore, Teresa
Subject: Chlorine price extension

December 10, 2012

Ms. Cindy Steen
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

Ms. Steen:

Thank you for the opportunity to offer the following price extension on Chlorine 150 lb. cylinders for your water department:

Chlorine - 150 lb. cylinders - $80.00 per cylinder or $.5333 per lb.

This price will be effective at the end of our current agreement and will be firm through December 31, 2013.

As per normal, please allow 4 to 5 working days for shipment after receipt of order and each shipment will incur a 6.5% fuel surcharge.

Thank you again for this and future opportunities. We greatly value the kind patronage Gautier has shown to us in 2012 and we look forward to another successful year .

John Skipper
Regional Sales Manager
DPC Enterprises, L. P.
251-422-2737
jskipper@dxgroup.com

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

ORDINANCE NUMBER 209-2012

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, PROVIDING FOR AUTHORITY AND INTENT; AMENDING CHAPTER 18.4-47, CONNECTION WITH PROPER MUNICIPAL MAINS REQUIRED, TO ESTABLISH A QUALIFYING PAYMENT PLAN FOR SERVICES UNDER CERTAIN CONDITIONS; ESTABLISHING EXEMPTION FROM CONNECTION OF SERVICES UNDER CERTAIN CONDITIONS; PROVIDING FOR CONSISTENCY; AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF GAUTIER, MISSISSIPPI:

Section 1. Authority & Intent

The authority for enactment of this ordinance is Section 21-27-23 Mississippi Annotated Code.

Section 2. Amendment of Section 18.4.47, Connection with Proper Municipal Mains Required, of the Code of Ordinances

a. Section 18.4.47, of the Code of Ordinances, is hereby amended as follows:

18.4-47. CONNECTION WITH PROPER MUNICIPAL MAINS REQUIRED

The owner of all houses, buildings, or properties used for human occupancy, employment, or recreation, situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a municipal water main of the city, is hereby required at his expense to connect such facilities directly with the proper municipal mains in accordance with the provisions of this chapter, within ninety (90) days after official notice to do so, provided that said municipal main is within one hundred (100) feet (30.5 meters) of the property line. Residents with primary residence three hundred (300) feet or greater from the municipal main shall not be required to connect.

Beginning ninety (90) days after official notice to connect, the owner will be billed for municipal water service in accordance with the established rate structure. The owner is responsible for all costs related or incidental to the installation including any tap fees established by the city. Exception: Any structure annexed by the city will be exempt from tap fees for ninety (90) days after official notification of water availability provided the structure existed or was substantially completed on the official date of annexation.

Qualifying Payment Plan. 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, and (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.

Section 3. Effective Date

This Ordinance shall take effect upon proper advertisement and 30 days after approval by the City Council and signature of the Mayor.

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

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

Adopted: December 18, 2012

____
Tommy Fortenberry, Mayor

Attest:

____
Cindy Russell, Interim City Clerk

New language is underlined.
Deleted language is ~~stricken~~.
Codification Instructions: Section 18 is codified and changes the code as stated.

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

ORDER NUMBER 294-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Notice of Claim for payment of services provided by Jason Lauban in the amount of two thousand four hundred dollars ($2,400.00) 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 Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Russell Interim City Clerk

Date: December 12, 2012

Subject: Approval of Payment for Services provided

REQUEST:
Vaughn Lauban Designs submitted a Notice of Claim for payment of services provided. The owner, Mr. Jason Lauban, requests payment in the amount of two thousand four hundred dollars ($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.

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.
2. Deny payment.

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

ATTACHMENT(S):
Vaughn Lauban Designs Notice of Claim Letter

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

To: City of Gautier
3330 Hwy 90
Gautier, Ms. 39553

RE: Notice of Claim

Mr. Ramsey:

Please consider this letter a Notice of Claim pursuant to 11-46-11 MCA. I was contacted by Sidney Runnels concerning the design of plans for the remodeling of the Public Works Building. I presented a quote of $4000.00 and was notified to proceed.

At the completion of the preliminary documents I submitted a bill of $1600.00 which was paid. I have now completed plans and have been delivered to the City of Gautier and am now seeking payment of $2400.00. During this process, I dealt with Sidney Runnels former City Manager and Dennis Reeves former Public Works Director.

I currently reside at 9101 Ferry Point Road in Gautier and my business address is 4850 Gautier Vancleave Rd., Suite 5.

Thank you for your prompt consideration in this matter.

Sincerely,

Jason Lauban
Vaugh Lauban Design
4850 Gautier Vancleave Rd., Suite 5
Gautier, Ms. 39553

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

ORDER NUMBER 295-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Release of Claims and Settlement Agreement between the City of Gautier and Michael D. Gray 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 Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

WHEREAS Plaintiff/Counterdefendant Michael D. Gray ("Gray") filed a lawsuit against the City of Gautier, Mississippi ("the City"), and the City filed a counterclaim against Gray in the United States District Court for the Southern District of Mississippi, Civil Action No. 1:10cv00506(HSO)(JMR); and

WHEREAS, Gray and the City desire to resolve all claims and cease the litigation in Civil Action No. 1:10cv00506(HSO)(JMR) pursuant to the terms of this Release of Claims and Settlement Agreement ("Agreement");

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Gray hereby:

   A. Agrees to the entry of a Stipulation of Dismissal, with prejudice, as well as an Order of Dismissal, with prejudice, as to the City, in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Action No. 1:10cv00506(HSO)(JMR), in which he is the Plaintiff/Counterdefendant, and the City is the Defendant/Counterplaintiff, with all parties to bear their own costs.

   B. Releases, acquits and forever discharges the City, and its officers, agents, servants, successors, employees, past employees, insurers, and liability plans from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known or unknown, arising prior to the date of this Agreement, including, but not limited to, any damages, claims or penalties to which Plaintiff/Counterdefendant claims he may have been entitled under federal, state or local law, whether common law or statutory, or the United States Constitution, or the Mississippi Constitution, relating to or arising from the facts giving rise to the aforesaid cause of action. Plaintiff/Counterdefendant, his heirs and assigns, further agree to release and relinquish any and all claims Plaintiff/Counterdefendant has or may have had in the past under federal, state or local law, whether common law or statutory, or constitutions dealing with any actions taken by any employee or agent of the City in connection with the events which form the subject matter of Civil Action No. 1:10cv00506(HSO)(RHW). Notwithstanding the general release of all claims language set forth herein, it is understood that

PD.7808212.1

Plaintiff/Counterdefendant Gray is not releasing or waiving any claim that is based on future acts including any now-unknown latent work injury/disease.

C. Agrees to pay the City a total of Ten Thousand Dollars ($10,000.00) to be paid according to the following terms:

i. One Hundred Dollars ($100.00) per month from October, 2012 through December, 2012;

ii. Ten percent (10%) of his net pay beginning January, 2013;

iii. Beginning January, 2013, Gray will furnish the City Manager pay statements every three months showing the net amount of his compensation for the prior three month period;

iv. All payments to be made to the City's City Manager on or before the 15th of the month in which the payment is due; and

v. Any amounts received by Gray in payments from his retirement account will be subject to the ten percent (10%) payment referred to in 1(C)(ii) above.

D. Agrees that he will not appeal the Court's grant of summary judgment against him in Civil Action No. 1:10cv00506(HSO)(JMR).

E. Expressly agrees that the terms and conditions set forth in this Agreement shall remain confidential and that he will communicate to no one other than his own attorneys, members of his immediate family, accountant, and/or in response to a disclosure compelled in connection with tax preparation, credit application, and/or in response to subpoena and/or official inquiry by any federal or state tax authority.

2. The City hereby:

A. The City, by and through its undersigned duly authorized counsel, hereby agrees to provide a neutral reference to any prospective employers of Gray. This neutral reference will consists only of the dates of Gray's employment with the City and his position with the City at the time of his termination.

B. Agrees to the entry of a Stipulation of Dismissal, with prejudice, as well as an Order of Dismissal, with prejudice, as to Gray, in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Action No. 1:10cv00506(HSO)(JMR), in which Gray is Plaintiff/Counterdefendant and the City is Defendant/ Counterplaintiff, with all parties to bear their own costs.

C. Releases, acquits and forever discharges Gray from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known or unknown, arising prior to the date of this Agreement, including, but not limited to, any damages, claims or penalties to which Defendant/Counterplaintiff claims it may have been entitled under federal, state or local law, whether common law or statutory, or the United States Constitution, or the Mississippi Constitution, relating to or arising from the facts giving rise to the aforesaid cause of action. Defendants/Counterplaintiffs further agree to release and relinquish any and all claims the City and its officers, agents, servants, successors, employees, past employees, insurers, and liability plans from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known has or may have had in the past under federal, state or local law, whether common law or statutory, or constitutions dealing with any actions taken by any employee or agent of the City in connection with the events which form the subject matter of Civil Action No. 1:10cv00506(HSO)(RHW).

D. Expressly agrees that the terms and conditions of this Agreement shall remain confidential and that the City will communicate to no one except its attorneys, accountant, and/or in response to disclosure(s) compelled in connection with tax preparation, credit application, and/or in response to subpoena and/or official inquiry by any federal or state tax authority.

3. Gray and the City (jointly referred to as "the Parties") have denied, and continue to deny, any liability whatsoever regarding the allegations and claims against them in Civil Action No. 1:10cv00506(HSO)(JMR), and it is understood by the Parties that entry into this Agreement that it does not constitute, nor shall it be construed as, an admission by either Party of any violation whatsoever of any rights secured by the United States Constitution or any local, state or federal law. The Parties have agreed to the settlement reflected herein for the sole purpose of avoiding additional litigation costs stemming from claims that likely lack merit. The Parties understand and agree that this financial settlement is in full accordance and satisfaction of said claims, and in lieu of all related rights and remedies.

4. The Parties have negotiated this Agreement with full knowledge of its contents and effect. Each party to this Agreement expressly authorized the negotiation and execution of

this Agreement. In authorizing this Agreement's execution, no party has acted upon any promise, representation, assumption or understanding which is not expressed in this Agreement's written terms.

5. If at any time after the execution of this Agreement, it is established that either Gray or the City violated its terms, the other party shall have the right to seek appropriate relief including, but not limited to, a permanent injunction restraining the other from further violations, recovery of the amount of consideration paid, damages and costs including reasonable attorneys' fees.

6. In the event of any dispute arising under this Agreement, it is agreed that Mississippi law, and federal law, where applicable, will control the interpretation, validity, enforceability and effect of this Agreement without regard to the place of execution or the place of performance. Since this Agreement resolves claims made under federal and state law, and such claims were brought in the United States District Court for the Southern District of Mississippi, Southern Division, the Parties stipulate the United States District Court for the Southern District of Mississippi, Southern Division, has continuing jurisdiction to decide any dispute concerning a violation of its terms.

7. Gray acknowledges that before signing this Release of Claims and Settlement Agreement, he has read it, and fully understands its terms, content, and effect.

8. This Agreement represents the Parties' entire Agreement and this Agreement cancels and supersedes any and all previous written or oral agreements, representations, assumptions or understandings between them.

IN WITNESS WHEREOF, the parties have executed this Release of Claims and Settlement Agreement on this the ___day of ____________, 2012.

MICHAEL D. GRAY, Plaintiff

10/20/12
DATE

CITY OF GAUTIER Signature-Authorized Agent

NAME & TITLE/AUTHORITY

DATE

APPROVED AS TO FORM:

KAYE PERSONS
Attorney for Plaintiff

10/20/2012
DATE

APPROVED AS TO FORM:

GARY E. FRIEDMAN
W. BRETT HARVEY
Attorneys for Defendant

DATE

PD.7808212.1

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

ORDINANCE NUMBER 210-2012

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2012 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2011 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

A. The Gautier Planning Commission held a public hearing after due public notice and considered this ordinance on Thursday, December 6, 2012. The City Council conducted a public hearing on December 18, 2012.
B. The City Council finds that the adoption of the 2012 International Building and related Codes and the 2011 National Electrical Code is necessary for the welfare and safety of the City of Gautier citizens and to insure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2012 International Building Code (excluding any portion that would be in direct conflict with the adopted City of Gautier *Flood Damage Prevention Ordinance)*

*2012 International Residential Code (*excluding Section R313 Automatic Fire Sprinkler Systems in its entirety*) and Appendix E*

2012 International Plumbing Code

2012 International Mechanical Code

2012 International Fire Code

2012 International Fuel Gas Code

ICC 600-2008 Standard for Residential Construction in High-Wind Regions

2011 National Electrical Code

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

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

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

Adopted: December 18, 2012

Tommy Fortenberry, Mayor

Attest:

Approved as to form and legal sufficiency.

Cindy Russell,
Interim City Clerk

New language is underlined.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Babs Logan, Planning Technician

Through: Eric Meyer, Planning and Economic Development Director

Date: December 11, 2012

Subject: Consider Adoption of 2012 International Building and related Codes and the 2011 National Electrical Code (GPC #12-24-UDO)

REQUEST:

The Building and Zoning Administrator recently requested the Planning Commission forward a recommendation to Council to adopt the 2012 International Building Code along with the International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, the International Residential Code including Appendix E: Manufactured Housing Used as Dwellings, ICC 600-2008 Standard for Residential Construction in High-Wind Regions and the 2011 National Electrical Code.

The GPC held a duly noticed public hearing on December 6, 2012 regarding adoption of the new codes.

BACKGROUND:

After due public notice and a recommendation by the Planning Commission, the City Council shall hold a public hearing to consider the adoption of the above referenced Codes. The City Council may consider approval after a public hearing based on the relevant support materials, testimony at the public hearing, the GPC recommendation, and the Staff Report.

DISCUSSION:

The Codes requested to be adopted can be viewed in the Planning and Economic Development office. The attached Staff Memorandum addresses the three major changes in the 2012 International Residential Codes.

RECOMMENDATION:

The Planning Commission unanimously recommended approval to adopt the Codes as listed above. The City Council may:

1. Approve the Planning Commission's recommendation to adopt the Codes; or
2. Disapprove adoption of the Codes.

ATTACHMENTS:

Staff Report w/ Ordinance

Gautier Planning Commission

Regular Meeting Agenda

December 6, 2012

VII. NEW BUSINESS

A. LEGISLATAIVE

1. CONSIDER ADOPTION OF 2012 INTERNATIONAL BUILDING CODES AND 2011 NATIONAL ELECTRICAL CODE (GPC #12-24-UDO)

CITY OF GAUTIER
STAFF REPORT

To:	Chairman and Members Gautier Planning Commission
From:	Babs Logan, Planning Technician
Thru:	Eric Meyer, Planning and Economic Development Director
Date:	November 6, 2012
Subject:	Consider Adoption of 2012 International Building and related Codes and the 2011 National Electrical Code (GPC #12-24-UDO)

REQUEST:

The Building and Zoning Administrator has requested the Planning Commission recommend adoption of the 2012 International Building and related Codes, Appendix E: Manufactured Housing Used as Dwellings of the 2012 International Residential Code, and the 2011 National Electrical Code. By adopting these codes the City is taking positive action towards lowering our Building Code Effectiveness Grading Schedule (BCEGS) which is a factor in lowering insurance rates for our citizens.

All public notice requirements have been met.

BACKGROUND:

After due public notice and a recommendation by the Planning Commission, the City Council shall hold a public hearing to consider the adoption of these Codes. The City Council may consider approval after a public hearing based on the relevant support materials, testimony at the public hearing, the GPC recommendation, and the Staff Report.

DISCUSSION:

The Building and Zoning Administrator has requested the Planning Commission recommend adopting the 2012 International Building Code along with the International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, the International Residential Code including Appendix E: Manufactured Housing Used as Dwellings, and the 2011 National Electrical Code.

Gautier is currently using the 2006 International Building and related codes. Staff did not recommend adopting the 2009 Codes previously due to sprinkler systems being required in new residential construction. Most of the cities along the coast did not adopt the 2009 Codes for the same reason. Because the 2012 Code still requires the sprinkler systems for new residential construction the Building and Zoning Administrator has been meeting with other Building

Officials along the coast to see if they can legally opt out of the sprinkler system requirement for residential construction.

The Insurance Services Office (ISO) reports the City's BCEGS classifications, BCEGS advisory credits and related underwriting information to insurers based on information given to them by the City. A trained field representative meets with the municipality's Building Official to review and verify the information received and then tabulates points "scored" on the various items and assigns a grade from 1 to 10, or a BCEGS rating. One of the items the City's classification is based on is the building-code edition in use. The City is only allowed to stay two code cycles behind without it having a major effect on the BCEGS ratings given by the ISO.

STAFF FINDINGS:

Staff finds it necessary to adopt the 2012 International Building and related Codes as noted above and the 2011 National Electrical Code to provide minimum safeguards for citizens with regard to building safety and fire prevention. The Codes will also protect health, safety and welfare as they relate to the residential and commercial built environment.

RECOMMENDATIONS:

The Planning Commission may:

1. Recommend that City Council approve the adoption of the 2012 International Building and related Codes, Appendix E of the International Residential Code, and the 2011 National Electrical Code; or
2. Recommend that City Council not approve adoption of the new codes.

CITY OF GAUTIER
STAFF MEMORANDUM

To: Chairman and Members Gautier Planning Commission

From: Babs Logan, Planning Technician and Zack Duke, Building and Zoning Administrator

Thru: Eric Meyer, Planning and Economic Development Director

Date: November 14, 2012

Subject: Additional Information Regarding the Request to Consider Adoption of 2012 International Building and Related Codes and the 2011 National Electrical Code (GPC #12-24-UDO)

DISCUSSION:

The Building and Zoning Administrator has requested the Planning Commission recommend adopting the 2012 International Building Code along with the International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, the International Residential Code including Appendix E: Manufactured Housing Used as Dwellings, ICC 600-2008 Standard for Residential Construction in High-Wind Regions and the 2011 National Electrical Code.

Pascagoula, Moss Point, Ocean Springs and Jackson County are all currently using the 2006 edition of the International Building and related Codes. All four municipalities are working on adopting the 2012 International Building and related Codes by the end of 2012. Biloxi is also using the 2006 edition and is hoping to adopt the 2012 Codes during the first quarter of 2013.

There are three major changes in the 2012 International Residential Codes. They are as follows:

1) A sprinkler system is required for new residential construction. (NOTE: The City of Gautier, as well as the above listed municipalities, is sending in the legislation form provided by the International Code Council requesting to omit this requirement.)
2) Arc fault protection is required throughout new residences on all branch circuits that supply 120-volt, single phase, 15- and 20-ampre outlets with exception of bathrooms, laundry rooms and outside receptacles which still must be protected by GFCI.
3) Tamper proof receptacles are required throughout the residence. (NOTE: Tamper proof receptacles are about $0.50 more than regular receptacles which will average about $40 more per house.)

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2012 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2011 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

A. The Gautier Planning Commission held a public hearing after due public notice and considered this ordinance on Thursday, December 6, 2012. The City Council conducted a public hearing on December 18, 2012.

B. The City Council finds that the adoption of the 2012 International Building and related Codes and the 2011 National Electrical Code is necessary for the welfare and safety of the City of Gautier citizens and to insure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2012 International Building Code (excluding any portion that would be in direct conflict with the adopted City of Gautier *Flood Damage Prevention Ordinance)*

*2012 International Residential Code (*excluding Section R313 Automatic Fire Sprinkler Systems in its entirety*) and Appendix E*

2012 International Plumbing Code

2012 International Mechanical Code

2012 International Fire Code

2012 International Fuel Gas Code

ICC 600-2008 Standard for Residential Construction in High-Wind Regions

2011 National Electrical Code

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Adopted: ____________________

____
Tommy Fortenberry, Mayor

Attest:

Approved as to form and legal sufficiency.

____
Cindy Russell,
Interim City Clerk

New language is underlined.

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

ORDER NUMBER 296-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that City is hereby authorized to submit application for Mississippi Development Authority Creative Economy Grant for the creation of custom banners for the light poles on Highway 90.

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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants and Projects Manager
Through:	Eric Meyer, Director of Economic Development and Planning
Date:	December 11, 2012
Subject:	Request to submit application for Mississippi Development Authority Creative Economy Grant

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REQUEST:
The Economic Development and Planning Department requests City Council authorization for the submission of an application to the Mississippi Development Authority (MDA) for a Creative Economy Grant for the creation of custom banners for the light poles on Highway 90.

BACKGROUND:
The MDA funds have been made available to assist communities in adding creative economy activities to their long range growth plans/strategic plans and to strengthen the local creative economy environment. Grants up to $10,000 are available with a required 50/50 cash or in-kind match. Sixty-seven (67) light poles with banner arms have been installed along Highway 90 through the Streetscape Project. In March 2011, a Streetscape Banner Contest was conducted by the City of Gautier and Gautier Pride. Winners included artists from MGCC and one from Pascagoula High School. The winning seasonal banners will be used as the artwork for the custom designed light pole banners.

DISCUSSION:
A grant application will be submitted for $10,000 for the creation of seasonal banners. Local donation(s) will be used for the match requirement.

RECOMMENDATION:
The Economic Development and Planning Department staff recommends that City Council authorize submission of the application for the Creative Economy grant funding. City Council may:

1. Authorize submission of a $10,000 Creative Economy grant application as described above; or
2. Disapprove submission of the grant application as described above.

ATTACHMENT(S):
N/A

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

ORDER NUMBER 297-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Budget Modification #8 from Lane Construction, Inc. for Streetscape Project No. R-109-192-01-KCK extending the project ending date from December 31, 2012 to April 30, 2012 only for administrative purposes to allow for MDA project monitoring and processing of all close-out related documents is hereby approved.

IT IS FURTHER ORDERED that this Budget Modification is contingent upon MDA approval.

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
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants and Projects Manager
Through:	Eric Meyer, Economic Development/Planning Director
Date:	November 28, 2012
Subject:	Streetscape Project #R-109-192-01-KCR Modification #8 (Ending Date Change)

REQUEST:
Budget Modification #8 for the above referenced Streetscape Project is presented for City Council approval. The purpose of this modification is to extend the current Streetscape Project ending date from December 31, 2012 to April 30, 2013 to allow sufficient time for completion of construction activities, final project monitoring, and MDA review and processing of close-out documents.

DISCUSSION:
Once approved by City Council, the City Manager's signature is needed on five (5) originals.

ATTACHMENT(S):
Mississippi Development Authority Modification Signature Sheet (5 originals)

MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET

DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849

1. Recipient's Name, Address, and Telephone No. City of Gautier 3330 Highway 90 Gautier, MS 39553 228-497-8000	2. Effective Date:	
	3. Contract Number: R-109-192-01-KCR	Grant Number: R-109-192-01-KCR
	4. Modification Number: #8	
	5. Grant Identifier: (Funding Source & Year) CFDA Number: 14.219 & 14.228	
	6. Beginning and Ending Date 12/1/08 – 4/30/13	
	7. Page 1 of 1	

8. As a result of this modification, funds obligated are changed as follows:

KCDBG	**OTHER FEDERAL**	**OTHER (LOCAL-PRIVATE)**
FROM: No Change	**FROM:**	**FROM: No change**
TO:	**TO:**	**TO:**
INCREASE:	**INCREASE:**	**INCREASE:**
DECREASE:	**DECREASE:**	**DECREASE**

9. The above recipient is hereby modified as follows: The purpose of this modification is to extend the project ending date to April 30, 2013 to allow time for completion of construction activities, final project monitoring and MDA review and approval of project close out documents.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

12. Approved for Agency:	13. Approved for Recipient:
Signature Date	Signature Date
Name:	Name: Samantha Abell
Title:	Title: City Manager

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

ORDER NUMBER 298-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that contract change order no. 5 from Lane Construction, Inc. for Gautier Streetscape-Phase 2, CDBG Project No. R-109-192-01-KCKto extend contract completion date from November 28, 2012 to January 27, 2013 due to contractor having already obtained materials for construction elements which are unable to be placed at present time due to right-of way concerns is hereby approved.

IT IS FURTHER ORDERED that the City will receive the materials and install them with in-house labor once right-of-way concerns are resolved

IT IS FURTHER ORDERED that the artwork pad and seating area, which were in the original bid and removed by Change Order #2, are being reinserted into the project.

IT IS FURTHER ORDERED that change order request is contingent upon MDA approval.

IT IS FURTHER ORDERED that the Contractor has indicated that this request for additional time will not affect his ability to complete the work on Dolphin Drive and around the roundabout within the next three (3) weeks with the exception of the work being performed on the fountain by Dean Mosher Studio.

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** **Hurley Ray Guillotte** **Gordon Gollott** **Mary Martin** **Scott Macfarland** **Adam Colledge**
NAYS:	**None**
ABSENT:	**Johnny Jones**

____
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 18, 2012.

CONTRACT CHANGE ORDER NO. 6

OWNER: CITY OF GAUTIER, MISSISSIPPI

CONTRACTOR: LANE CONSTRUCTION, INC.

PROJECT NAME: GAUTIER DOWNTOWN STREETSCAPE - PHASE 2

CONTRACT NUMBER: CDBG PROJECT NO. R-109-192-01-KCR

REASON FOR CHANGE: Contractor has already obtained materials for construction elements which are unable to be placed at present time due to right-of-way concerns. Owner wishes to receive the materials and install them with in-house labor once right-of-way concerns are resolved. Additionally, the concrete artwork pad and seating area, which were in the original bid and removed by CO #2, are being reinserted into the project.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

DEDUCTIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL CONTRACT
907-258-PP	Shelter, Per Plans	1	EA	$58,616.00	$ 58,616.00
682-A	Underground Branch Circuit, #2, 4 Conductor	1450	LF	$ 11.45	$ 16,602.50
682-F	Secondary Power Controller (New)	1	EA	$ 8,528.00	$ 8,528.00
				Total Deductions =	$ (83,746.50)

ADDITIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL CONTRACT
CO6-A	Shelter Materials	1	EA	$ 45,202.41	$ 45,202.41
CO6-B	Secondary Power Controller and 1,450 LF Underground Branch Circuit Materials	1	EA	$ 14,976.86	$ 14,976.86
907-258-PP	Concrete Artwork Pad, Per Plans	3	EA	$ 1,906.00	$ 5,718.00
907-611-A	Brick Pavers (with Concrete Banding/ without Concrete Base)	850	SF	$ 10.05	$ 8,542.50
				Total Additions =	$ 74,439.77

TOTAL DEDUCTIONS =	$ (83,746.50)
TOTAL ADDITIONS =	$ 74,439.77
NET RESULT =	$ (9,306.73)

ORIGINAL CONTRACT AMOUNT:	$ 4,456,214.80
TOTAL CONTRACT CHANGES TO DATE:	$ 197,447.03
CURRENT CONTRACT AMOUNT:	$ 4,653,661.83
THIS CONTRACT CHANGE:	$ (9,306.73)
REVISED CONTRACT AMOUNT:	$ 4,644,355.10
CURRENT CONTRACT COMPLETION DATE:	November 28, 2012
TIME EXTENSION REQUIRED BY CHANGE:	60
REVISED CONTRACT COMPLETION DATE:	January 27, 2013

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: NEEL-SCHAFFER, INC. ENGINEER — DATE 12/12/12

ACCEPTED BY: LANE CONSTRUCTION, INC. CONTRACTOR — DATE 12/12/12

APPROVED BY: CITY OF GAUTIER, MISSISSIPPI OWNER — DATE

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

ORDER NUMBER 299-2012

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 State Contract #5-600-21461-12 to purchase a new copier Ricoh MP C6501 in the amount of $12,880.00 for the City Clerk Department.

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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell, Interim City Clerk
Date:	December 11, 2012
Subject:	Copier for City Clerk Department

REQUEST:
City Council authorization is requested for the City of Gautier to purchase a new copier Ricoh MP C6501 in the amount of twelve thousand eight hundred eighty eight dollars ($12,880.00).

BACKGROUND:
This copier was budgeted for 2013 for the Administration Department. The purchase price comes under budget by one thousand five hundred forty five dollars and sixty cents ($1,545.60). This will be taken out of 001-040-730. The current copier was bought over eight (8) years ago and is no longer able to handle the work load. This copier is currently on state contract # 5-600-21461-12

RECOMMENDATION:
Based on the attached information from RJ Young, City staff recommends that City Council authorize purchase of the Ricoh MP C6501 in the amount of one thousand one hundred seventy eight dollars and forty cents ($12,880.00).

ATTACHMENT(S):
State Contract Proposal from RJ Young

Recommendation Prepared For City of Gautier

Prepared By:
Chad Lagrone
RJ Young Company

Recommended Solution

- Ricoh MP C6501
- 65 pages per minute black & white
- 60 pages per minute color
- 4 x Paper Drawers
- 100 sheet Bypass Tray
- 150 Sheet Automatic Duplexing Doc Feed
- Network Printing
- Color Network Scanning(Folder or Email)
- Hole Punch
- Booklet Finisher

Recommended Solution (cont'd)

- Service and Maintenance agreement that includes all parts, labor, toner, and mileage; everything but paper.

001-040-730

Placement Options

- Ricoh MP C6501

Purchase Price: $12,880

- Service and Maintenance for 120,000 black & white and 120,000 color impressions per year @$7,428. Black & White overage reconciled annually @$.0079, Color @$.054.
- State Contract #5-600-21461-12

Service Contract on C6000

- Ricoh MP C6000
- Service and Maintenance for 60,000 black and white impressions and 6,000 color impressions per year @$1,178.40. B & W overage @$.01104, Color @$.086.

Budget

• Approved Copier Amount=	$15,000
• Budgeted Service for Current 6000=	$8,032
• Total Budgeted=	$23,032
• Cost of new C6501=	-$12,880
• New Service Contract C6501-	-$7,428
• Re-written Contract for 6000=	-$1,178.40
• Remaining Budget=	$1,545.60

Support

- Delivery and Installation
- On-site Training
- Both at no charge
- All backed by our "We Make it Right Guarantee"

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

ORDER NUMBER 300-2012

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 maintenance agreement plan with RJ Young Company for maintenance and supplies of the new copier Ricoh MP C6501 for the City Clerk Department in the amount of $7,428.00.

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**
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell, Interim City Clerk
Date:	December 11, 2012
Subject:	Maintenance Agreement for Ricoh Copier for City Clerk Department

REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the new copier Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars ($7,428.00).

BACKGROUND:
The cost of the agreement is set per 100,000 copies made in black and white and also 100,000 copies made in color.

The maintenance agreement covers the following:
Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

RECOMMENDATION:
Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars ($7,428.00).

FINANCIAL:
The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier, and also with the savings from the previous copier maintenance agreement.

ATTACHMENT(S):
RJ Young Maintenance Plan Agreement

RJ Young Company - Hattiesburg
130 JM Tatum Industrial Drive Hattiesburg, MS 39401

Page	1 of 2
Order #	EBT400
Sales Rep #	20SA45

Supply Maintenance Plan Agreement

Customer Purchase Order

Billing Location				Install Location			
Full Customer Name – Include Inc., Corp., LLC etc. City of Gautier				Customer Name City of Gautier			
				Department		County	
Street Address 3330 Hwy. 90				Street Address 3330 Hwy. 90			
City Gautier		State MS	Zip+4 39553	City Gautier		State MS	Zip+4 39553
Contact Name Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012		Key Operator Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012	
Email csteen@gautier-ms.gov				Email csteen@gautier-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6501			

Trade-In/Buyout (Items to be picked up)						
					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ■ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$7,428.00	Annual	Annual

Monthly Minimum Number of B&W Copies 10000	Overage Rate per B&W Copy 0.007900	Monthly Minimum Number of Color Copies 10000	Overage Rate per Color Copy 0.054000
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes
- ■ Yes ☐ No Master Unit
- ■ Yes ☐ No Color Supplies
- ■ Yes ☐ No Drum/Photo Conductor
- ■ Yes ☐ No Imaging Units
- ■ Yes ☐ No Parts/Labor
- ■ Yes ☐ No Toner/Dispersant
- ■ Yes ☐ No Developer
- ☐ Yes ■ No Other

- ■ New Account
- ☐ Upgrade
- ☐ Additional Unit
- ☐ MAM

- ■ New Equipment
- ☐ Remanufactured Equipment
- ☐ Used

☐ Yes ■ No MICR Toner

Remarks:
The above payment includes 120,000 Black & White impressions and 120,000 color impressions per year. B&W Overage @$.0079. Color Overage @$.054.

Additional terms and conditions on page 2.

Signature: ______________________

Print Name: ______________________

Title: ______________________ Date:__________

Sales Rep: ______________________ Date:__________

Sales Manager: ______________________ Date:__________

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.

3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.

4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.

6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.

7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.

9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.

10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.

11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.

12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.

13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.

14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.

15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.

16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.

17. Sales or use tax shall be added where applicable.

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

ORDER NUMBER 301-2012

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 maintenance agreement plan with RJ Young Company for maintenance and supplies for the existing Ricoh MP C6000 copier in the amount one thousand one hundred seventy eight dollars and forty cents of $1,178.40.

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
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge**

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell, Interim City Clerk
Date:	December 11, 2012
Subject:	Maintenance Agreement for Ricoh Copier MPC 6000

REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

BACKGROUND:
The cost of the agreement is set per 5,000 copies made in black and white and also 5,000 copies made in color.

The maintenance agreement covers the following:
Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

This copier will be replaced with a new copier in the City Clerk's Department. It will be utilized within the City of Gautier.

RECOMMENDATION:
Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

FINANCIAL:
The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier.

ATTACHMENTS(S):
RJ Young Maintenance Plan Agreement

RJ Young Company - Hattiesburg
130 JM Tatum Industrial Drive Hattiesburg, MS 39401

Page	1 of 2
Order #	EBT500
Sales Rep #	20SA45

Supply Maintenance Plan Agreement

Customer Purchase Order

Billing Location				*Install Location*				
Full Customer Name – Include Inc., Corp., LLC etc.: City of Gautier				Customer Name: City of Gautier				
				Department:			County:	
Street Address: 3330 Hwy. 90				Street Address: 3330 Hwy. 90				
City: Gautier		State: MS	Zip+4: 39553	City: Gautier		State: MS	Zip+4: 39553	
Contact Name: Cindy Steen	Phone #: 228-497-3518		Fax #: 228-497-1012	Key Operator: Cindy Steen	Phone #: 228-497-3518		Fax #: 228-497-1012	
Email: csteen@gautier-ms.gov				Email: csteen@gautier-ms.gov				

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6000			

Trade-In/Buyout (Items to be picked up)

					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ■ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$1,178.40	Annual	Annual

Monthly Minimum Number of B&W Copies: 5000	Overage Rate per B&W Copy: 0.011040	Monthly Minimum Number of Color Copies: 500	Overage Rate per Color Copy: 0.086000
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes

- ■ Yes ☐ No Master Unit
- ■ Yes ☐ No Color Supplies
- ■ Yes ☐ No Drum/Photo Conductor
- ■ Yes ☐ No Imaging Units
- ■ Yes ☐ No Parts/Labor
- ■ Yes ☐ No Toner/Dispersant
- ■ Yes ☐ No Developer
- ☐ Yes ■ No Other

☐ New Account ☐ New Equipment
■ Upgrade ☐ Remanufactured Equipment
☐ Additional Unit ■ Used
☐ MAM

☐ Yes ■ No MICR Toner

Remarks:

The above agreement includes 60,000 black and white impressions per year and 6,000 color impressions per year. B&W overage @$.01104. Color Overage @$.086.

Additional terms and conditions on page 2.

Signature: ______________________

Print Name: ______________________

Title: ______________________ Date: __________

Sales Rep: ______________________ Date: __________

Sales Manager: ______________________ Date: __________

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.

3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.

4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.

6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.

7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.

9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.

10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.

11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.

12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.

13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.

14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.

15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.

16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.

17. Sales or use tax shall be added where applicable.

Consent Item #6 was pulled for further discussion by Mayor and Council.

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

ORDER NUMBER 302-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding and Intergovernmental Agreement between the Mississippi Department of Wildlife, Fisheries and Parks and the City of Gautier, Mississippi to assume the operating and maintenance of Shepard State Park 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 Colledge, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

____
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 18, 2012.

Shepard State Park

Operations, Maintenance & Improvements Plan

Shepard State Park is located in southeast Gautier and is comprised of 395 acres. The Park includes 26 RV sites, primitive camping, two public bathrooms, a pavilion, central office, one residential home, maintenance building, disc golf course, boat launch, and nature trails. This popular primitive recreational amenity on the Mississippi coast is an unpolished gem. Under the right management, the Park will reinforce Gautier's tourism economy and provide valuable recreational opportunities for residents.

Today, the City of Gautier has few parks and most tend to be small. Bacot Park, the City's largest, is focused on youth athletics. George Martin City Park is an attractive waterfront park serving the needs of seniors, young children and watercraft. Buddy Davis Baseball Complex, Jackson County Soccer Complex and Frasier Park (, a neighborhood park) are owned by Jackson County or the Pascagoula School District. As a City park, Shepard will become our largest, tourism-oriented park.

Based on staff analysis of the State's budget and conversations with Park staff, the City's assumption of operations and maintenance of Shepard State Park is likely to result in an improved park and surplus revenue. A revitalized Shepard State Park is an important next step as part of our Nature's Playground strategy.

Future Improvements

The opportunities to improve Shepard State Park are exciting and numerous. Master Plans and specific improvement plans found at the central office in the Park suggest the possibility of adding an archery range, equestrian trails and stables, more camping sites, more pavilions and playgrounds, fishing piers, and hiking trails. These possible improvements will increase resident and tourist enjoyment plus increase revenues.

The City's FY 2014 Tidelands request included more camping sites, a fishing pier, two new bathrooms, pavilion, playground, and general upgrades to the Park. The total request is $1,000,000.00.

The MS Department of Wildlife, Fisheries and Parks has recommended that the City apply for a Recreation Trails Program grant. A maximum grant of $100,000 will enable the City to add trails and improve existing trails for park patrons.

Operations and Maintenance

The State employs two persons to handle maintenance and reservations. The contract employee works in the office to handle reservations and day visitors. The maintenance employee lives in a trailer inside the park and handles issues that arise in the evening. Also, the State occasionally hires outside contractors to help repair and upgrade the Park. The Gautier Garden Club maintains the entrance sign's landscaping.

Park revenues enable the City to hire a new full-time employee to work with two inmates to maintain, repair and upgrade the park. Also, the City shall employ a part-time employee to handle weekend campers and visitors. Weekday reservations and management issues may be handled by those currently employed within the Department of Economic Development and Planning. Three current Cultural Services employees will relocate from City Hall to the Parks central office. The Park's maintenance building provides a much needed maintenance shop and storage building for the Cultural Services division. This should allow us to clean up and organize equipment and parts located in many different facilities around the City.

A City employee may be allowed to reside in the trailer without cost in exchange for handling issues that arise in the evening. If the problem requires a greater level of personnel or higher skill level than this employee's expertise, then other employees or professionals under contract with the City may be called in to assist with the matter.

Buildings & Equipment

City staff surveyed the Shepard State Park's buildings and equipment. The buildings and grounds are in adequate condition for operations, but future repairs were noted. Future repairs to buildings and equipment include:

Central Office, exterior repairs	$5,000
RV Bathrooms, shower replacement	$5,000
Pavilion Bathrooms, roof replacement	$5,000
Tractor, overhaul	$2,000
Maintenance Building, general	$5,000
TOTAL	**$22,000**

Budget

Based on the State's FY2011-12 Revenue and Expenditure information for Shepard State Park, the City may realize a surplus of revenue under City management. The State's budget shows total revenue of $187,797.65 in FY11-12 with $168,415.00 coming from camping rentals. The State's budget shows $169,721.22 of expenses. This suggested that the Park yielded a surplus of $18,076.43.

A preliminary City budget amendment for Shepard Park assumes one new full-time employee and one part-time employee to replace the State's employee and contract worker. Other forecasted expenses and revenues are estimated to be similar to the State's FY11-12 budget with the exception of "contractual services." The State informed the City that these services were primarily for improvements to the home along Graveline Road. Under this scenario, the City may realize a profit of $25,516.22.

If the City begins renting the home on Graveline Road, improves the general condition of the Park and institutes tighter controls on entrance fees, it may see a significant increase in revenues. The forecasted profit and possible increase in revenues may be used to address needed repairs and improvements to the Park. In summary, the City will have a better park for residents and tourists plus realize a profit to reinvest in our future.

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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

3

Motion was made by Mayor Fortenberry, seconded by Councilman Colledge and unanimously carried to adjourn the meeting until January 2, 2013.

APPROVED BY:

____
MAYOR

ATTEST:

____
INTERIM CITY CLERK

Submitted for approval of the Mayor and Council of the City of Gautier, Mississippi at the meeting of January 2, 2013.