Tuesday
April 16, 2013
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 16, 2013 at 6:30 PM in the City Hall municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 16, 2013 @ 6:30 PM

I. Call to Order

   1 Prayer

   2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

   1 Jackson County Household Hazardous Waste Collection Day, Saturday, April 20, 2013, 8:00 AM – 12:00 PM

   2 2013 City of Gautier Citywide Clean-Up April 22nd – 29th

   3 Primary Election Day Tuesday, May 7, 2013 7:00 AM – 7:00 PM

IV. Presentation Agenda

   1 Special Recognition for Laura Freeman, Distinguished Young Woman of Gautier

   2 March 2013 Financial Report by Teresa Montgomery

V. Public Agenda

   1 Agenda Comments

VI. Business Agenda

1 Order approving the City Attorney's recommendation to table consideration of an hourly wage adjustment for the On-Call Firefighter Program

2 Order approving a $5 million dollar Recreation Facilities Proposal

3 Order approving replacement Memorandum of Understanding with the Mississippi Department of Transportation (STP-9194-00(01)LPA/105069-801000)

4 Order approving Shepard State Park House lease agreement

5 Resolution approving the Comprehensive Fee Schedule

6 Resolution authorizing the City's intention to enter into a loan with Mississippi Development Bank

7 Order approving Docket of Claims

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

1 Order approving Council Meeting minutes held April 2, 2013

2 Resolution approving continuance of Deep Water Horizon Oil Spill local emergency

3 Resolution approving 2nd Annual Gautier Bicycle Safety Rodeo in-kind services

4 Order approving lien to adjudicate abatement costs for 7301 Pineview Drive Jonathan Palmer, owner

5 Order approving loan with M&M Bank for Command/Support Apparatus Fire Truck

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
April 16, 2013

1 Discuss Citizen Comments

2 Discuss Council Comments

3 Discuss City Manager Comments

4 Discuss City Clerk Comments

5 Discuss City Attorney Comments

Adjourn until May 7, 2013
www.gautier-ms.gov

Motion was made by Councilman Macfarland to add Waste Pro representatives to the Presentation Agenda as #3 and approve the agenda order. Seconded by Councilwoman Martin and unanimously carried.

Announcements

Jackson County
Household Hazardous Waste Collection Day

ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug + Upholstery Cleaner, Scouring Powder, Silver Polish, Snail + Slug Killers, Toilet Bowl Cleaner, Transmission Fluid; Tub + Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish

[illegible]

Explosive Materials, Radioactive Materials, PCB's, Medical Waste, Syringes, Waste from Business, Compressed Cylinders

A One Day FREE

[illegible] Event

Saturday, April 20, 2013

8 a.m. - 12 noon

Singing River Mall Parking Lot

Highway 90, Gautier

Limit of 5 Tires

Call (228) 872-8340 for more information

[illegible] Caused by leftover portions of products containing toxic chemicals. Any product which is labeled CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

[illegible] A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

[illegible] Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

[illegible]

[illegible] Extremely important. It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead, use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality, in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.

2013 City of Gautier Citywide Clean-Up

The City of Gautier Annual Citywide Clean Up Event is scheduled for April 22nd thru April 29th. The City will provide dumpsters that will be set up around town for our citizens to drop off their household debris.

NO HAZARDOUS MATERIALS PLEASE!!!!!!!!

DUMPSTER LOCATIONS ARE:

Lamotte Bridge on Graveline Rd.
Dolphin Rd. behind Singing River Mall
Dolphin Rd. and Graveline Rd. Intersection
Ladnier Rd. and Graveline Rd. Intersection
Martin Bluff Rd. near the Carwash/Singing River Grocery

IT'S A PERFECT TIME FOR SPRING CLEANING!

For more information, call Gautier City Hall at (228) 497-8000 or visit us online at www.gautier-ms.gov.

Primary Election Day Tuesday, May 7, 2013, 7:00 AM – 7:00 PM

Presentation Agenda

City of Gautier
Certificate of Recognition

WHEREAS, Laura Freeman has been selected Distinguished Young Woman by the Distinguished Young Women of Gautier Scholarship Program (formerly Gautier's Junior Miss) and deserves special recognition; and

WHEREAS, Laura is the daughter of Greg and Patricia Freeman and a student at Gautier High School. Her accomplishments include serving as Junior Class President, Student Council Member, Lady Gator Soccer Team Captain, Tennis Team, Fellowship of Christian Students, Beta Club, Prom Committee, St. Mary's Youth Group, Yearbook Staff, History Club, PSD's Strategic Planning Committee, 1st place National History day, Honor Roll, NCA All American Cheerleader, Class Favorite 2011 and 2013; and

WHEREAS, her dedication in the work of these organizations has won her the respect of her peers and community; and

NOW, THEREFORE, on behalf of all our citizens, I am pleased to present this Certificate of Recognition to Miss Freeman with our sincere thanks for her dedication of service to our community.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused this seal to be affixed.

Dated this 16th day of April, 2013.

MAYOR TOMMY FORTENBERRY

March 2013 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,413,672.50
MS Development Loan Katrina	Depository Account	007-000-001	$2,960.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	($344.20)
Transportation Enhancement	Depository Account	013-000-001	$15,000.00
Martin Bluff Road Improvements	Depository Account	128-000-001	$259,683.40
U S Justice Equitable Sharing	Depository Account	157-000-001	$212,759.15
Fire Protection Fund	Depository Account	160-000-001	$222,571.72
DMR-BP Oil Spill Grant	Depository Account	165-000-001	($349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	($9,606.25)
Library Support Fund	Depository Account	172-000-001	$10,882.98
Shepard State Park Fund	Depository Account	176-000-001	($1,653.50)
Solid Waste Fund	Depository Account	404-000-001	$132,468.51
	General Ledger Cash Balance		$2,258,044.82
	General Depository Reconciled Cash Balance		$2,257,428.67

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$217,456.90
	Enterprise Account-Hancock	400-000-002	$1,084,287.02
	CIAP:Old Shell-Hancock	414-000-002	($27,500,00)
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	$13,216.66
	General Ledger Cash Balance		$1,287,460.58
	Enterprise Reconciled Cash Balance		$1,284,355.90

MARCH 2013
YEAR TO DATE TOTALS

	General Fund Totals	BUDGET FY 2013	As of March 2013	Balance	*50.0% % to date*
	General Fund Revenues	9,404,149.00	5,311,935.31	4,092,213.69	*56.4%*
	Expenditures:				
001	Legislative	98,035.00	51,959.13	46,075.87	*53.0%*
010	City Court	278,801.00	122,090.79	156,710.21	*43.7%*
021	City Manager	167,163.00	83,149.56	84,013.44	*49.7%*
022	Human Resources	134,607.00	66,317.63	68,289.37	*49.2%*
030	Elections	15,500.00	1,031.06	14,468.94	*6.6%*
040	City Clerk	449,702.00	220,068.14	229,633.86	*48.9%*
060	City Attorney	80,878.00	40,311.66	40,566.34	*49.8%*
090	Economic Dev - Planning	675,191.00	310,344.03	364,846.97	*45.9%*
091	Antique Fair	5,000.00	0.00	5,000.00	
092	Building & General Expenses	373,900.00	211,281.79	162,618.21	*56.5%*
100	Police	3,514,444.00	1,658,200.06	1,856,243.94	*47.1%*
161	Fire	1,809,066.00	910,184.02	898,881.98	*50.3%*
170	Recreation	161,052.00	73,844.87	87,207.13	*45.8%*
200	PW: Administration	27,541.00	27,538.69	2.31	*99.9%*
201	PW: Streets	282,976.00	183,167.45	99,808.55	*64.7%*
205	PW: Maintenance	196,069.00	103,702.99	92,366.01	*52.8%*
295	Drainage Systems	0.00	0.00	0.00	
680	Debt Service	86,161.00	86,161.00	0.00	#####
900	Interfund Transfers	996,695.00	253,673.65	743,021.35	*25.4%*
556	Contingency				
	General Fund Expenditures	9,352,781.00	4,403,026.52	4,949,754.48	*47.0%*
	Total Operating Expenditures	8,002,272.00	3,895,386.47	4,106,885.53	
	Total Capital Outlay Expenditur	61,700.00	44,562.12	17,137.88	
	Total Debt Service	292,114.00	209,404.28	82,709.72	
	Total Transfers Out	996,695.00	253,673.65	743,021.35	
	Total Contingencies	0.00	0.00	0.00	
	Check Total	9,352,781.00	4,403,026.52	4,949,754.48	
	Personnel	6,533,548.40	3,232,068.27	3,301,480.13	49.5%
	Supplies	441,277.00	167,270.81	274,006.19	37.9%
	Other Services	1,027,446.60	496,047.39	531,399.21	*48.3%*
	Capital Outlay	61,700.00	44,562.12	17,137.88	*72.2%*
	Debt Service	292,114.00	209,404.28	82,709.72	*71.7%*
	Interfund Transfers	996,695.00	253,673.65	743,021.35	25.5%
	Contingencies	0.00	0.00	0.00	
	Check Total	9,352,781.00	4,403,026.52	4,949,754.48	*47.0%*

Beginning Cash Balance	*1,474,777.38*
General Fund Revenue	*876,518.90*
General Fund Expenditures	*937,623.78*
Remaining balance	*1,413,672.50*

MARCH 2013
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2013	As of March 2013	Balance	*50.0% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	278,566.25	248,637.50	29,928.75	*89.20%*
Expenditures	279,616.25	249,172.50	30,443.75	*89.10%*
012 CDBG Downtown Revitalization				
Revenues	3,093,900.00	2,470,749.99	623,150.01	*79.80%*
Expenditures	2,880,337.00	2,257,530.72	622,806.28	*78.30%*
013 TE-Downtown Revitalization				
Revenues	450,000.00	15,000.00	435,000.00	*3.33%*
Expenditures	450,000.00	0.00	450,000.00	
014 CIAP-Town Center				
Revenues	777,000.00	0.00	777,000.00	
Expenditures	777,000.00	0.00	777,000.00	
157 US Justice Equitable Sharing				
Revenues	0.00	56,831.49	-56,831.49	
Expenditures	0.00	13,128.91	-13,128.91	
160 Fire Protection Fund				
Revenues	176,785.00	0.00	176,785.00	
Expenditures	255,989.00	3,059.98	252,929.02	*1.20%*
166 MDOT Youth Corp Program				
Revenues	34,150.53	37,935.81	-3,785.28	*111.00%*
Expenditures	35,000.00	3,308.88	31,691.12	*9.40%*
171 Combined Tidelands Grant				
Revenues	701,713.00	16,575.00	685,138.00	*2.30%*
Expenditures	695,856.75	20,325.00	675,531.75	*2.90%*
172 Library Support Fund				
Revenues	117,603.00	86,979.40	30,623.60	*73.90%*
Expenditures	117,603.00	83,851.79	33,751.21	*71.30%*
176 Shepard State Park				
Revenues		7,172.00	-7,172.00	
Expenditures		8,725.50	-8,725.50	
404 Solid Waste Fund				
Revenues	1,369,696.90	614,318.81	755,378.09	*44.90%*
Expenditures	1,417,235.90	531,286.24	885,949.66	*37.50%*

MARCH 2013
YEAR TO DATE TOTALS

Special Fund

130 $7M GO Bond - Capital Improvements

Obj Description	BUDGET FY 2013	As of March 2013	Balance	50.0% % to date
Revenues	486,587.50	163,829.91	322,757.59	33.6%
Capital Improvements	2,535,825.00	136,677.67	2,399,147.33	5.3%
Debt Service	486,587.50	111,743.76	374,843.74	22.9%
Transfer to General Fund	30,000.00		30,000.00	
Bond Fund Expenditures	6,561,412.50	660,672.77	5,900,740	10.1%

Beginning Cash Balance	*2,493,169.94*
***Total** GO Bond Revenues*	*211.42*
***Total** GO Bond Expenditures*	*11,936.26*
Ending Cash Balance	*2,481,445.10*

MARCH 2013
YEAR TO DATE TOTALS

Water & Sewer Utility Fund Totals	BUDGET FY 2013	As of March 2013	Balance	*50.0% % to date*
Utility Fund Revenues	6,607,294.00	3,025,336.32	3,581,957.68	*45.7%*
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	88,592.17	75,251.83	*54.0%*
Water & Sewer O & M	3,808,577.00	1,602,698.83	2,205,878.17	*42.0%*
Debt Service	2,016,748.00	1,006,134.71	1,010,613.29	*49.8%*
Transfers	708,860.00	400,000.00	308,860.00	*56.4%*
Utility Fund Expenditures	6,910,273.00	3,097,425.71	3,812,847.29	*44.8%*
Total Operating Expenditures	*4,154,665.00*	*1,691,291.00*	*2,463,374.00*	
Total Capital Outlay Expenditur	*30,000.00*	*0.00*	*30,000.00*	
Total Debt Service	*2,016,748.00*	*1,006,134.71*	*1,010,613.29*	
Total Interfund Transfers	*708,860.00*	*400,000.00*	*308,860.00*	
Check Total	*6,910,273.00*	*3,097,425.71*	*3,812,847.29*	
Personnel	*310,224.00*	*247,540.89*	*62,683.11*	*79.8%*
Contingencies	*212,244.00*	*0.00*	*212,244.00*	
Supplies	*379,497.00*	*86,727.50*	*292,769.50*	*22.9%*
Other Services	*3,252,700.00*	*1,357,022.61*	*1,895,677.39*	*41.7%*
Capital Outlay	*30,000.00*	*0.00*	*30,000.00*	
Debt Service	*2,016,748.00*	*1,006,134.71*	*1,010,613.29*	*49.9%*
Interfund Transfers	*708,860.00*	*400,000.00*	*308,860.00*	*56.4%*
Check Total	*6,910,273.00*	*3,097,425.71*	*3,812,847.29*	*44.8%*
Cash Balance				
Beginning Cash Balance			*1,256,964.31*	
Water Utility Fund Revenue			*647,700.66*	
Water Utility Fund Expenditures			*602,921.05*	
Ending Cash Balance			*1,301,743.92*	

Enterprise Special Funds	BUDGET FY 2013	As of March 2013	Balance	*50.0% % to date*
414 CIAP: Old Shell Landing				
Revenues	513,825.00	24,069.88	489,755.12	*4.6%*
Expenditures	513,825.00	51,569.88	462,255.12	*10.0%*

Mayor and Council discussed debris removal problems with Waste Pro representatives Tim Callahan and Rupert Jemmott. Council was promised that all the debris should be picked up within seven (7) days.

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

ORDER NUMBER 094-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to table consideration of an hourly wage adjustment for the On-Call Firefighter Program is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To:	Mayor and Council
From:	Robert G. Ramsay, City Attorney
Date:	April 10, 2013
Subject:	Increase part-time firefighter hourly wage

In light of the lawsuit filed by Gautier Fire Fighters Association Local 3290 vs. the City of Gautier, I recommend this item be tabled pending potential litigation.

Robert G. Ramsay
City Attorney

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Jason D. Pugh, Human Resources Director
Date:	March 26, 2013
Subject:	Request to Increase Part-time Firefighters' Hourly Wage

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REQUEST:

The Human Resources Department requests that the Gautier City Council set the hourly wage for part-time firefighters at $13.00 per hour.

BACKGROUND:

On 2/5/2013, the Gautier City Council approved the creation of three (3) part-time firefighter positions and a part-time firefighter program. Due to lack of response by area firefighters, the Human Resources Department is asking the city council to set the hourly wage at $13.00 per hour, and not the $10.00 per hour previously approved.

Full-time firefighter overtime rates vary from $16.13 - $23.27 per hour, therefore, a $13.00 per hour rate of pay for on-call firefighters would still be a minimal cost savings of $4.00 per hour per firefighter.

RECOMMENDATION:

The Human Resources Department recommends that the Gautier City Council set the part-time firefighters' hourly rate to $13.00 per hour.

ATTACHMENT(S):

Part-time Firefighter Job Description

FIREFIGHTER
(Part-time)

Pay Rate: ~~$10.00~~ $13.00 per hour

NATURE OF WORK

This is skilled public safety work involving the protection of life and property through firefighting. Work involves an element of danger and incumbent must be able to exercise independent discretion in emergencies.

Firefighting duties include: training and participation in the operation of department apparatus and the performance of hazardous duties under emergency conditions; combating, extinguishing, and preventing fires; and routine maintenance of equipment, apparatus, and quarters. Work may require strenuous exertion under such handicaps as smoke, fire, heat, and cramped surroundings.

Work is normally performed under close supervision in accordance with established policies and procedures. Supervision is received from superior officers who review work methods and results for adherence to standards through accomplishments, personal inspection, review of written reports covering activities, and discussion.

ILLUSTRATIVE EXAMPLES OF WORK

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

Work involves knowledge, skills, and abilities in the following areas:

- Rules and Regulations
- Hose Lays
- Ladder Raises
- Rescue & Protective Breathing
- Ventilation
- Forcible Entry
- Rope Slides, Knot Tying
- Physical Training
- Fire Department Apparatus
- Fire Chemistry
- Fire Service Hydraulics
- First Aid
- Salvage & Overhaul
- Portable Fire Extinguisher
- Fire Prevention
- Basic Tools & Their Use

Responds to fire alarms with a company; lays and connects hose; holds nozzles and directs water streams; climbs ladders; uses chemical fire extinguisher, bars, hooks, lines and other equipment.

Participates in fire drills; and studies assigned materials relating to firefighting, fire prevention, and EMS.

Ventilates burning buildings by opening windows and skylights or by chopping holes in roofs and floors.

Removes persons from danger; administers first aid to injured persons; performs salvage operations such as sweeping water, and removing debris.

Inspects buildings and premises for familiarization; checks for fire hazards.

May drive and operate motor driven equipment under special instructions and limited conditions on relief basis.

Performs other duties as determined by Fire Chief or supervisor.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

Knowledge of English, spelling, and math.

Knowledge of occupational hazards involved in the work and the safety precautions for safe performance of the job.

FIREFIGHTER
(Part-time)

Ability to act quickly and calmly in emergency situations; to determine proper course of action in various dangerous situations, and use sound judgment in handling them.

Ability to read and write.

Ability to understand and follow oral and written instructions.

Ability to establish and maintain effective working relations with co-workers and the public.

Ability and physical strength to do prolonged and arduous work.

Ability to climb ladders and work at considerable heights.

Ability to bend and crawl in cramped area.

Ability to lift, carry, push or pull heavy loads.

Ability to react to change productively and to handle other tasks as assigned.

Must maintain a valid Mississippi vehicle operator's license.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE

Graduation from a high school or acceptable equivalent.

MINIMUM SPECIAL REQUIREMENTS-FIRE FIGHTER

1. Must be 21 years of age.
2. Must be Firefighter 1001 qualified.
3. Applicant(s) with Firefighter 1001 and 1002 will be given preference.

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

ORDER NUMBER 095-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the $5 Million Recreation Facilities Proposal is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

City of Gautier

Nature's Playground

Recreation Advisory Committee

04.16.13

Purpose - City Resolution

- Nine members
- Coordination and improvement of facilities
- Liaison and advisor to City Council and Planning Commission
- Recommend a Gautier Master Plan for Recreation and Open Spaces
- Recommendations on recreational problems, policies or programs
- Programming Subcommittee to provide guidance for programs and activities in the area of recreation

Parks & Recreation Advisory Committee

- Kenny Smith (Realtor)
- Larry Dailey (Planning Commission)
- Amanda McGee (MGCCC)
- Gary Kinsey (Military)
- Drew Pickens (Active National Guard)
- LaFreida C. Ray (Boys & Girls Club)
- Steve Torres (Recreation Civic Volunteer)
- Harvey Adams (Former Park & Recreation Committee Member)
- James Torrey (Planning Commission)

Purpose – House Bill 1722

- Two percent (2%) of the gross proceeds of the sales of a restaurant
- Two percent (2%) of the gross proceeds of the sales from room rentals
- Separate fund strictly to improve parks and recreational facilities
- June 4th Referendum
- 60% of the qualified electors in favor to pass

Process

- January 8 – Welcome, Purpose & Process
- Stakeholder Meetings with Staff
- **January 29 – Initial Scoping of Needs**
- 1:1 Discussions with Staff
- February 26 – Financing Improvements
- March 12 – Community Input
- March 26 – Recommend Plan
- April 4 – Planning Commission
- April 16 – City Council
- **June 4 – Referendum**
- Reconvene to discuss outcome and next steps

City Parks

- 1 Football Field
- 1 Basketball Court
- 3 Playgrounds
- 6 200’ Baseball Fields (T-Ball, Softball, Youth)
- 1 300’ Baseball Fields
- 6 U6 Soccer Fields
- 2 U8 Soccer Fields
- 4 U10 Soccer Fields
- 2 U12 Soccer Fields
- 2 U14 Soccer Fields
- Additional Soccer Fields under Construction

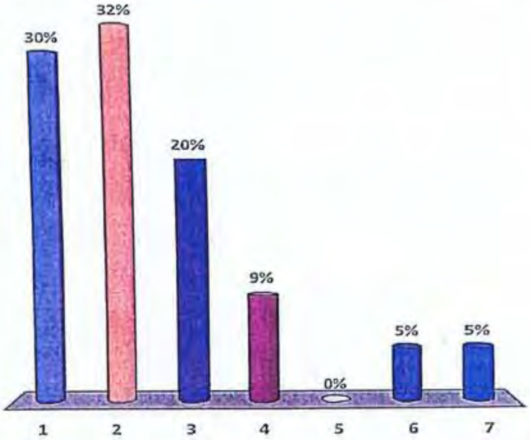
Needs

- Football, Baseball, Soccer, Basketball, etc.
- Playgrounds
- Hiking and Paddling Trails
- Recreation Center
- Waterfront Park

- ***What do we need?***

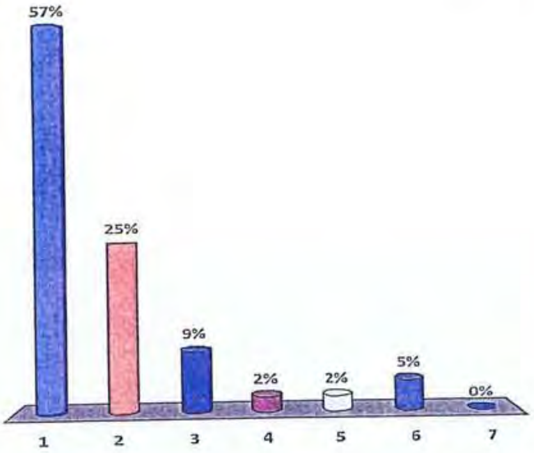
Building New Football Facilities is a High Priority

1. Strongly Agree
2. Agree
3. Somewhat Agree
4. Neutral
5. Somewhat Disagree
6. Disagree
7. Strongly Disagree



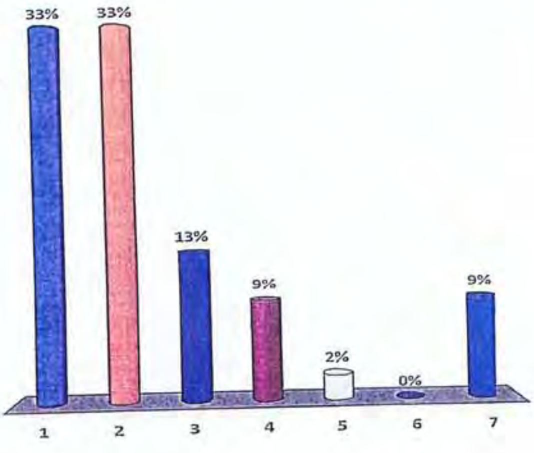
Building a Recreation Center is a High Priority

1. Strongly Agree
2. Agree
3. Somewhat Agree
4. Neutral
5. Somewhat Disagree
6. Disagree
7. Strongly Disagree



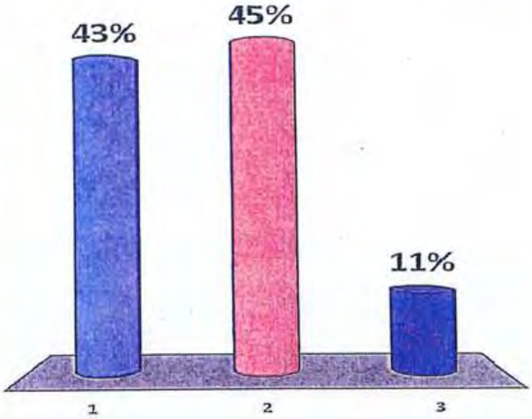
Building New Baseball Facilities is a High Priority

1. Strongly Agree
2. Agree
3. Somewhat Agree
4. Neutral
5. Somewhat Disagree
6. Disagree
7. Strongly Disagree



Should we build a new Baseball Complex?

1. Yes
2. No
3. Abstain



Available Funds

$5,000,000

Assumes 2% levy revenues pay back bond over 15 years.

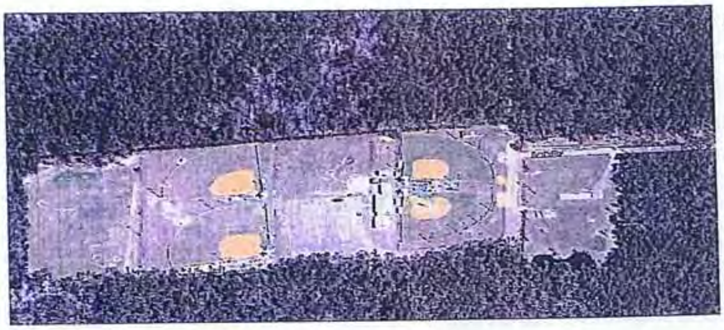
Recreation Advisory Committee
&
Planning Commission
Recommendation

Buddy Davis - First Class U12 Baseball Complex

Multi-Purpose Center

Expand and Repurpose Existing Parks

Buddy Davis
1st Class U12 Baseball Complex

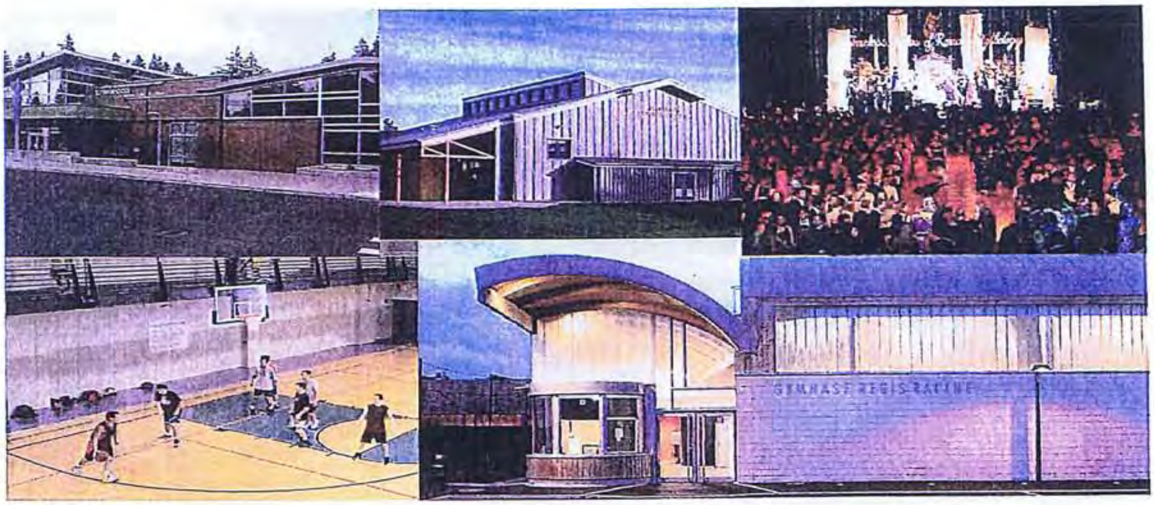


- 5-6 Fields
- Concession / Bathroom / Press Box
- Parking
- Playground
- Pavilion
- Landscaping
- **TOTAL $1,100,000**

2

Multi-Purpose Center

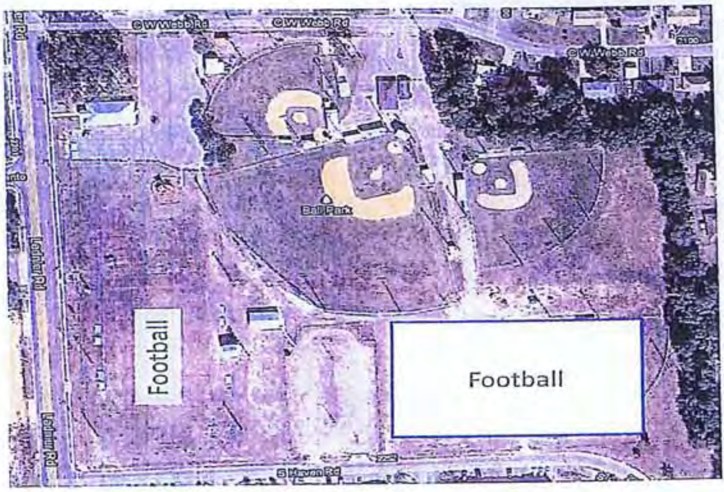
$2,300,000



2

Bacot

Football Complex & Neighborhood Park



- Fencing
- Security
- Field Work
- New Concession / Press Box
- Parking
- Basketball
- Playground
- Community Gathering Improvements
- Landscape
- Fix Buildings
- Fix Pipe
- **TOTAL $1,000,000**

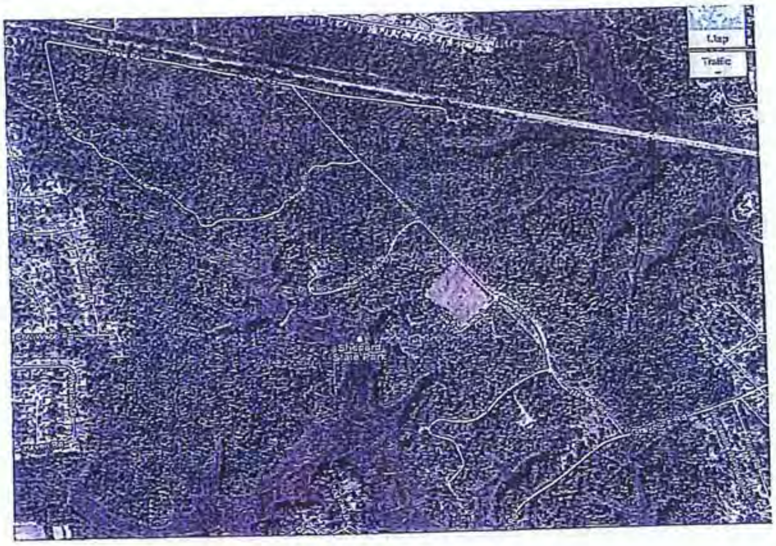
2

Improvements to Neighborhood Parks

- **Frasier Park ($200,000)**
- **George Martin City Park ($50,000)**
- **Cambridge Square Park ($100,000)**

2

Shepard State Park
$50,000



2

Paddling
$50,000

2

Other Opportunities
$150,000

- After School / Summer Camp
- Senior, Adult, Teen, & General Fitness Programs
- Bicycling: Street and Mountain Bike
- Skating & Skateboarding
- Dog Park
- Arts & Culture Programs
- Community Gardens & Nature Education

Recreation Advisory Committee
&
Planning Commission
Recommendation

Buddy Davis - First Class U12 Baseball Complex
Multi-Purpose Center
Expand and Repurpose Existing Parks

City of Gautier
Nature's Playground

Recreation Advisory Committee
04.16.13

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

ORDER NUMBER 096-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the replacement Memorandum of Understanding (MOU) between the City of Gautier and the Mississippi Department of Transportation for the Martin Bluff Road Widening and Improvement Project (STP-9194-00(001)LPA/105069-801000) is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Eric Meyer, Economic Development and Planning Director
Date:	April 9, 2013
Subject:	Approval for MDOT Replacement Memorandum of Understanding for Martin Bluff Road Widening and Improvement Project (STP-9194-00(001)LPA/105069-801000

REQUEST:

The Economic Development and Planning Department requests City Council approval of a Replacement Memorandum of Understanding (MOU) with the Mississippi Department of Transportation for the Martin Bluff Road Widening and Improvement Project.

BACKGROUND:

The City of Gautier signed the original MOU on June 6, 2007 that included approximately $2,400,000.00 in federal funds for the project.

DISCUSSION:

The Replacement MOU includes $4,761,760.00 in federal funds as outlined below:

- $936,000.00 in STP funds at 80% federal match and 20% local match,
- $2,159,760.00 earmark funds at 80% federal match and 20% local match, and
- $1,666,000.00 earmark funds at 100% federal participation.

RECOMMENDATION:

City staff recommends that City Council approve the MDOT Replacement MOU for the Martin Bluff Road Widening and Improvement Project as presented.

City Council may:

1. Approve entering into the Replacement MOU as presented; or
2. Approve the Replacement MOU with changes; or
3. Decline to approve the Replacement MOU.

ATTACHMENT(S):

Replacement Memorandum of Understanding for STP-9194-00(001)LPA/105069-801000

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740

March 28, 2013

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

RE: Replacement MOU
Martin Bluff Road
STP-9194-00(001)LPA/105069-801000

Dear Ms. Abell,

Attached are the duplicate copies of the MOU for the above referenced project for your review and processing. The MOU outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Layla Essary, telephone number 601-466-1881.

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David Seyfarth

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

REPLACEMENT
Memorandum of Understanding

STP-9194-00(001)LPA/105069-801000
Widen and Improve Martin Bluff Road
Gautier, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gautier, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP and Earmark Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to widen and impove Martin Bluff Road; (hereinafter referred to as the "PROJECT"); and

WHEREAS, this agreement supersedes any previous agreements for this PROJECT; and

WHEREAS, it is anticipated that approximately $ 4,761,760.00 in federal funds ($ 936,000.00 in STP funds at 80% federal match and 20% local match, $ 2,159,760.00 earmark funds at 80% federal match and 20 % local match, and $1,666,000.00 earmark funds at 100% Federal participation) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of $ N/A for preliminary engineering and construction of the PROJECT approved, and $ N/A for non-infrastructure activities is approved, for a total of $ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

REPLACEMENT
Memorandum of Understanding

STP-9194-00(001)LPA/105069-801000
Widen and Improve Martin Bluff Road
Gautier, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gautier, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP and Earmark Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to widen and impove Martin Bluff Road; (hereinafter referred to as the "PROJECT"); and

WHEREAS, this agreement supersedes any previous agreements for this PROJECT; and

WHEREAS, it is anticipated that approximately $ 4,761,760.00 in federal funds ($ 936,000.00 in STP funds at 80% federal match and 20% local match, $ 2,159,760.00 earmark funds at 80% federal match and 20 % local match, and $1,666,000.00 earmark funds at 100% Federal participation) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of $ N/A for preliminary engineering and construction of the PROJECT approved, and $ N/A for non-infrastructure activities is approved, for a total of $ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Enhancement Project without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the current Manual on

Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Transportation Enhancement Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); **8 USC, Section 1324a** .

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is

obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.

b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.

c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

d. Discontinuing the prosecution of the work.

e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.

g. Allowing a final judgment to stand unsatisfied.

h. Making an assignment for the benefit of creditors.

i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Samantha Abell
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028

For Technical Matters:

COMMISSION:
David Seyfarth, PE
District LPA Coordinator – District Six
MDOT
16499B Highway 49
Saucier, MS 39574-9740
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Eric Meyer
Dir. of Economic Dev. & Planning
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8488
Fax: (228) 497-8028

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(remainder of this page intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _______ day of ________________, 20___.

City of Gautier

____

Samantha Abell, City Manager

Attested:

____

(Appropriate clerk etc)

So agreed this the _______ day of ________________, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

____

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book ______, Page ______,

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

ORDER NUMBER 097-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the lease agreement for a three-bedroom/two-bath house located at 1100 Graveline Road on the premises of Shepard State Park is hereby approved. Lease agreement is effective May 1, 2013.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated May 1, 2013, by and between City of Gautier ("Landlord") and Zachary Mixon ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the home that is located at Shepard Park (the "Premises") located at 1100 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on May 1, 2013 and will terminate on April 30, 2014, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a rental fee, the Tenant is to provide lawn mowing services at the Park for the months of March through October based on a City approved schedule of once a month during the months of March and October and twice a month for the months of April through September. Other duties may also be assigned by the City of Gautier. Whenever possible, time-off should be requested and approved by the Cultural Services Manager at least 24 hours in advance.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

OCCUPANTS. No more than 5 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Zachary Mixon and Immediate Family Members

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS. Tenant shall return any furnishings or appliances at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given at least one key to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Grass cutting during the months of March through October based on the City approved schedule, and any other duties assigned.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

UTILITIES AND SERVICES. Landlord shall be responsible for water, sewer, garbage and electrical power incurred in connection with the Premises. Tenant shall be responsible for internet, cable and phone service, if desired.

TAXES. If applicable, taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Landlord shall be responsible to maintain appropriate insurance for the home and other property located on the Premises.

OTHER. The Tenant will receive his work assignments from the Cultural Services Manager.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

TERMINATION CLAUSE. Tenant may, upon 45 days written notice to Landlord, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier

3330 Hwy 90

Gautier, Mississippi 39553

TENANT:

Zachary Mixon

6097 Perry St.

Moss Point, MS 39562

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Mississippi.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Samantha D Abell

City of Gautier

Dated: 4/22/13

TENANT:

Zachary Mixon

Dated: 4-22-13

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REAL ESTATE LEASE INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below: *(Mark any non-applicable items as N/A.)*

	SATISFACTORY	COMMENTS
Bathrooms	_______	______________________________
Carpeting	_______	______________________________
Ceilings	_______	______________________________
Closets	_______	______________________________
Dishwasher	_______	______________________________
Disposal	_______	______________________________
Doors	_______	______________________________
Fireplace	_______	______________________________
Lights	_______	______________________________
Locks	_______	______________________________
Refrigerator	_______	______________________________
Screens	_______	______________________________
Stove	_______	______________________________
Walls	_______	______________________________
Windows	_______	______________________________
Window coverings	_______	______________________________
______________	_______	______________________________
______________	_______	______________________________

4-22-13

Date

Tenant Signature:

Zachary Mixon

Acknowledged by Landlord:

4/22/13

Date:

Samantha D Abell

City of Gautier

This is a RocketLawyer.com document.

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

RESOLUTION APPROVING COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF GAUTIER

RESOLUTION NUMBER 011-2013

WHEREAS, the Municipal Code of the City of Gautier provides that certain filing fees, permit fees, inspection fees, deposits, and conditions of service may from time to time be established by the City Council, and

WHEREAS, the City Council of the City of Gautier has determined that the cost of providing certain services is not of general benefit but of benefit to the individual and, therefore, certain filing fees, permit fees, inspection fees and deposits should be required to pay for materials and special services performed by the City staff, and

WHEREAS, the City Council finds that the fees included in the Resolution represents a portion of the actual costs of the services provided or facilities funded and, therefore, there is a rational relationship between the fees charged and the services and facilities funded, and

WHEREAS, the City Council has found that since the fees represent a portion of the actual costs of the service or facilities provided, there is a reasonable relationship between the amount of the fee charged and the costs of the services provided to the person paying the fee, and

WHEREAS, the City Council may adjust fees for certain services from time to time and incorporate all adjusted and/or new fees for services provided into one comprehensive schedule, and

WHEREAS, the City Council has the sole authority to waive any set fee, with the exception that City Manager has the authority to approve a utility payment plan for qualifying residents in annexed areas in accordance with Ordinance Number 209-2012; and

WHEREAS, the City Council finds it necessary to adjust fees for services, and to maintain a comprehensive document which incorporates most or all fees for services provided by the City into one schedule.

PASSED, AND ADOPTED, by the City Council of the City of Gautier, of the State of Mississippi on April 16, 2013.

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

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

NAYS: None

TOMMY FORTENBERRY, MAYOR

ATTEST:

CYNTHIA RUSSELL, CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cynthia Russell, City Clerk

Date: April 11, 2013

Subject: Comprehensive Schedule of Fees

REQUEST:

City Council approval is request for the Comprehensive Schedule of Fees and charges for the City of Gautier.

BACKGROUND:

The Municipal Code of the City of Gautier provides certain filing fees, permit fees, inspection fees, deposits, and conditions of service which have been established by the City Council. Council may adjust fees for certain services and incorporate all adjusted and/or additional fees provided into one comprehensive schedule.

FINANCIAL IMPACT:

The City of Gautier continues to set fees comparable with its neighboring governments (See Attachments). There is no increase to existing fees.

RECOMMENDATION:

City staff recommends that City Council approve the resolution adjusting fees for services and maintain a comprehensive document which identifies all fees for services provided by the City into one schedule.

ATTACHMENT(S):

Comprehensive Schedule of Fees
Public Works email dated January 17, 2013
Police email dated January 3, 2013
Planning Spreadsheet Comparison

CITY OF GAUTIER

COMPREHENSIVE
FEE
SCHEDULE

ECONOMIC DEVELOPMENT/PLANNING

	DESCRIPTION OF SERVICES	UNIT	FEE	
I.	BUILDING PERMIT FEES			
	$1,000 or less		$20.00	(no fee, unless an inspection is required)
	$1,000 to $50,000		$20.00	for 1st $1,000 (plus $5 for each add $1,000)
	$50,000 to $100,00		$260.00	for 1st $50,000 (plus $5 for each add $1,000)
	$100,000 to $500,000		$460.00	for 1st $100,000 (plus $3 for each add $1,000)
	$500,000 and up		$1,666.00	for 1st $500,00 (plus $2 for each add $1,000)
II.	MOBILE HOME PERMIT FEE		$20.00	
III.	NEW HOUSE PERMIT			
	Heated & Cooled	square foot	$68.00	
	Garage	square foot	$36.00	
	Covered porches			
IV.	MECHANICAL PERMIT FEE			
	2 tons or less		$30.00	
	2.5 tons – 4 tons		$32.00	
	4.5 tons – 6 tons		$34.00	
	6.5 tons – 10 tons		$36.00	
	Over 10 tons		$3.60	over a ton
V.	ELECTRICAL PERMIT FEE (NEW RESIDENTIAL & COMMERCIAL)			
	Minimum Inspection		$20	
	100 amp service or less		$12.50	
	150 amp service or less		$15.00	
	200 amp service or less		$20.00	
	Service above 200 amp		$20.00	(plus $.05 over 200 amps)
	115 volt circuits	each	$1.00	
	230 volt circuits	each	$2.00	

	DESCRIPTION OF SERVICES	UNIT	FEE
	Electric Motors		$20.00
	A. Less than 1 hp		$1.00
	B. 1 to 5 hp		$2.00
	C. 5.5 to 10 hp		$5.00
	D. 25 to 50 hp		$10.00
	E. 60 hp and above		$10.00 (plus $.02 per hp over 60)
	Transformers, ranges, heaters, furnaces, appliances and apparatus		
	A. Less than 1.0 kw		$1.00
	B. 1.0 kw to 5.0 kw		$2.00
	C. 5.5 kw to 10.0 kw		$3.00
	D. 10.5 kw to 25.0 kw		$4.00
	E. Larger than 25 kw		$4.00 (plus $.05 per kw over 60 hp)
VI.	PLUMBING PERMIT		
	Sewer		
	A. 1 Bath		$42.50
	B. 1 ½ bath		$47.50
	C. 2 bath		$50.00
	D. 2 ½ bath		$55.00
	E. 3 bath		$57.50
	F. 3 ½ bath		$62.50
	G. 4 bath		$65.00
	Septic Tank		
	A. 1 Bath		$27.50
	B. 1 ½ bath		$32.50
	C. 2 bath		$35.00
	D. 2 ½ bath		$40.00
	E. 3 bath		$42.50
	F. For an addition		$20.00 (plus $2.5 per fixture)

	DESCRIPTION OF SERVICES	UNIT	FEE
VII.	MISCELLANEOUS FEES		
	After hours inspection (emergency only)		$50.00 2 hr min
	Construction trailer		$20.00
	Demolition		$100.00 (deposit refundable after job site released)
	House Moving (structure)		
	A. Moving fee		$125.00
	B. Refundable deposit		$100.00
	Mobile Home Placement		
	A. Moving fee		$125.00
	B. Refundable deposit		$100.00
	C. Inspection fee		$20.00
	Safety Inspection		$20.00
	Land clearing (Site Improvement)		$50.00
	Plan Review		
	A. Commercial (or cost of 3rd party review)		1/2 permit fee
	B. Residential		$50.00
	Re-inspections		$20.00
	Swimming Pools		same as building
	Temporary Banner		$20.00
	Temporary meter pole		$10.00
	Work W/O Permit		up to 5x normal fees
VIII.	CONTRACTOR LICENSE		
	Electrical		(no charge if Ms. State License)
	Mechanical		(no charge if Ms. State License)
	Plumbing		(no charge if Ms. State License)
	General		(no charge if Ms. State License)

	DESCRIPTION OF SERVICES	UNIT	FEE
IX.	APPLICATION FEES		
	Appeal Decision		$100.00
	Street Vacation		$25.00
	Temporary Use Permit		$25.00
	Conditional Use (Major/Minor)		$250.00
	Technical Review		$50.00
	Site Plan Review		$50.00
	Variance		$100.00
	Zoning Change		$300.00
	Text Change		$250.00
	Other Public Hearing Requests		$100.00
X.	SUBDIVISION OF LAND		
	Lot Split (Minor)		$25.00 under 2.25 acres
	Lot Split (Major)		$50.00 under 2.25 acres
	Subdivision of land		$100.00 ($6 for lot or)
	APPEALS		
	Filing Fees		$450.00
	Public Hearing Fee		$38.00

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	PARKS AND RECREATION (RENTAL FEES)		
	Senior Center Building		$200.00 resident
			$300.00 non resident
	Park Pavilions		$35.00 resident
			$50.00 non resident
	Field Rental		$100.00 resident
			$125.00 non resident
	Youth Football		$80.00 resident
			$120.00 non resident
	Youth cheerleading		$100.00 resident
			$150.00 non resident
	Youth Basketball		$60.00 resident
			$90.00 non resident
	Bleachers		$75.00 resident
			$95.00 non resident
	Tents (20 x 20)		$100.00 resident
			$150.00 non resident
	Tents (30 x 50)		$250.00 resident
			$300.00 non resident
	Chairs (25 or more)		$50.00 resident
			$100.00 non resident
	Table 6 ft. (10 or more)		$75.00 resident
			$125.00 non resident
	Barricades (10 or more)		$100.00 resident
			$150.00 non resident
	Field Lights (if lights on left on)		$100.00 resident
			$150.00 non resident

	DESCRIPTION OF SERVICES	UNIT	FEE
	Shepard State Park		
	A. Camping (RV sites)		$18.00 nightly
	B. 65 or older/ or disable		$13.00 nightly
	C. Monthly		$360.00
	D. Monthly (65 or older/ or disable)		$270.00
	E. Camping (primitive)		$13.00 nightly
	F. Group (per person)		$2.00 nightly
	G. Yearly pass		$42.00
	H. Daily walk in pass (disc golf, bike trails, etc.)		$3.00
	Buddy Davis Park		
	A. Field #1		$12.00 hour
	B. Field #2		$12.00 hour
	Lights		$12.00 hour
	Bacot Park		
	A. Field #1		$12.00 hour
	B. Field #2		$12.00 hour
	C. Multi-purpose Field		$12.00 hour
	George Martin Park		
	A. Small Picnic Shelter		$20.00 day
	B. Large Picnic Shelter		$20.00 day

CITY CLERK

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	ADMINISTRATION FEES		
	Photocopies (per page)		$0.30
	NSF Check Fee		$40.00
	Candidate Filing Fee		$10.00
II.	PRIVILEGE LICENSE		
	1 – 3 employees		$20.00
	4 – 10 employees		$30.00
	11 and above		$30.00 the 1st ten employees and $3 for each additional employee. The cost of the
III.	TRANSIENT VENDORS		
	Privilege License (should be renewed after 90 days for $25)		$250.00
	Background check		$10.00
	Badge of Identifying Certificate		$15.00
IV.	PAVILION RENTAL		
	Deposit		$15.00
	Reservation Fee		$15.00/$30.00
V.	SUBPOENAS – personal appearance		$150.00
VI.	MUNICIPAL COURT FINES		
	Implied Consent		
	A. DUI 1st offense		$1,095.00
	B. DUI 2nd offense		$1,275.00
	C. DUI 3rd offense		FELONY
	D. DUI Drugs		$1,095.00
	Zero Tolerance for Minors		
	A. DUI 1st offense		$575.00
	B. DUI 2nd offense		$825.00

	DESCRIPTION OF SERVICES	UNIT	FEE
	Traffic		
	A. Following To Close		$172.00
	B. Handicap Parking		$250.00
	C. Improper Parking		$172.00
	D. Improper Lane Use		$172.00
	E. Improper Turn		$172.00
	F. Improper Passing		$172.00
	G. Driving On Wrong Side Of Road		$172.00
	H. Obstructing Public Street		$172.00
	I. Passing Stopped Emergency Vehicle		$343.00
	J. Pass Stopped School Bus		$343.00
	K. Failure To Yield Blue Lights/Siren		$343.00
	L. Failure To Obey Police/Traffic		$343.00
	M. Failure To Yield – Right Of Way		$172.00
	N. Failure To Yield Emergency Vehicle		$343.00
	O. Failure To Dim Headlights		$172.00
	P. Ran Red Light		$172.00
	Q. Ran Stop Sign		$172.00
	R. Careless Driving		$212.00
	S. Reckless Driving		$252.00
	T. Drag Racing		$252.00
	U. No Motorcycle Endorsement		$242.00
	V. Parking Fire Zone		$242.00
	W. Seat Belt Violation		$75.00
	X. Child Restraint Violation		$168.00

DESCRIPTION OF SERVICES	UNIT	FEE
Speeding		
Speeding In School Zone		$247.00
Over (1-9 Miles)		$176.00
Over (10 Miles)		$186.00
Over (11 Miles)		$187.00
Over (12 Miles)		$188.00
Over (13 Miles)		$189.00
Over (14 Miles)		$190.00
Over (15 Miles)		$191.00
Over (16 Miles)		$198.00
Over (17 Miles)		$200.00
Over (18 Miles)		$202.00
Over (19 Miles)		$204.00
Over (20 Miles)		$216.00
Over (21 Miles)		$222.00
Over (22 Miles)		$225.00
Over (23 Miles)		$228.00
Over (24 Miles)		$231.00
Over (25 Miles)		$234.00
Over (26 Miles)		$239.00
Over (27 Miles)		$244.00
Over (28 Miles)		$249.00
Over (29 Miles)		$254.00
Over (30 Miles)		$269.00
Over (31 Miles & Over)		$272.00

DESCRIPTION OF SERVICES	UNIT	FEE
Motor Vehicle Liability Insurance		$643.00
Running Railroad Crossing Arms		$363.00
Run Railroad Crossing		$363.00
Allow Unauthorized Operation		$172.00
No Driver's License		$342.00
Expired Driver's License		$343.00
Suspended Driver's License (IC)		$568.00
Suspended Driver's License (Other)		$343.00
Leaving Scene Of An Accident		$342.00
Leaving Scene w/Injuries		$542.00
Improper Equipment		$172.00
Failure To Wear Crash Helmet		$172.00
Improper Load		$172.00
Expired Tag		$259.00
Improper Tag		$259.00
No Tag		$259.00
Switched Tag		$259.00
Improper Display of Tag		$259.00
Tinted Windows		
A. 1st Offense		$205.00
B. 2nd Offense		$242.00
C. 3rd Offense		$342.00

DESCRIPTION OF SERVICES	UNIT	FEE
Assault and Weapons		
A. Child Neglect		$538.00
B. Domestic Violence		$538.00
C. Domestic Violence – 2nd		$939.00
D. Knowingly Violate A Protective		$538.00
E. Assault & Battery Assault By Threat		$538.00
F. Assault By Weapon		$689.00
G. Assault On A Minor		$538.00
H. Carry Concealed Weapon		$390.00
I. Discharge Weapon		$490.00
J. Exhibit Weapon		$490.00
Theft and False Pretense		
A. Solicit Without Permit		$238.00
B. Use Credit Card W/Intent Defraud		$489.00
C. Embezzlement		$489.00
D. Embezzlement ($500.00 & Over)		FELONY
E. False Pretense		3x value
F. Home Repair Fraud		$789.00
G. Gambling		$290.00
H. Operate Gambling House		$490.00
I. Trespass less Than Larceny		$490.00
J. Petit Larceny		$490.00
K. Defrauding An Innkeeper		$538.00
L. Theft Of Utilities		$490.00
M. Meter tampering		$490.00
N. Machine, Coin Oper /Breaking in		$490.00
O. Giving Away MDSE By Employee		$490.00

	DESCRIPTION OF SERVICES	UNIT	FEE
	P. Harassing, Profane, Telephone		$490.00
	Q. Bad Check		$538.00
	R. Uttering Forgery		$589.00
	S. Forgery		FELONY
	T. Receive Stolen Property (MISD)		$490.00
	U. Receive Stolen Property		FELONY
	Shoplifting		
	A. 1st Offense		$538.00
	B. 2nd Offense		$938.00
	C. 3rd Offense		FELONY
	D. Shoplifting, Encourage or Aid		$538.00
	Arrest and Police Officer		
	A. Giving False Information		$289.00
	B. Simple Assault On Officer		$638.00
	C. Resisting Arrest		$638.00
	D. Fleeing Arrest		$638.00
	E. Impersonate A Police Officer		$638.00
	F. Interfere Duties Police Officer		$289.00
	Alcoholic Beverages		
	A. Sell or Give Alcohol to		$590.00
	B. Sell Without License		$590.00
	C. Unlawful To Consume Alcohol in Public Place		$230.75
	D. Purchase or Poss. Alcohol Minor		$369.00
	E. Public Drunk		$290.00

DESCRIPTION OF SERVICES	UNIT	FEE
Narcotics		
A. Possession of Schedule III, IV, V		$1,188.25
B. Possession of Marijuana		$489.00
C. Possession of Paraphernalia		$489.00
Allow Dogs to Run Loose		
A. 1st Offense		$194.00
B. 2nd Offense		$220.00
C. 3rd Offense		$269.00
Possession of Farm Animals		$219.00
Smoking in Public		$194.00
Condition of Premises Where Dogs		$289.00
Dangerous Animals Non-Compliance		$490.00
Animal Cruelty		$289.00
Public Profanity		$289.00
Disturbing the Peace		$289.00
Disorderly Conduct		$289.00
Interference with City Officer		$289.00
Care of Premises		$218.00
Curfew Violation		$219.00
Contribute to Delinquency of Minor		$489.00
Possession of Handgun by a Minor		$489.00
Indecent Exposure		$489.00
Obscene/Harassing Phone Calls		$489.00
Escape		$489.00
911 Abusive Calls		$489.00
Misdemeanor Hindering Prosecution		$489.00
Conspiracy to Commit a Crime		$489.00

DESCRIPTION OF SERVICES	UNIT	FEE
Fireworks Inside City Limits		$219.00
Prostitution		$489.00
Vagrancy		$489.00
Hitch-Hiking		$240.00
Trespassing		$338.00
Malicious Mischief (Face Value)		3 x (property value
Loud Music		$270.00
Littering		$439.00
Stalking		
A. 1st Offense		$490.00
B. 2nd Offense		FELONY
Boating Under the Influence		
A. 1st Offense		$569.00
B. 2nd Offense		$769.00
C. 3rd Offense		$1,178.25
Sell Tobacco to Minor		$219.00
Abstracts		$10.00
Affidavit		$10.00
Withdrawal Form		$10.00

POLICE DEPARTMENT

DESCRIPTION OF SERVICES		UNIT	FEE	
I.	MISCELLANEOUS FEES			
	Accident Reports		$20.00	
	Parking Lot Reports		$10.00	
	Offense Reports		$10.00	(No charge on domestic or assault reports)
	Fingerprints		$15.00	
	Background Checks		$15.00	

PUBLIC WORKS/ UTILITIES

	DESCRIPTION OF SERVICES	UNIT	FEE
I.	METER DEPOSIT FEES		
	A. ¾" meter		$100.00
	B. 1" meter		$105.00
	C. 1 ½" meter		$165.00
	D. 2" meter		$265.00
II.	WATER CHARGE		
	A. Minimum Charge of 3000 Gallons or Less		$19.30
	B. 1000 Gallons Over the Minimum		$4.14
III.	SEWER CHARGE		
	A. Minimum Charge of 3000 Gallons or Less		$22.07
	B. 1000 Gallons Over the Minimum		4.74
IV.	GARBAGE CHARGE		
	1st Cart		$17.00
	Additional Cart (Residential)		$3.40
	Additional Cart (Commercial)		$5.25
	Cart Delivery Fee (After Initial Set-up)		$15.00
	Special pick-up (one lift)	small load	$25.00
	Special pick-up (one lift)	large load	$75.00
V.	MISCELLANEOUS FEES		
	Sewer Only		$24.93
	Disconnect Fee		$30.00
	Returned Check Fee		$40.00
	Late Charge Fee		$25.00
	Reconnect Fee		$30.00
	Tampering Fee		$175.00
	Transfer Fee		$30.00
	Turn Off/On Fee After Hours		$30.00
	Water Only Meter		$100.00
	Blanket Deposit		$30.00

ATTACHMENTS

Tricia Thigpen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Friday, April 12, 2013 8:12 AM
To: 'Cindy Russell'; tthigpen@gautier-ms.gov
Subject: FW: COMPREHENSIVE SCHEDULE OF FEES AND CHARGES

From: Chad Jordan [mailto:chad.jordan@clearwatersol.com]
Sent: Thursday, January 17, 2013 4:05 PM
To: 'Samantha Abell'
Subject: RE: COMPREHENSIVE SCHEDULE OF FEES AND CHARGES

I've looked at our neighboring communities for Fees related to engineering and I've determined there is no comparison. Biloxi has a flat fee of $175 for everything, Ocean Springs is all over the board and I couldn't find anything for Pascagoula. I guess the goal is that the amounts we charge need to at least cover our employee cost for time to review. Based on the fees Gautier already has in place, I believe we should be able to cover our cost. I would recommend we keep the fees we have for Engineering. I can determine if this is sufficient after I have actual experience with reviewing future projects. The only other option I can think of is to charge whatever cost the "engineer" charges as a pass through to the owner. This is how most municipalities in Alabama handled that I represented and we usually charged $150 - $200 per hour. Let me know your thoughts.

Chad N. Jordan, PE
Project Manager
ClearWater Solutions, LLC
3305 Gautier Vancleave Rd.
Gautier, Ms 39553
Cell Phone 251-209-6292
www.clearwatersol.com

From: Samantha Abell [mailto:sabell@gautier-ms.gov]
Sent: Thursday, January 3, 2013 4:50 PM
To: <delbin@gautier-ms.gov>
Cc: <tthigpen@gautier-ms.gov>; Eric Meyer; rfrair@gautier-ms.gov; tmontgomery@gautier-ms.gov; Cindy Russell; Keith Young; Chad Jordan
Subject: Re: COMPREHENSIVE SCHEDULE OF FEES AND CHARGES

A++ to you, Chief. Thanks!

Samantha Abell
Gautier City Manager

On Jan 3, 2013, at 3:46 PM, "Dante Elbin" <delbin@gautier-ms.gov> wrote:

> Mrs. Abell,
>
> After speaking with our adjacent cities -- it is apparent the City of Gautier is deficient when it comes to the collection of record fees. Please find below a list of fees charged by each adjacent city, as well as, a suggested amount for the City of Gautier to charge. If you have any further questions or need any further information, please let me know.
>
> Suggested Gautier Police Fees

Tricia Thigpen

From: Dante Elbin <delbin@gautier-ms.gov>
Sent: Thursday, January 03, 2013 3:46 PM
To: 'Samantha Abell'
Cc: tthigpen@gautier-ms.gov
Subject: COMPREHENSIVE SCHEDULE OF FEES AND CHARGES
Attachments: City Fees.docx

Mrs. Abell,

After speaking with our adjacent cities -- it is apparent the City of Gautier is deficient when it comes to the collection of record fees. Please find below a list of fees charged by each adjacent city, as well as, a suggested amount for the City of Gautier to charge. If you have any further questions or need any further information, please let me know.

Suggested Gautier Police Fees

Accident Reports	20.00	
Parking Lot Reports	10.00	
Offense Reports	10.00	(no charge on domestic or assault reports)
Fingerprints	15.00	
Background Checks	15.00	

Suggested Court Fees

Abstracts	10.00
Affidavit	10.00
Withdrawal Form	10.00

Moss Point

Accident Report	20.00
Parking Lot Report	10.00
Offense Report	15.00
Fingerprints	15.00
Background Checks	15.00

Pascagoula

Accident Report	20.00	
Offense Report	10.00	(No charge on Domestic Violence or Assault Reports)
Fingerprints	15.00	(20.00 if they do not have their own card)
Background Checks	15.00	

Ocean Springs

Accident Report	5.00	
Offense Reports	No charge	
Fingerprints	15.00	(5.00 additional charge per card per person)
Background Checks	5.00	

Highway Patrol

Accident Report	15.00	(20.00 if retrieved through report beam)

	Gautier	Ocean Springs	Pascagoula	Moss Point
Facility - Equipment	Resident fee / Non-Resident	Resident fee / Non-Resident	Resident fee / Non-Resident	Resident fee / Non-Resident
Senior Center Building	$200.00 / $300.00	$400.00 /$200.00 (non-profit)	N/A	N/A
Park Pavilions	$35.00 / $50.00	N/A	$10.00 / $20.00 per hour	N/A
Field Rental	$100.00 / $125.00	$150.00	$20.00 / $40.00 per hour	$60.00
Youth Football	$80.00 /$120.00	$85.00 / $105.00	$80.00 / $120.00	$80.00
Youth Cheerleading	$100.00 / $150.00	N/A	$100.00 / $150.00	$60.00
Youth Basketball	$60.00 / $90.00	$70.00 / $90.00	$60.00 / $90.00	$60.00
Bleachers	$75.00 / $95.00	N/A	N/A	N/A
Tents (20x20)	$100.00 / $150.00	N/A	N/A	N/A
Tents (30x50)	$250.00 / $300.00	N/A	N/A	N/A
Chairs (25 or more)	$50.00 / $100.00	N/A	N/A	N/A
Tables 6ft (10 or more)	$75.00 / $125.00	N/A	N/A	N/A
Barricades (10 or more)	$100.00 /$150.00	N/A	N/A	N/A
Field lights (if lights are left on)	$100.00 / $150.00	N/A	N/A	N/A

COG fees schedule

		Shepard Park		
Shepard Park (camping) ✓	$18.00 RV	sites		
65/ older or disabled ✓	$13.00			
Shepard Park (monthly) ✓	$360.00 RV	site		
65/ older or disabled ✓	$270.00 RV	site		
Shepard Park (primitive) ✓	$13.00	tents		
Shepard Park (primitive) Group Camping per-person ✓	$2.00			
Shepard Park (walk--in) Disc ✓ golf,bike,trails,etc	$3.00			
Shepard Park -Yearly Pass ✓	$42.00			
219-5259				

- *The above rates are for existing programs. Any additional programs offered will need to be added to this listing on an as needed basis.
- *Deposits and Insurance requirements will be determined based on the size and type of event.
- *Other services, facilities or equipment not listed will have fees established by the City Manager at time of request.
- *If you have any questions feel free to call City of Gautier/Cultural Services Dept. 228-522-6234

The Mayor and City Council of the City of Gautier, Mississippi (the "City"), took up for consideration the matter of employing professionals in connection with the issuance of Combined Utility System Revenue Bonds, Series 2013, of said City. After a discussion of the subject, Council Member Colledge offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 012-2013

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2013, OF THE CITY TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR THE IMPROVEMENT, REPAIR AND EXTENSION OF THE COMBINED UTILITY SYSTEM OF THE CITY.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body" of the "City"), hereby find, determine, adjudicate and declare as follows:

1. The City is authorized under the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Act") to borrow in such amounts as it may find necessary and proper in order to provide funds for the improvement, repair and extension of the combined utility system of the City.

2. The Governing Body has determined the necessity to raise money for the purpose of providing funds for the improvement, repair and extension of the combined utility system of the City (the "System") (the "Project").

3. It is necessary and in the public interest for the City to enter into a loan (the "Loan") with the Mississippi Development Bank (the "Bank") secured by a promissory note pursuant to the Act for the purposes herein stated, and for the Bank to issue its not to exceed $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) (the "Bank Bonds") to finance the Project.

4. That in order to prepare the necessary resolutions and offering documents for the sale and issuance of the Bank Bonds and the funding of the Loan, it is in the best interest of the City to authorize Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel, Robert G. Ramsay, Esquire, Pascagoula, Mississippi, as Counsel to the City, and Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, to prepare and distribute all necessary documents and to do all things required for the sale of the Bank Bonds and the funding of the Loan and to effectuate the issuance of such Bank Bonds and the funding of the Loan at a subsequent date subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, pursuant to authority under the Act, hereby declares its intention to enter into the Loan with the Bank secured by a promissory note to provide funds for the Project, said Loan and promissory note being funded from, and securing the Bank Bonds.

SECTION 2. The Governing Body herein employs Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel, Robert G. Ramsay, Esquire, Pascagoula, Mississippi, as Counsel to the City, and Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, in connection with the sale and issuance of the Bank Bonds and the funding of the Loan, and authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bank Bonds and the funding of the Loan subject to the approval of the Governing Body of the City.

Council Member Martin seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Tommy Fortenberry	Voted: Yes
Council Member Johnny Jones	Voted: Yes
Council Member Hurley Ray Guillotte	Voted: Yes
Council Member Gordon T. Gollott	Voted: Yes
Council Member Scott D. Macfarland	Voted: Yes
Council Member Adam D. Colledge	Voted: Yes
Council Member Mary F. Martin	Voted: Yes

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 16th day of April, 2013.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Tricia Thigpen

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Thursday, April 04, 2013 7:22 AM
To: tthigpen@gautier-ms.gov
Subject: FW: MS Development Bank Gautier (W&S Project)(2013)
Attachments: Untitled attachment 00007.pdf; Untitled attachment 00010.htm; Untitled attachment 00013.pdf; Untitled attachment 00016.htm

See email below.

Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
Cell: 228-219-7644
www.gautier-ms.gov

From: Samantha Abell [mailto:sabell@gautier-ms.gov]
Sent: Wednesday, April 03, 2013 6:46 PM
To: cbilbo@gautier-ms.gov
Subject: Fwd: MS Development Bank Gautier (W&S Project)(2013)

For next agenda.

Samantha Abell
Gautier City Manager

Begin forwarded message:

> **From:** Jan Daniel <Jan.Daniel@butlersnow.com>
> **Date:** April 3, 2013 4:32:18 PM CDT
> **To:** "'sabell@gautier-ms.gov'" <sabell@gautier-ms.gov>
> **Cc:** "'Government Consultants'" <gcms@bellsouth.net>, "demerygrubbs@yahoo.com" <demerygrubbs@yahoo.com>, Lucien Bourgeois <Lucien.Bourgeois@butlersnow.com>, "'robertgramsay@att.net'" <robertgramsay@att.net>
> **Subject: MS Development Bank Gautier (W&S Project)(2013)**
>
> Samantha:
>
> On behalf of Lucien Bourgeois, please find attached drafts of the engagement resolution and the intent resolution to be presented to the Mayor and City Council of the City for adoption on 4/16/13.
>
> As stated in the intent resolution, the deadline date/time set for the receipt of any written protests to the bond financing is 5 pm on 5/17/13. The City will take up a resolution, assuming no written objection is received on or before 5/17/13, at their 5/21/13 City Council meeting adjudicating no protest and authorizing the City to enter into a financial transaction with the Mississippi Development Bank.
>
> Upon adoption of the attached resolutions, you will need to advertise the completed and executed intent resolution **only** in *The Mississippi Press* on April 26 and May 3 and 10, 2013.

Please let us know if you have any questions and/or comments.

Jan C. Daniel
Bond Consultant
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Direct: (601) 985-4325
Fax: (601) 985-4500
Jan.Daniel@butlersnow.com

P.O. Box 6010
Ridgeland, MS 39158-6010

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

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

ORDER NUMBER 098-2013

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

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TLM      SIMCLM17 04/11/2013 11:32  ACCOUNTING CURRENT YEAR                                          PAGE   1
                                          Docket of Claims
                              Release date from 04/16/2013 thru 04/16/2013

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

001   BELL AUTO PARTS, INC.                 131408 04/16/2013 03/27/2013                 1,005.29 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-161-639     1GAL BLUE HYD FLUID           39601     03/04/2013                     59.55
               001-201-639     HOUSING                       39603     03/04/2013                     99.55
               001-201-639     SPINDLE SHAFT,BEARING         39604     03/05/2013                     90.13
               001-100-570     BUCKET SCRUBS,CABLE TIES(3)   39608     03/06/2013                     39.67
               001-100-570     12" CABLE TIES(2)             39607     03/06/2013                     30.00
               001-100-570     FRONT DISC BRAKE ROTOR(2)     D053493   03/13/2013                     70.00
               001-100-570     FRONT BRAKE PADS(2)           D053494   03/13/2013                     55.50
               001-100-570     COMPLETE STARTER ASSY         D053510   03/21/2013                     99.95
               001-201-639     BLADES(2),IDLER(2)            39635     03/21/2013                     83.60
               001-201-639     BEARINGS,BELT                 39636     03/21/2013                     93.35
               001-201-639     PULLEY SHEAVE(2)              39640     03/26/2013                     99.00
               001-201-639     SPACER(8),PULLEY,BELTS,GUARD  39641     03/24/2013                     95.89

001   STEINER SAW & MOWER                   131426 04/16/2013 03/28/2013                   217.93 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-170-639     BELT,3LB WEEDEATER LINE(2)    764599    03/11/2013                     89.93
               001-170-639     SCAG DAMPNER                  927231    03/21/2013                     64.00
               001-170-639     SCAG SHOCK                    646028    03/25/2013                     64.00

001   ENTERPRISE FUND                       131427 04/16/2013 04/04/2013                16,929.50 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-000-101     TR FUND 400 AUCTION PROCEEDS  CK 4294   03/29/2013                 16,929.50

001   AIRGAS USA, LLC                       131431 04/16/2013 04/03/2013                    38.72 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-205-588     CYLINDER RENTAL               9014055606 03/26/2013                    38.72

001   GLOBALSTAR                            131434 04/16/2013 04/08/2013                    42.39 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-092-605     MONTHLY SERVICE               4616264   03/16/2013                     42.39

001   INFORMATION TECHNOLOGY SERVICE        131436 04/16/2013 04/09/2013                   224.00 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-100-640     MARCH 2013                    5221272   03/31/2013                    224.00

001   PASCAGOULA UTILITIES                  131437 04/16/2013 04/08/2013                   170.32 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-161-630     CENTRAL FIRE STN              1449973   03/27/2013                     53.84
               001-161-630     SOUTH FIRE STN                1450154   03/27/2013                    116.48

001   TEC                                   131438 04/16/2013 04/08/2013                    42.74 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-092-605     MONTHLY LONG DISTANCE         724459    04/01/2013                     42.74

001   O'REILLY AUTO PARTS                   131442 04/16/2013 04/08/2013                 1,174.69 _______________
              Account Number    Description                  Invoice #   Date     P.O.    Amount
               001-100-570     TRANS FLD                     1978267705 03/01/2013                     5.39
               001-100-570     WHEEL STUD(5):614978          1978283841 03/11/2013                    24.90
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                                            Docket of Claims
                                 Release date from 04/16/2013 thru 04/16/2013

                                          Trans Release   Claim    Claim   Check      Claim
Fund   Name of Claimant                     #     Date    Date     Number  Number     Amount   Approved/Disapproved
--------------------------------------------------------------------------------------------------------------------
001  O'REILLY AUTO PARTS                  131442 04/16/2013 04/08/2013                1,174.69 (CONTINUED)
               Account Number    Description                 Invoice #   Date    P.O.      Amount
                001-201-639      BATTERY,GASKET,SILICONE     1978283675 03/11/2013                    32.37
                001-161-638      PRORATED BATTERY            1978288877 03/11/2013                    29.29
                001-201-639      SCAG BATTERY                1978288934 03/12/2013                    79.79
                001-201-639      SCAG BATTERY                1978288935 03/12/2013                    62.59
                001-161-638      MASTER CYL                  1978288943 03/12/2013                    44.99
                001-100-570      TRANS FLD(11):#114          1978288971 03/12/2013                    65.69
                001-090-638      INST CLUSTER                1978289204 03/14/2013                   120.50
                001-100-570      TENSIONER:#148              1978289274 03/15/2013                    32.29
                001-170-639      BUTT SPLICE,FUSE HOLDER(2)  1978289748 03/19/2013                    16.77
                001-170-639      HOSE CLAMP(7)               1978289856 03/20/2013                     5.93
                001-201-638      IGN LOCK CYL(2)             1978289892 03/20/2013                    93.26
                001-170-639      CAP SCREW(6)                1978290391 03/25/2013                     5.40
                001-170-639      CAP SCREW(12)               1978290500 03/26/2013                    10.80
                001-100-570      ALTERNATOR:#126             1978290501 03/26/2013                   155.99
                001-100-570      CSP COVER: #115             1978290592 03/27/2013                    67.72
                001-100-570      CSP COVER: #115             1978290593 03/27/2013                    67.72
                001-100-570      CSP COVER: POLICE CAR       1978290594 03/27/2013                    67.72
                001-201-638      ELECTRIC GREASE,CONDITIONER 1978290605 03/27/2013                    17.29

001  AUTO TRUCK AND TRAILER PARTS INC     131446 04/16/2013 04/08/2013                  544.43 ______________
               Account Number    Description                 Invoice #   Date    P.O.      Amount
                001-100-570      TRANS KIT #114              232569     03/08/2013                   365.00
                001-201-639      ADAPTERS(2),MARKER LIGHT    232727     03/13/2013                    13.43
                001-100-570      DEKA BATTERY #115           232822     03/18/2013                    95.00
                001-100-570      FILTER,TRANS FLUID(12) #121 233065     03/27/2013                    71.00

001  AMERICAN LUBE FAST                   131447 04/16/2013 04/09/2013                    5.00 ______________
               Account Number    Description                 Invoice #   Date    P.O.      Amount
                001-100-638      INSPECT STICKER:UNIT#14978  1420095759 03/08/2013                     5.00

001  JOB'S GARAGE                         131459 04/16/2013 04/09/2013                   69.50 ______________
               Account Number    Description                 Invoice #   Date    P.O.      Amount
                001-100-638      BALANCE TIRES #14978        12155      03/11/2013                    69.50

001  LOWE'S HOME CENTER'S, INC.           131461 04/16/2013 04/03/2013                  365.31 ______________
               Account Number    Description                 Invoice #   Date    P.O.      Amount
                001-092-635      GRAPHITE LUBRICANT          902205     02/25/2013                     2.16
                001-092-635      ELECTRICAL BOX(2),WALL PLATE 902259    02/25/2013                    19.71
                001-092-559      DRILL BITS                  902403     02/26/2013                     3.91
                001-201-559      POLE(2),PAINT ROLLER(2),REEL 902890    02/28/2013                    72.51
                001-201-559      HAND PICK,GAS BACKPACK BLOWER 902845   03/01/2013                   312.53
                001-201-559      PRUNING SAW                 902574     03/05/2013                    20.88
                001-170-635      BLEACH(3),PAINT BRUSH(8)    902729     03/12/2013                    57.04
                001-092-635      WOOD FINISH                 902593     03/12/2013                     7.38
                001-092-559      SARGENT KEY(2)              902818     03/12/2013                     3.56
                001-170-559      YELLOW SPRAY PAINT          913957     03/13/2013                     4.73
                001-092-559      SARGENT KEY(2)              916537     03/13/2013                    -3.56
                001-170-559      YELLOW SPRAY PAINT          916547     03/13/2013                    -4.73
                001-170-559      LINK CHAIN(10)              902879     03/13/2013                    10.93
                001-170-559      YELLOW SPRAY PAINT          916848     03/13/2013                     4.73
                001-090-559      32PK NIAGARA WATER(60)      901038     03/14/2013                   223.80
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001  LOWE'S HOME CENTER'S, INC.        131461 04/16/2013 04/09/2013                 365.51 (CONTINUED)
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-170-635    CAULK(2),ACRYLIC SHEET(2)   902112     03/14/2013              81.15
                 001-170-635    ACRYLIC SHEET               902148     03/14/2013              51.25
                 001-170-635    ROLLER COVER(2),CAULK(2)    902116     03/14/2013              37.60
                 001-170-635    ROLLER COVER,RESPIRATOR     903473     03/16/2013              50.29
                 001-170-559    AIRLESS SPRAYER             912403     03/18/2013              44.15
                 001-092-635    PAINT THINNER,SAND PAPER    902973     03/19/2013              13.64
                 001-170-635    MOUNT DISPENSER:BUDDY DAVIS 913349     03/20/2013              15.54
                 001-092-559    GLUE                        901320     03/21/2013               4.34
                 001-170-635    PAINT BRUSH,REFLECTORS,PAINT 903123    02/27/2013              39.30
                 001-170-559    5% DISCOUNT ADJ             900001     03/15/2013            -723.03

001  G&K SERVICES INC                  131465 04/16/2013 04/08/2013                 367.82 ______________
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-201-535    STREETS                     1033359410 03/06/2013              23.35
                 001-205-535    MAINTENANCE                 1033359410 03/06/2013              41.59
                 001-201-535    STREETS                     1033361524 03/13/2013              24.36
                 001-205-535    MAINTENANCE                 1033361524 03/13/2013              44.30
                 001-201-535    STREETS                     1033363607 03/20/2013              24.24
                 001-205-535    MAINTENANCE                 1033363607 03/20/2013              44.30
                 001-201-535    STREETS                     1033365729 03/27/2013              20.69
                 001-205-535    MAINTENANCE                 1033365729 03/27/2013              47.75
                 001-170-699    RECREATION                  1033359409 03/06/2013               4.87
                 001-201-535    STREETS                     1033359409 03/06/2013              17.71
                 001-170-699    RECREATION                  1033361523 03/13/2013               5.21
                 001-201-535    STREETS                     1033361523 03/13/2013              19.45
                 001-170-699    RECREATION                  1033363606 03/20/2013               5.21
                 001-201-535    STREETS                     1033363606 03/20/2013              19.45
                 001-170-699    RECREATION                  1033365728 03/27/2013               5.21
                 001-201-535    STREETS                     1033365728 03/27/2013              19.45

001  MALLETTE BROTHERS CONSTRUCTION, INC     131467 04/16/2013 04/08/2013         1,939.70 ______________
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-201-576    7.03 CY FILL SAND FOB       16802      03/31/2013              54.36
                 001-295-566    7.83 TN RIP RAP (SITE 3)    16802      03/31/2013             430.65
                 001-295-566    14.75 CY FILL CG (SITE 3)   16802      03/31/2013             231.25
                 001-295-566    10.52 TN RAP (SITE 3)       16802      03/31/2013             357.67
                 001-295-566    10.89 TN RAP (SITE 3)       16802      03/31/2013             370.27
                 001-201-576    6.34 TN ASPHALT FOB         16802      03/31/2013             475.53

001  HEIDELBERG,STEINBERGER,COLMER,BURROW PA   131478 04/16/2013 04/10/2013              28.00 ______________
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-032-681    WORKERS' COMP SEMINAR:FUCH,J 05232013  03/25/2013              28.00

001  VENEICE BARNETT                   131479 04/16/2013 04/10/2013                 246.00 ______________
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-012-681    PER DIEM-HBCP III:BARNETT,V 04222013   03/25/2013             246.00

001  JACKSON HOTEL AND SUITES          131480 04/16/2013 04/10/2013                 275.00 ______________
               Account Number   Description                 Invoice #   Date    P.O.    Amount
                 001-022-681    04/21-26/2013:BARNETT,V     04212013   03/25/2013             275.00
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001   COE BELLES                         131481 04/16/2013 04/10/2013                    133.15 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-090-681       REIMB:HOTEL & PER DIEM      03262013  03/26/2013                  133.15

001   DAVID MCVEAY                       131482 04/16/2013 04/10/2013                    315.00 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-010-602       JUDGE PRO TEM               3.5 HOURS 03/25/2013                  315.00

001   SINGING RIVER SERVICES             131483 04/16/2013 04/10/2013                  3,500.00 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-092-698       LIFE CARE PLUS (EAP)        04022013  04/02/2013                3,500.00

001   BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC  131488 04/16/2013 04/10/2013                 833.33 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-090-645       MAR 2013 CLUB SUPPORT       03312013  04/05/2013                  833.33

001   CABLE ONE                          131489 04/16/2013 04/10/2013                    202.81 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-100-693       APR 2013:23421-101806-02-6  04112013  04/07/2013                  202.81

001   CABLE ONE                          131490 04/16/2013 04/10/2013                     99.35 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-092-698       APR 2013:23421-102609-01-6  04052013  04/01/2013                   99.35

001   COMPANION PROPERTY & CASUALTY GROUP   131492 04/16/2013 04/10/2013               5,709.54 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-092-625       COMMERCIAL PROPERTY         3831775   04/03/2013                5,709.54

001   C SPIRE WIRELESS                   131493 04/16/2013 04/10/2013                  1,095.33 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-021-605       CITY MGR CELL PHONES        0030759348 03/31/2013                 124.02
              001-022-605       HR CELL PHONES              0030759348 03/31/2013                 124.02
              001-040-605       CITY CLERK CELL PHONES      0030759348 03/31/2013                 232.60
              001-090-605       ECON DEV CELL PHONES        0030759348 03/31/2013                 260.45
              001-161-605       FIRE DEPT CELL PHONES       0030759348 03/31/2013                 197.65
              001-170-605       RECREATION CELL PHONES      0030759348 03/31/2013                 109.91
              001-205-605       MAINT CELL PHONES           0030759348 03/31/2013                  46.68

001   FEDERAL EXPRESS                    131495 04/16/2013 04/10/2013                     77.92 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-090-607       OVERNIGHT SHIPPING          2-22772571 04/03/2013                  77.92

001   FIRST INSURANCE FUNDING CORP       131497 04/16/2013 04/10/2013                 13,946.48 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-092-626       APR 2013 LIABILITY          04302013  03/12/2013               13,946.48

001   FUELMAN OF MS                      131498 04/16/2013 04/10/2013                  5,175.51 _______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
              001-050-525       UNL FUEL                    NP37531115 03/25/2013                 126.66
              001-100-525       UNL FUEL                    NP37531115 03/25/2013               3,881.77
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001  FUELMAN OF MS                       131498 04/16/2013 04/10/2013                5,375.81 (CONTINUED)
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-161-525     UNL & DSL FUEL              NP37531115 03/25/2013                  720.57
             001-170-525     UNL & DSL FUEL              NP37531115 03/25/2013                  314.22
             001-205-525     UNL FUEL                    NP37531115 03/25/2013                  132.59

001  FUELMAN OF MS                       131502 04/16/2013 04/10/2013                4,219.74 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-090-525     UNL FUEL                    NP37560730 04/01/2013                   71.46
             001-092-525     UNL FUEL                    NP37560730 04/01/2013                   76.27
             001-100-525     UNL FUEL                    NP37560730 04/01/2013                3,349.56
             001-161-525     UNL & DSL FUEL              NP37560730 04/01/2013                  567.99
             001-170-525     UNL & DSL FUEL              NP37560730 04/01/2013                  154.46

001  IBM CORPORATION                     131503 04/16/2013 04/10/2013                  316.40 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-040-730     AS400 PMT MAY 2013          1340654    04/01/2013                  316.40

001  PITNEY BOWES GLOBAL FINANCIAL SERVS 131511 04/16/2013 04/10/2013                  453.00 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-092-698     QUARTERLY LEASE             1591247MX1 04/03/2013                  453.00

001  SECURE NETWORKS LLC                 131513 04/16/2013 04/10/2013                2,280.00 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-092-698     MAY 2013 NETWORK SERVS      1697       03/14/2013                2,280.00

001  SINGING RIVER ANIMAL HOSPITAL       131516 04/16/2013 04/10/2013                  346.50 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-100-514     ROCCO:EXAM-VACCINATIONS     65850      03/22/2013                  217.00
             001-100-514     67.5# DRY DOG FOOD          66082      04/03/2013                  129.50

001  SINGING RIVER E.P.A.                131519 04/16/2013 04/10/2013                9,036.45 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-201-633     STREET LIGHTING             03202013   03/26/2013                4,563.44
             001-201-629     SIGNAL LIGHTS               03202013   03/26/2013                1,540.51
             001-092-631     CITY HALL                   03202013   03/26/2013                1,242.59
             001-170-631     FRAZIER PARK                03192013   03/26/2013                   41.03
             001-170-631     SENIOR BLDG                 03212013   03/26/2013                  540.29
             001-161-631     CENTRAL FD                  03192013   03/26/2013                  340.94
             001-170-631     CITY PARK                   03192013   03/26/2013                   49.16
             001-092-631     PUBLIC WORKS                03202013   03/26/2013                  358.26
             001-092-631     HWY 90 SIGN                 03192013   03/26/2013                   20.25

001  SINGING RIVER E.P.A.                131520 04/16/2013 04/10/2013                2,367.85 ______________
            Account Number    Description                 Invoice #   Date    P.O.    Amount
             001-100-631     POLICE STATION    86298004  03202013   03/26/2013                1,274.35
             001-201-629     SIGNAL LIGHT      89113001  03202013   03/26/2013                   55.57
             001-170-631     CITY PARK RESTRMS 89912001  03202013   03/26/2013                  421.69
             001-201-633     STREET LIGHTS     90145002  03202013   03/26/2013                  490.80
             001-092-631     RECORDS BLDG      90790001  03192013   03/26/2013                  124.55
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001   SINGING RIVER E.P.A.              131524 04/16/2013 04/10/2013                 1,315.51 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-161-631      SOUTH PD     76005001         03212013  03/27/2013                 328.87
              001-170-631      SAUCY PARK  10137             03212013  03/27/2013                 746.37
              001-201-628      SIGNAL LIGHTS  10135          03212013  03/27/2013                 240.27

001   SINGING RIVER E.P.A.              131525 04/16/2013 04/10/2013                 1,883.79 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-201-633      DOLPHIN ST     34987002       03212013  03/26/2013                 445.75
              001-201-633      DOLPHIN ST     34988002       03212013  03/26/2013                 523.21
              001-201-633      DOLPHIN ST     34989002       03212013  03/26/2013                 772.25
              001-201-633      DOLPHIN ST     34990002       03202013  03/26/2013                 142.58

001   SYSCON INC                        131526 04/16/2013 04/10/2013                 1,475.00 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-092-698      APR 2013 COURT SUPPORT        1-21492   04/01/2013               1,475.00

001   DELTA SANITATION OF MS, LLC       131529 04/16/2013 04/10/2013                   105.00 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-170-698      FRAZIER PORT O LET            245455    03/31/2013                 105.00

001   CSSD SERVICES                     131535 04/16/2013 04/10/2013                   455.16 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-090-681      GRAMMAR CLASS:STANTON,A       FEVEV2    03/05/2013                 149.00
              001-022-615      JOB POSTING;ANIMAL CONTROL    ZQG377    03/11/2013                  55.00
              001-090-845      E-INVITES:STATUE DEDICATION   TLF7DQ    03/13/2013                  10.00
              001-040-530      LANIER TONER CARTRIDGE        XDFV61    03/25/2013                  60.00
              001-040-559      COMMUNICATION SKILLS DVD      ANE305    03/27/2013                 172.16

001   THE SUN HERALD                    131539 04/16/2013 04/10/2013                   100.45 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-040-615      BID AD: ALLEN ROAD            00171293  03/27/2013                 100.45

001   MISSISSIPPI PRESS REGISTER        131540 04/16/2013 04/10/2013                    98.78 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-040-615      BID AD: ALLEN ROAD            1931284   03/27/2013                  98.78

001   MISSISSIPPI PRESS REGISTER        131541 04/16/2013 04/10/2013                   347.70 ______________
             Account Number    Description                   Invoice #   Date     P.O.    Amount
              001-090-615      HD NOTICE:BRIAN FELTON        1927484   03/01/2013  130636          17.40
              001-090-615      NOTICE:VARIANCE-TAYLOR        1931036   03/20/2013  130635          17.16
              001-040-615      BID AD:SHELL LANDING          1929479   03/24/2013  130510         169.84
              001-022-615      BID AD:ANIMAL CONTROL         1930710   03/24/2013  130538          57.42
              001-040-615      PUBLISH:REZONING ORDINANCE    1932405   03/27/2013  130606          11.68
              001-040-615      PUBLISH:UDO SIGN              1932403   03/27/2013  130606          11.68
              001-040-615      PUBLISH:UDO-AUTO DETAIL       1932406   03/27/2013  130606           8.04
              001-040-615      PUBLISH:MDRC-MS ORDINANCE     1932407   03/27/2013  130606           7.44
              001-030-615      NOTICE: ELECTION DATES        1932987   03/31/2013  130605          24.85
              001-030-615      NOTICE: EXTENDED HOURS        1932989   03/31/2013  130605          21.78
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001  INTERNATIONAL PERSONNEL MANAGEMENT ASSOC  131542 04/16/2013 04/10/2013                  726.75 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-092-660       PL301 LEO ADMIN EXAM        24190273   03/21/2013  130541            156.75
              001-092-660       PO-EL 102 LEO ENTRY EXAM    24190273   03/21/2013  130541            299.25
              001-092-660       PSUP 301 LEO SUPERVISOR EXAM 24190273  03/21/2013  130541            270.75

001  MISSISSIPPI FIRE ACADEMY                  131543 04/16/2013 04/10/2013                  120.00 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-161-691       ROPE RESCUE I:GIPSON,LATCH  21590      04/05/2013  130421            120.00

001  LEWIS PRINTING                            131544 04/16/2013 04/10/2013                  113.43 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-030-559       ABSENTEE BALLOT ENVELOPES   34474      04/03/2013  130596            113.43

001  NEWELL PAPER COMPANY                      131545 04/16/2013 04/10/2013                   61.68 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-092-510       PGC 02255 COMET             558685     03/28/2013  130562             16.72
              001-032-510       #1040 PAPER TOWELS          558685     03/28/2013  130562             40.56
              001-092-510       PGC 02255 COMET             559029     04/02/2013  130562              4.40

001  HD SUPPLY WATERWORKS, LTD                 131546 04/16/2013 04/10/2013                1,564.00 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-201-576       15" CORRUGATED PIPE 200'    6439858    03/29/2013  130584          1,564.00

001  BSN SPORTS                                131547 04/16/2013 04/10/2013                  144.48 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-170-634       BOLCO PITCH RUBBER OFFICIAL 95236140   03/20/2013  130543             74.39
              001-170-634       BOLCO PITCH RUBBER YOUTH    95236140   03/20/2013  130543             65.09
              001-170-634       FREIGHT                     95236140   03/20/2013  130543              5.00

001  GULF COAST BUSINESS SUPPLY CO.            131548 04/16/2013 04/10/2013                  221.55 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-161-500       5511HS CASE PAPER           69249      04/03/2013  130601             61.99
              001-161-500       HEWCD971AN INK CART         69249      04/03/2013  130601             38.79
              001-092-510       PINE-1-4502-29 CLEANER      68723      03/27/2013  130563             47.92
              001-092-510       CTP TOILET PAPER            68723      03/27/2013  130563             32.89
              001-092-510       CL035306 CLOROX             68723.1    03/27/2013  130563             39.96

001  THE CLARION LEDGER                        131549 04/16/2013 04/10/2013                  207.58 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-040-615       BID AD: OCEAN ESTATES       0004085576 03/31/2013  130509            207.58

001  SUNBELT FIRE, INC.                        131550 04/16/2013 04/10/2013                1,188.00 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-161-639       REPAIR:HURST RESCUE TOOL SYS 101938    04/01/2013  130470          1,188.00

001  CAN'T BE BEAT FENCE                       131552 04/16/2013 04/10/2013                2,225.00 ________________
              Account Number    Description                 Invoice #   Date     P.O.     Amount
              001-170-634       NEW ROLLING GATE-BACOT SOUTH 11411     03/26/2013  130521          2,225.00
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001   SUN COAST/CLAY'S                      131555 04/16/2013 04/10/2013                      50.00 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-161-500        HEWCH6535AN INK CART      1017262   04/04/2013  130602             20.26
                  001-161-500        HEWCH6536AN INK CART      1017262   04/04/2013  130602             20.26
                  001-161-500        UNV11201 YELLOW PAPER     1017262   04/04/2013  130602              4.51
                  001-151-500        SAN60143 BLUE PENS        1017262   04/04/2013  130602              4.97

001   PASCAGOULA TIRE & SERVICE             131558 04/16/2013 04/10/2013                     988.24 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-100-638        SET FS FIREHAWKS:UNIT 108  62579    03/28/2013  130566            494.12
                  001-100-638        SET FS FIREHAWKS:UNIT 14403 62587   03/28/2013  130566            494.12

001   A & B DISCOUNT TIRE INC               131562 04/16/2013 04/10/2013                     478.76 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-161-638        MICHELIN XDE/LABOR: E3    62045     03/25/2013  130603            478.76

001   THE SUN HERALD                        131563 04/16/2013 04/10/2013                     173.50 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-040-615        BID AD: SHELL LANDING     00171275  03/28/2013  130508            173.50

001   STAPLES BUSINESS ADVANTAGE DEPT ATL   131565 04/16/2013 04/10/2013                     115.61 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-040-500        CALCULATOR TAPE           3155466434 03/22/2013  130567            44.71
                  001-040-500        CALCULATOR RIBBON         3155466434 03/22/2013  130567            12.55
                  001-040-500        CORRECTION PEN            3155466434 03/22/2013  130567            10.58
                  001-040-500        DAB N SEAL                3155466434 03/22/2013  130567             5.57
                  001-040-500        BATTERIES AA              3155466434 03/22/2013  130567            12.59
                  001-040-500        BLACK 3 RING BINDERS      3159704767 03/23/2013  130567            29.61

001   MAPDD                                 131566 04/16/2013 04/10/2013                     550.00 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-001-691        MAPDD REG: JONES,GOLLOTT  A0001552  04/05/2013  130618            550.00

001   SOUTHERN REPRO GRAPHICS INC           131567 04/16/2013 04/10/2013                     171.11 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-090-500        36X150 PRESENTATION PAPER 25328     03/14/2013  130537            154.49
                  001-090-500        SHIPPING                  25328     03/14/2013  130537             16.62

001   AFWA                                  131568 04/16/2013 04/10/2013                     568.00 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-201-559        ANNUAL MEMBERSHIP FEE     03262013  01/08/2013  130573            568.00

001   GAMETIME                              131569 04/16/2013 04/10/2013                     162.85 ______________
                 Account Number      Description               Invoice #   Date    P.O.      Amount
                  001-170-639        COIL SPRING (CITY PARK)   816621    03/27/2013  130532            123.00
                  001-170-639        SHIPPING                  816621    03/27/2013  130532             39.85
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                                          Docket of Claims
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                                          Trans Release  Claim   Claim  Check    Claim
Fund   Name of Claimant                     #     Date    Date   Number Number   Amount   Approved/Disapproved
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001  C.E.S.                               131570 04/16/2013 04/10/2013                    $8.16 ____________
                 Account Number    Description             Invoice #  Date   P.O.      Amount
                  001-170-634      ECNR200 250V FUSE (3)   SAS/021110 03/21/2013  130546       $8.16

001  OUT ON A LIMB TREE SERVICE           131571 04/16/2013 04/10/2013                   300.00 ____________
                 Account Number    Description             Invoice #  Date   P.O.      Amount
                  001-201-576      REMOVE PINE FR EASEMENT 130123   01/24/2013  130342        300.00

001  STEINER SAW & MOWER                  131572 04/16/2013 04/10/2013                   512.00 ____________
                 Account Number    Description             Invoice #  Date   P.O.      Amount
                  001-170-639      LH PUMP FOR MOWER       546036   03/26/2013  130564        512.00

FUND TOTAL   1 Claims       to       Checks    65 Total    $1,651.71 Manual          Held           Total    $1,651.71
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                                             Trans Release   Claim   Claim   Check    Claim
Fund   Name of Claimant                        #    Date     Date    Number  Number   Amount    Approved/Disapproved
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130  LOWE'S HOME CENTER'S, INC.            131483 04/16/2013 04/09/2013                  72.17 ______________
               Account Number    Description              Invoice #   Date    P.O.    Amount
               130-130-756       M/S SUPPLIES             533516     03/01/2013                   72.17

130  CITY OF GAUTIER                       131484 04/16/2013 04/10/2013              30,000.00 ______________
               Account Number    Description              Invoice #   Date    P.O.    Amount
               130-900-985       BUDGETED TRX TO FUND 13  04102013   04/10/2013               30,000.00

130  THE LPA GROUP INCORPORATED            131485 04/16/2013 04/10/2013              25,783.31 ______________
               Account Number    Description              Invoice #   Date    P.O.    Amount
               130-130-770       ENGINEERING-MDOT         18         03/21/2013               25,783.31

130  SOUTHERN WATERWORKS SUPPLY, INC       131584 04/16/2013 04/10/2013                 667.73 ______________
               Account Number    Description              Invoice #   Date    P.O.    Amount
               130-130-755       2" MASTER METER          47505      04/02/2013  130555          442.75
               130-130-756       2" BRASS METER COUPLING  47505      04/02/2013  130555           59.34
               130-130-756       2" THREADED GATE VALVE   47505      04/02/2013  130555          165.64

FUND TOTAL 130 Claims      to       Checks     4 Total   56,523.21 Manual           Held          Total    56,523.21
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TLM       GLMCLM17 04/11/2013 11:32  ACCOUNTING CURRENT YEAR                                                PAGE   11
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                                                     Trans  Release   Claim    Claim   Check    Claim
Fund    Name of Claimant                               #     Date     Date     Number  Number   Amount    Approved/Disapproved
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157   CARD SERVICES                                 131537 04/16/2013 04/10/2013                404.43 _______________
                  Account Number     Description                  Invoice #   Date   P.O.    Amount
                   157-100-799       F150 UNDER SEAT LOCKBOX      335PIT     03/18/2013                       404.43

FUND TOTAL 157 Claims       10       Checks      1 Total      404.43 Manual                Held          Total       404.43
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                                       Trans Release   Claim    Claim  Check     Claim
Fund   Name of Claimant                  #     Date     Date    Number Number    Amount    Approved/Disapproved
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176  BELL AUTO PARTS, INC.              131420 04/16/2013 03/27/2013                   344.76 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-639      BELT,BLADES(2)           39609     03/06/2013                   89.89
                 176-170-639      BEARINGS(2),IDLER PULLEY 39610     03/06/2013                   57.02
                 176-170-639      BLADE PULLEY SHEAVE(2)   39633     03/21/2013                   98.00
                 176-170-639      DRIVE PULLEY             39634     03/21/2013                   99.85

176  O'REILLY AUTO PARTS                131444 04/16/2013 04/05/2013                   190.03 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-639      FILTER(2),CARB KIT,OIL   1978289043 03/13/2013                  59.08
                 176-170-638      TRANS FLUID(2)           1978289649 03/20/2013                  33.58
                 176-170-639      BATTERY                  1978290434 03/25/2013                  61.58
                 176-170-639      2 GAL OIL                1978290666 03/26/2013                  34.89

176  LOWE'S HOME CENTER'S, INC.         131454 04/16/2013 04/09/2013                   148.39 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-559      LIMB CUTTER(3)           913987    02/27/2013                   56.94
                 176-170-635      BOX COVER,PLUG,OUTLET    902253    03/15/2013                   22.36
                 176-170-635      TOILET SEAT,CAUTION TAPE(4) 903503 03/18/2013                   69.09

176  C SPIRE WIRELESS                   131494 04/16/2013 04/10/2013                   227.43 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-605      CELL PHONES              0030759348 03/31/2013                 227.43

176  FUELMAN OF MS                      131499 04/16/2013 04/10/2013                   154.27 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-625      UNL FUEL                 NP37531115 03/25/2013                 154.27

176  SINGING RIVER E.P.A.               131523 04/16/2013 04/10/2013                 2,276.27 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-631      PARK FACILITIES  76854002  03210213  03/27/2013              2,001.20
                 176-170-631      RENTAL HOUSE     76555002  03212013  03/27/2013                275.07

176  CARD SERVICES                      131536 04/16/2013 04/10/2013                   287.35 ______________
                Account Number    Description              Invoice #   Date    P.O.     Amount
                 176-170-559      ARCHERY,FISHING EQUIPMENT 26462N   03/12/2013                  299.29
                 176-170-559      CREDIT:ARCHERY,FISHING EQUIP 9PLIDX 03/12/2013                 -71.50
                 176-170-559      SOFT T BALLS             6TWRM     03/13/2013                   59.56

FUND TOTAL 176 Claims      to     Checks    7 Total    3,628.50 Manual           Held            Total    3,628.50
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                                        Docket of Claims
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                                        Trans Release  Claim    Claim  Check     Claim
Fund   Name of Claimant                   #     Date    Date    Number Number    Amount   Approved/Disapproved
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400   BELL AUTO PARTS, INC.             131423 04/16/2013 03/27/2013                        68.56 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-651-638      BELT                        39612      03/05/2013                    68.56

400   DPC ENTERPRISES, L.P.             131433 04/16/2013 04/08/2013                       596.37 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-651-580      CHLORINE 150# CYL           2120005901 03/25/2013                   596.37

400   IRBY'S ANSWERING SERVICE INC      131435 04/16/2013 04/09/2013                       253.00 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-650-605      SERVICE 3/27-4/23/2013      130300159  03/27/2013                   253.00

400   O'REILLY AUTO PARTS               131443 04/16/2013 04/08/2013                       717.46 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-651-639      POLE ROUND                  1978256023 03/04/2013                     6.59
               400-651-638      OIL FILTER(2)               1978288203 03/06/2013                     5.04
               400-651-638      DRAIN,WRENCH SET,TAPADIE SET 1978288396 03/07/2013                   92.97
               400-651-638      1GAL MOTOR OIL(3),OIL FILTER 1978289039 03/11/2013                   58.00
               400-651-638      U-JOINT(2),LUBE(3),DEEP CREP 1978289110 03/13/2013                   51.44
               400-651-638      1QT(2)& 5QT MOTOR OIL(2)    1978289259 03/15/2013                    46.96
               400-651-638      CLEANER(2),DEGREASER        1978289621 03/18/2013                    17.97
               400-651-559      RUBBER STRAP                1978289742 03/19/2013                    61.94
               400-651-638      ARCTIC FREEZE               1978289765 03/19/2013                    34.99
               400-651-638      RADIATOR CLEANER(2)         1978289893 03/20/2013                    13.78
               400-651-638      1GAL ANTIFREEZE(2),STOP LEAK 1978289953 03/21/2013                   59.47
               400-651-638      MASTER CYLINDER             1978290064 03/22/2013                    58.89
               400-651-638      MASTER CYLINDER             1978290070 03/22/2013                    58.89
               400-651-638      RTN CREDIT:MASTER CYLINDERS 1978290071 03/22/2013                  -117.78
               400-651-638      BRAKE CLEANER(3),BRAKE QUIET 1978290390 03/25/2013                   14.66
               400-651-638      MASTER CYLINDER             1978290429 03/25/2013                    91.49
               400-651-638      1QT(2) & 5QT MOTOR OIL:#401 1978290499 03/26/2013                    27.47
               400-651-638      1GAL BRAKE FLUID            1978290501 03/26/2013                    19.99
               400-651-638      OIL FILTER:#401             1978290519 03/26/2013                     8.99
               400-651-638      BATTERY:#401                1978290535 03/26/2013                    94.24
               400-651-559      BATTERY CLEANER(2)          1978290597 03/27/2013                     9.19
               400-651-639      FUEL FILTER                 1978290628 03/27/2013                     3.29

400   AUTO TRUCK AND TRAILER PARTS INC  131445 04/16/2013 04/08/2013                       170.35 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-651-638      FILTER(2),EXHAUST FLUID,WRENCH 232572  03/07/2013                    56.35
               400-651-638      5GAL HYD                    232766     03/14/2013                    38.00
               400-651-638      ANTIFRZ(4),PURPLE POWER,FUSES 232906   03/20/2013                    76.00

400   LOWE'S HOME CENTER'S, INC.        131463 04/16/2013 04/09/2013                       355.44 ______________
              Account Number    Description                 Invoice #   Date    P.O.    Amount
               400-651-559      CORDLESS COMBO KIT,BLADE SET 901544    02/27/2013                   223.22
               400-651-585      PERMANENT ASPHALT(6)        902956     03/07/2013                    79.68
               400-651-559      MORTAR MIX(3),CHAIN LOOP    902663     03/12/2013                    45.92
               400-651-559      4PK DURACELL D              913072     03/19/2013                     6.62
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                                         Trans Release   Claim    Claim  Check    Claim
Fund   Name of Claimant                    #    Date     Date     Number Number   Amount    Approved/Disapproved
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400   G&K SERVICES INC                   131485 04/16/2013 04/08/2013                    354.35 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-535      UNIFORMS                   1033355402 03/06/2013                  88.72
                 400-651-535      UNIFORMS                   1033361523 03/13/2013                  90.09
                 400-651-535      UNIFORMS                   1033363606 03/20/2013                  87.77
                 400-651-535      UNIFORMS                   1033365728 03/27/2013                  87.77

400   COMPTON ENGINEERING INC            131486 04/16/2013 04/10/2013                  1,400.00 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-698      FACILITIES PLAN            211-073-10 04/04/2013               1,400.00

400   BAY ICE                            131487 04/16/2013 04/10/2013                     84.80 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-559      REFILL ICE  40 @ .79        504501    03/08/2013                  31.60
                 400-651-559      REFILL ICE  60 @ .79       505104     03/26/2013                  53.20

400   CLEARWATER SOLUTIONS LLC           131491 04/16/2013 04/10/2013                145,083.00 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-698      MAR 2013 OPERATION FEES    GAUTIER004 04/01/2013             145,083.00

400   C SPIRE WIRELESS                   131495 04/16/2013 04/10/2013                    416.33 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-650-605      CELL PHONES                0030759348 03/31/2013                 416.33

400   FUELMAN OF MS                      131500 04/16/2013 04/10/2013                    168.62 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-525      UNL & DSL FUEL             NP37531315 03/25/2013                 168.62

400   FUELMAN OF MS                      131502 04/16/2013 04/10/2013                     66.63 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-525      UNL FUEL                   NP37560730 04/01/2013                  66.63

400   JACKSON COUNTY UTILITY AUTHORITY       131504 04/16/2013 04/10/2013              102,978.00 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-663      APR 2013 TREATMENT CHGS    27468      04/01/2013             102,978.00

400   SINGING RIVER E.P.A.               131521 04/16/2013 04/10/2013                  6,732.32 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-631      LIFT STATIONS    17882     03202013   03/26/2013               2,061.61
                 400-651-631      WATER WELLS      17882     0320213    03/26/2013               3,076.98
                 400-651-631      CITY HALL SOUTH  17882     03202013   03/26/2013               1,593.73

400   SINGING RIVER E.P.A.               131522 04/16/2013 04/10/2013                  2,928.80 ______________
                 Account Number    Description               Invoice #   Date    P.O.   Amount
                 400-651-631      LIFT STNS  17875           03212013   03/27/2013                 202.21
                 400-651-631      LIFT STNS  17884           03212013   03/27/2013               1,166.33
                 400-651-631      LIFT STNS  17883           03212013   03/27/2013               1,377.15
                 400-651-631      WATER WELL 17883           03212013   03/27/2013                 183.11
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Fund  Name of Claimant                   #    Date    Date    Number Number   Amount   Approved/Disapproved
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400  UNITED PARCEL SERVICE             131527 04/16/2013 04/10/2013                    45.18 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-559       NEXT DAY AIR             1YY324053  03/02/2013                     45.18

400  WASTE MANAGEMENT OF MS-GLF COAST INC  131528 04/16/2013 04/10/2013             1,174.78 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-583       ROLLOFF-TIMBERLANE       0567429213 04/01/2013                  1,174.78

400  STAPLES BUSINESS ADVANTAGE DEPT ATL   131534 04/16/2013 04/10/2013               274.30 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-650-500       FILE FOLDER LTR 1/3      3170392039 03/25/2013                    274.30

400  CARD SERVICES                     131538 04/16/2013 04/10/2013                 1,001.36 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-559       EXTRA KEYS               89AJW8     03/13/2013                     10.00
            400-650-559       BUSH BOOKCASE (A/R)      Z566FT     03/20/2013                    192.59
            400-650-500       LANIER TONER,PCU DRUM    WDFVE1     03/25/2013                    722.95
            400-650-500       4 TONER CARTRIDGES       0LKVT0     03/29/2013                     75.81

400  DOLPHIN SAFETY SUPPLY             131553 04/16/2013 04/10/2013                   102.20 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-559       NITRILE GLOVES XL        73134      03/20/2013  130557            102.20

400  HILL MANUFACTURING CO., INC.      131554 04/16/2013 04/10/2013                   576.10 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-638       ENVIRO                   758458-789 03/25/2013  130548            220.00
            400-651-638       HILCO-LUBE               758458-789 03/25/2013  130548            198.00
            400-651-638       PURPLE LUBE              758458-789 03/25/2013  130548            110.00
            400-651-638       FREIGHT                  758458-789 03/25/2013  130548             48.10

400  CONSOLIDATED PIPE & SUPPLY        131556 04/16/2013 04/10/2013                    30.00 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-583       4" 3034 GLUE CAPS        3032335101 04/03/2013  130614             30.00

400  C & M ELECTRIC MOTOR SERVICE, INC.    131557 04/16/2013 04/10/2013             7,917.30 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-584       7.5HP 220V MOTOR (WEST PK LS) 11212 03/28/2013  130547          7,917.30

400  PASCAGOULA TIRE & SERVICE         131559 04/16/2013 04/10/2013                 1,456.72 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-638       BALANCE/LABOR/STEM/DISPOSAL  52967  03/28/2013  130578             96.00
            400-651-638       6 FS TRANSFORCE HT       52967      03/28/2013  130578            870.12
            400-651-638       WEIGHTS/LABOR/STEM/DISPOSAL  52996  03/29/2013  130577             64.00
            400-651-638       4 FS DESTINATION LE      52996      03/29/2013  130577            426.60

400  COVINGTON SALES & SERVICE  INC    131560 04/16/2013 04/10/2013                    66.61 ______________
           Account Number      Description             Invoice #   Date   P.O.     Amount
            400-651-638       STUD 1/2 -13 4.00LG      61445      03/27/2013  130151             16.40
            400-651-638       FREIGHT                  61445      03/27/2013  130151             50.21
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400   COAST CHLORINATOR & PUMP CO., INC.       131561 04/16/2013 04/10/2013                 71.55 ________________
                   Account Number      Description                  Invoice #   Date    P.O.     Amount
                    400-651-667      DPD FREE CHLORINE               55700     03/26/2013  130556            32.00
                    400-651-667      10ML RND GLASS SAMPLE CELL      55700     03/26/2013  130556            39.55

400   STEINER SAW & MOWER                      131573 04/16/2013 04/10/2013                360.00 ________________
                   Account Number      Description                  Invoice #   Date    P.O.     Amount
                    400-651-639      SPINDLES/SPRS 461663            566035    03/25/2013  130572           360.00

FUND TOTAL 400 Claims        to        Checks    28 Total    270,460.53 Manual            Held          Total   270,460.53
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Fund   Name of Claimant                     #     Date     Date    Number  Number    Amount    Approved/Disapproved
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404   DELTA SANITATION OF MS, LLC         131432 04/16/2013 04/05/2013                 80,262.28 _______________
                 Account Number    Description               Invoice #   Date    P.O.    Amount
                  404-677-693     MAR 2013 RES GARBAGE SERV   7390      03/31/2013                 77,212.50
                  404-677-693     MAR 2013 RES CART RENTAL    7390      03/31/2013                  2,840.00
                  404-677-693     MAR 2013 COM CART RENTAL    7390      03/31/2013                    209.78

404   APPLEWHITE IND                      131468 04/16/2013 04/08/2013                    116.00 _______________
                 Account Number    Description               Invoice #   Date    P.O.    Amount
                  404-677-695     MARCH 2013 58.00 @ 2.00     1505      03/31/2013                    116.00

FUND TOTAL 404 Claims        to      Checks     2 Total    80,378.28 Manual            Held            Total    80,378.28
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SUMMARY OF ALL FUNDS

    FUND   1 Claims        to       Checks    66 Total     91,651.71 Manual             Held           Total    91,651.71

    FUND 130 Claims        to       Checks     4 Total     56,523.81 Manual             Held           Total    56,523.81

    FUND 157 Claims        to       Checks     1 Total        404.43 Manual             Held           Total       404.43

    FUND 160 Claims        to       Checks     1 Total      1,386.00 Manual             Held           Total     1,386.00

    FUND 176 Claims        to       Checks     7 Total      3,668.50 Manual             Held           Total     3,668.50

    FUND 400 Claims        to       Checks    28 Total    270,460.53 Manual             Held           Total   270,460.53

    FUND 404 Claims        to       Checks     2 Total     80,378.28 Manual             Held           Total    80,378.28
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                Total for all Funds   Checks   109 Total    504,473.26 Manual             Held           Total   504,473.26
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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 099-2013

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

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

AYES:	Tommy Fortenberry Johnny Jones Hurley Ray Guillotte Gordon Gollott Mary Martin Scott Macfarland Adam Colledge
NAYS:	None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

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

ORDER NUMBER 100-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Council Meeting held April 2, 2013 are hereby approved.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

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

RESOLUTION NUMBER 013-2013
PROCLAMATION
(A Local Emergency)

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

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

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

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

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

RESOLUTION NUMBER 014-2013

WHEREAS, the Gautier Police Department, Gautier Fire Fighters Association and Jackson County 4H Club has requested the Members of the Council of the City of Gautier to provide (in-kind services), digital sign for advertisement, tents, assistance setting up tables and chairs from Gautier Senior Center for the 2nd Annual Gautier Bicycle Safety Rodeo, which is scheduled to be held on May 18, 2013 from 10:00 AM – 2:00 PM at the MGCCC in the North parking lot.

WHEREAS, the Mayor and Council have determined that this event will bring into favorable notice the opportunities, possibilities and resources of the City of Gautier.

NOW, THEREFORE, be it resolved by the Mayor and Members of the Council of the Council of the City of Gautier, MS as follow to-wit:

SECTION 1. That the Cultural Services Department shall provide tents and assist in setting up tables and chairs from Gautier Senior Center.

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

Motion was made by **Mayor Fortenberry,** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Officer Diane Schmid, Crime Prevention Officer

Through: Captain Danny Selover, Gautier PD

Date: April 4, 2013

Subject: 2nd Annual Gautier Bicycle Safety Rodeo

REQUEST:

The Gautier Police Department, Gautier Fire Fighters Association and Jackson County 4H Club are requesting in-kind services such as the use of the digital sign for advertisement and any tents (if any) the city may own. We are also in need of assistance in setting up tables and chairs borrowed from the Gautier Senior Center.

BACKGROUND:

The Gautier Police Department, Gautier Fire Fighters Association and the Jackson County 4-H Club have once again teamed up for our second annual "Gautier Bicycle Safety Rodeo". The event is scheduled for May 18th, 2013 from 10:00 am – 2:00 pm at the MGCCC (Mississippi Gulf Coast Community College) in the North Parking Lot.

DISCUSSION:

All children in our area will be invited and several stations will be set up teaching bicycle safety, repair, the importance of wearing a helmet, rules of the road and more. We will have an obstacle course set up with cones and safety material to hand out. There will also be a station to register their bicycles with the Gautier Police Department using tamper resistant stickers applied to each one.

We considered last year's event a success with over 80 children in attendance and we are working hard to make this event better, possibly even save lives.

RECOMMENDATION:

The Gautier Police Department, Gautier Fire Fighters Association and Jackson County 4H Club recommend that the council approve the use of these in-kind services for the Bicycle Safety Rodeo.

ATTACHMENT(S):

Event flyer

Gautier's 2nd Annual
BICYCLE SAFETY RODEO

Hosted by...
Gautier Police Department
Gautier Fire Fighters Assoc.
Jackson County 4-H Club

Saturday, May 18, 2013 • 10 am - 2pm
MGCCC North Parking Lot

Obstacle Course Training *Bicycle Safety Tips*
Helmet Safety *Bicycle Repair* *First Aid Training*
Bicycle Registration *Helmet Design Station* and More...

All kids invited!
Bring your bicycle and helmet if you can or use ours!
Parents must remain on site with children

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

ORDER NUMBER 101-2013

AN ORDER DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 7301 PINEVIEW DRIVE, GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER TO ABATE THE UNSAFE CONDITIONS OF VACANT STRUCTURES

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of $2,700.00 for the (demolition and removal of a derelict residential structures, considered a menace to the public health, safety, and welfare of the community) located at 7301 Pineview Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier is entitled to an administrative fee of $1,500.00.

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi that a lien of $4,200.00 is hereby placed on the following described property at 7301 Pineview Drive, Gautier, Mississippi.

That certain property listed on the Jackson County land rolls as Lot 91 & 99 Singing River Land, Deed Book 1064 page 516 (95M MAP 771.12-04) TRL #2003433 1979 12 x 66 Fairmore

Name and Address:
Jonathan Palmer
7205 Pineview Drive
Gautier, MS 39553

Parcel Identification Number 87116076.000

IT IS FURTHER ORDERED that said lien is to be satisfied upon the first subsequent sale of the referenced property following passage of this order and the filing of said lien; or by other means as determined by the Mayor and Council to be necessary in order to protect the well-being of the City of Gautier.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

(1) If the governing authority does not declare the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(2) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

LEGAL DESCRIPTION:

This property listed on the land assessment roll more generally described as:

Legal Description:	PIDN 87116076.000 Lots 91 & 99 SINGING RIVER LAND SUBDIVISION Trailer # 2003433 1979 12 x 66 Fairmore Home Deed Book 1604, page 516
Property Address:	7301 Pineview Drive
Owners of Record:	Jonathan Palmer.
Last Known Address:	7205 Pineview Drive Gautier, Mississippi 39553

RECOMMENDATION:

The City of Gautier, Code Enforcement Officer be authorized to place a lien against the property in accordance with the attached ORDER and the provisions set forth pursuant of Mississippi Code Annotated, 1972 § 21-19-11, Cleaning and Clearing of Private Property.

MEMORANDUM

DATE: April 9, 2013

TO: Samantha D. Abell, City Manager

THRU: Patty Huffman, Grants and Projects Manager
Eric Meyer, Planning and Economic Development Director

FROM: Joseph E. Belles, Code Enforcement Officer

SUBJECT: Lien/Council Order Request to Adjudicate Abatement Costs for 7301 Pineview Drive Gautier Mississippi 39553

ISSUE:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the property identified in the legal description below was abated to the satisfaction of the Planning and Economic Development Director and City Manager.

Per the attached invoice from TRI-STAR Demolition Service, who was authorized to demolish all non-compliant structures, remove and dispose of all material, cut back the undergrowth, and clean the property of all trash and debris. The City of Gautier, incurred a cost of $2,700.00 combined with a penalty fee of $1,500.00 equals a sum of $4,200.00.

BACKGROUND:

This property was approved for abatement during a regular scheduled City of Gautier, Council Meeting and public hearing held on March 19, 2013. After considering all comments during the public hearing, the mayor and city council approved the recommendation of staff to abate the property immediately after the statutory 10-day appeal period from the date of Council action and adjournment. The owner also had the right to clean or abate the property on his/her own accord. TRI-STAR Demolition Service completed the property abatement on April 8, 2013, to the satisfaction of the Planning and Economic Development Department.

APPLICABLE LAW:

Mississippi Statute establishes the abatement process for public health, safety and welfare thus:

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

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

ORDER NUMBER 000-2013

AN ORDER DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 7301 PINEVIEW DRIVE GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER TO ABATE THE UNSAFE CONDITIONS OF VACANT STRUCTURES

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of $2,700.00 for the (demolition and removal of a derelict residential structures, considered a menace to the public health, safety, and welfare of the community located at 7301 Pineview Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier is entitled to administrative fee of $1,500.00.

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi that a lien in the amount of $4,200.00 is hereby placed on the following described property at 7301 Pineview Drive Road, Gautier, Mississippi.

> That certain property listed on the Jackson County land rolls as Lots 91 & 99 Singing River Land, Deed Book 1604 page 516 (95M MAP771.12-04) TRL # 2003433 1979 12x 66 Fairmore

Name and Address:

Jonathan Palmer
7205 Pineview Drive
Gautier, Mississippi 39553

Parcel Identification Number 87116076.000

IT IS FURTHER ORDERED that said lien is to be satisfied upon the first subsequent sale of the referenced property following passage of this order and the filing of said lien; or by other means as determined by the Mayor and Council to be to be necessary in order to protect the well-being of the City of Gautier.

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

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

AYES:

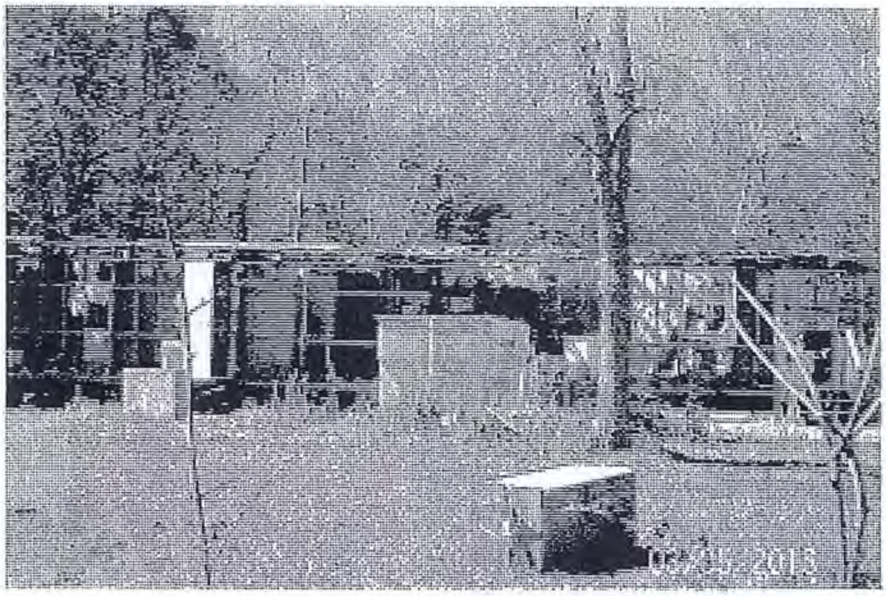
NAYS:

MAYOR

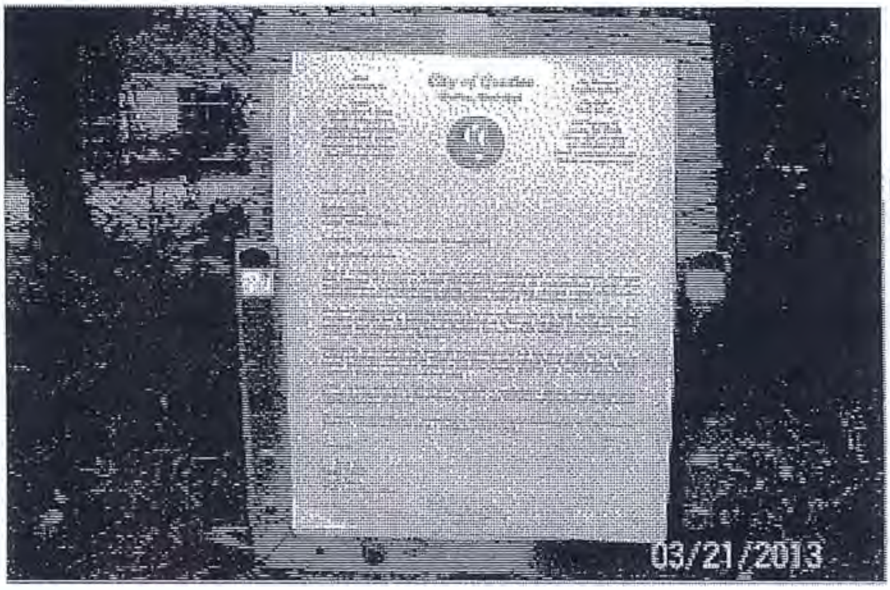
ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.



BEFORE
DEMO



COUNCIL
DECISION
POSTED
AT PROPERTY

04/09/2013

2013

Mayor
Tommy Fortenberry

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

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cindy Russell

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

COPY

mailed 3-20-13
JB

LTR RETURNED 3-27-13 JB

March 20, 2013

Jonathan Palmer
7205 Pineview Drive
Gautier, Mississippi 39553

Reference: 7301 Pineview Drive Gautier, Mississippi 39553

Mr. Palmer,

The City of Gautier, Mayor and City Council held a public hearing on March 19, 2013 pursuant to Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11, concerning the above referenced property. After hearing, comments from staff the mayor and city council found the above referenced property to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Based on the decision of the governing authority, if the owner does not do so by April 2, 2013, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work may include cutting the grass, weeds, removing rubbish, dilapidated fences, dilapidated building, personal property, debris, and draining standing water from the property.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearings. Notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Again, you have until April 2, 2013, to clean the property as specified above and save yourself any additional expenses associated with this abatement process. You also have the right to appeal in the same manner as other appeals from municipal decisions.

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

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

"Nature's Playground!"

Mayor
Tommy Fortenberry

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

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cindy Russell

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

COPY 21JB
POSTED 3-20-13
JB

March 20, 2013

Property Owner
7205 Pineview Drive
Gautier, Mississippi 39553

Reference: 7301 Pineview Drive Gautier, Mississippi 39553

To Whom It May Concern:

The City of Gautier, Mayor and City Council held a public hearing on March 19, 2013 pursuant to Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11, concerning the above referenced property. After hearing, comments from staff the mayor and city council found the above referenced property to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Based on the decision of the governing authority, if the owner does not do so by April 2, 2013, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work may include cutting the grass, weeds, removing rubbish, dilapidated fences, dilapidated building, personal property, debris, and draining standing water from the property.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearings. Notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

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

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

"Nature's Playground!"

TR I-STAR

DEMOLITION SERVICE
228-219-6995

Invoice

DATE: 04/08/2013	040813

Please Remit:
Tri-Star Demolition
3736 Bay Wood Drive
Moss Point, MS 39563

BILL TO:
City of Gautier
Joe Bellas
3305 Gautier-Vancleave Road
Gautier, MS 39553

SERVICE LOCATION:
7301 Pineview Drive
Gautier, Ms 39553

P.O. Number	Project
228-497-8802	Demolition

Service Date	Item	Quantity	Description	Amount
04/08/2013	• Disconnect all utility connections • Demo existing trailer on site • Haul off all debris • Clean lot debris and 2 outbuildings • All salvageable materials, if any, are to become the property of Tri-Star Demolition • Payment Due upon completion	3	Demolition/removal of a manufactured home and two accessory buildings.	$2700.00

TOTAL:	**$2700.00**
BALANCE DUE:	**$2700.00**

THANK YOU
FOR YOUR
BUSINESS!

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

ORDER NUMBER 102-2013

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 loan agreement with M&M Bank in the amount of $84,151.00 for the purchase of a 2013 Ford F550SD 4-door 4X2 Chassis Command Support Apparatus Fire Truck.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

AYES:	Tommy Fortenberry Johnny Jones Hurley Ray Guillotte Gordon Gollott Mary Martin Scott Macfarland Adam Colledge
NAYS:	None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2013.

Cindy Steen

m: m Bank
quote

From:	Leigh Rayburn <leigh.rayburn@mandmbank.com>
Sent:	Monday, April 01, 2013 3:39 PM
To:	csteen@gautier-ms.gov
Subject:	Rate

Cindy,

We would like to offer you a rate of 1.76% on the fire truck for 60 months with your tax exempt letter. Please let us know if there is anything else we can help you with.

Thank you,

Leigh Rayburn

Branch Operations Manager
2235 Hwy 90
Gautier, MS 39553
Ph: (228) 934-1254
Fax: (228) 497-5087
Email: leigh.rayburn@mandmbank.com

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: April 16, 2013

Subject: Loan for the Command/Support Apparatus

REQUEST:

City Council authorization is requested for the City to enter into a loan agreement with M&M Bank in the amount of $84,151.00 for a 2013 Ford F550SD 4-door 4x2 Chassis Command Support Apparatus.

BACKGROUND

This vehicle was put out for bid and awarded to Sunbelt Fire on November 6th, 2012. In accordance with this year's budget we will be making a down payment of $80,000.00 from the Insurance Rebate fund and then financing the remaining $84,151.00 with a loan from M&M Bank for a five (5) year term at 1.76% interest rate.

DISCUSSION

The purchase or this was discussed during the budget process. The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a 5-year loan This was done to minimize impact on the General Fund budget.

RECOMMENDATION:

Based on the interest rates from M&M Bank, City staff recommends that City Council authorize the loan in the amount of $84,151.00.

ATTACHMENT(S):

People's Bank Quote

Cindy Steen

From: David Thompson <dthompson@thepeoples.com>
Sent: Monday, April 08, 2013 4:10 PM
To: csteen@gautier-ms.gov
Subject: RE: 2013 Fire Truck

Cindy,

We can give a tentative bid of 3.95%. Once we have actual bid request showing the actual details and payment plan, we will be able to give a more definitive number.
Thanks,

David

>>> "Cindy Steen" <csteen@gautier-ms.gov> 4/8/2013 1:12 PM >>>

Thanks

From: David Thompson [mailto:dthompson@thepeoples.com]
Sent: Monday, April 08, 2013 11:55 AM
To: csteen@gautier-ms.gov
Subject: 2013 Fire Truck

Cindy,

I have forward your request to Chevis Swetman, President for a quote. He may need some current financial statements before he gives a quote. I'll let you know as soon as I hear.

David

Hancock Bank
Quote

Cindy Steen

From: King, Jonathan <Jonathan.King@hancockbank.com>
Sent: Monday, April 08, 2013 10:36 AM
To: csteen@gautier-ms.gov
Subject: RE: Quote

Cindy,

I am sorry. For some reason I did not receive your previous email. For 5 years, you would be looking at a rate of 2.34%. Annual payment amount would be $18,029.89. Thanks and let me know if y'all want to proceed.

Hancock Bank. WHITNEY

Jonathan King
Municipal Leasing Representative
Assistant Vice President
Hancock Bank
P.O. Box 4019
Gulfport, MS. 39502
Phone#228-563-5709 (ext. 85709)
Cell #228-236-6907
Fax #228-563-5721

From: Cindy Steen [mailto:csteen@gautier-ms.gov]
Sent: Monday, April 08, 2013 10:30 AM
To: King, Jonathan
Subject: FW: Quote

Have you had time to look at this for me yet?

From: Cindy Steen [mailto:csteen@gautier-ms.gov]
Sent: Monday, April 01, 2013 4:20 PM
To: King, Jonathan (Jonathan.King@hancockbank.com)
Subject: Quote

Jonathan,

Can you send me the interest rate on a loan for $84,151.00 for 5 years. This will be payment for a Fire Truck. We are putting a 80,000.00 down payment on it.

Thanks,
Cindy
City of Gautier

****

SunbeltFire
Serving you is our calling.™

6050 McGowin Drive • Fairhope, AL 36532 • Office: 800.642.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

March 27, 2013

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

Dear Ms. Steen,

I would like to thank you again for allowing Sunbelt Fire the privilege of building the premiere fire apparatus in the industry for your department. We take great pride in helping our customers go above and beyond their goals.

It is my pleasure to inform you that your new fire apparatus is well on its way to being completed. As the delivery time approaches, I'd like to review a few items that will speed delivery and ensure a trouble-free transaction.

Since this is a cash transaction, our contract necessitates **payment in full upon delivery and acceptance.** The contract is in the amount of $164,151.00 and is payable to Sunbelt Fire, Inc. You may choose one of the following payment plans:

1. If we deliver your unit to your fire department and acceptance is completed, please give the check to our Sunbelt Sales Representative or Delivery Representative.

2. In advance of delivery, you may forward the check by courier or a bank wire transaction at our expense.

Although your apparatus may still be approximately 30 days from delivery, we are aware that you may need to present the Invoice to your Board or Council well in advance of delivery in order to have payment ready at the time of delivery. It is for this reason that we are issuing the enclosed Invoice. This Invoice is not the Bill of Sale. You will receive a Bill of Sale at the time of delivery or soon thereafter.

Good business practice dictates that we not allow unpaid units to be delivered for two reasons:

> Our insurance carrier has very strict requirements as to exactly what measures we must take to insure minimum exposure. Our dealer plate covers the apparatus while traveling from Ocala, Florida to Fairhope, Alabama and, if we deliver the unit, on to your station. When the unit is physically in your

> fire station, it is out of our direct care, custody, and control, and as such, not covered by our insurance policy. At that time, our dealer-temporary plate must be removed from the vehicles and it becomes uninsured which is a liability that we are not in a position to assume.
>
> Our second concern is the workman's compensation area of coverage. It is essential if your firefighters are being familiarized with the vehicle, the apparatus must be owned and insured by your buying authority. We do not provide any type workman's compensation coverage for your firefighters while being familiarized with the new apparatus. If a firefighter is injured during this session, serious legal questions could arise if any party other than the buying authority owned the vehicle and workman's compensation insurance was not provided.

Should you have any questions or concerns that need to be addressed, please feel free to call our truck administrator, Jan, at 251.928.9917 ext. 120.

In closing, I hope your community will enjoy having this new fire apparatus and trust it will assist in saving lives and property. As always, we appreciate your friendship and business.

Very truly yours,

Slade M. McLendon
Vice President
Sunbelt Fire, Inc.

CC: Chief Ray Friar

SMM/jjj

SunbeltFire
Serving you is our calling.™

8050 McGowin Drive, Fairhope, AL 36532
www.sunbeltfire.com

Invoice

Phone: (800) 642-8484 Fax: (251) 928-9933

Customer ID:

Invoice No. SFEV-1028

Bill To: City of Gautier
3330 Highway 90
Gautier, MS 39553
Attention: Cindy Steen
Phone: 228-497-3158

Ship to: Gautier FD
2502 College Circle
Gautier, MS 39553
Chief Ray Friar
Ship Via: Best Way

Comments

Inv. Date	Sales Account	Territory Manager	Payment Terms	Purchase Order No.
3/27/2013	52720	Curtis Gho	Net upon delivery and acceptance	130153

Qty	Description	Unit Price	Line Total
1.00	Sunbelt Fire 2013 Light Rescue on a Ford F550 Chassis	$ 164,151.00	$ 164,151.00
	SO# SFEV-1028		
	VIN# 1FDOW5GT5DEA70805		

Where tax is calculated at a different rate for materials and labor, include material items above this line; include labor items below this line.

Tax Rate for Materials: 0%
Tax Rate for Labor/Services: 0%

Material Subtotal:	$ 164,151.00
Labor/Service Subtotal:	$ -
Freight F.O.B.	$ -
Material Sales Tax:	$ -
Labor/Service Sales Tax:	$ -
Total	$ 164,151.00

Wire Transfer Information:

Remit to: National Bank of Commerce
P.O. Box 1229
Fairhope, AL 36533

For the Credit of: Sunbelt Fire, Inc.
Account No. 110041035
Routing No. 062206486

PURCHASE ORDER
CITY OF GAUTIER
MISSISSIPPI

251-928-9933

No. : 130153

Req. No 130166
Page 1

T O:
SUNBELT FIRE, INC.
8050 MCGOWIN DRIVE

FAIRHOPE AL 36532 0000
Vendor: 601

S H I P T O:
GAUTIER FIRE DEPT
2502 COLLEGE CIRCLE
GAUTIER, MS 39553

Date Ordered	Date Required	Department
11/ 8/2012	12/ 8/2012	161 FIRE FIGHTING

Quantity	Item Description	Unit Cost	Extension
1.00	SUNBELT FIRE SUPPORT VEHICLE MOUNTED ON A FORD F550SD, 4 DOOR, 4 X 2 CHASIS	159327.0000:EA	159327.00
3.00	50' 12/3 ORANGE 110 VOLT EXTENSION CORDS WITH HOUSEHOLD TYPE CONNECTORS	65.0000:EA	195.00
3.00	CIRCLE D MODEL 164 500 WATT QUARTZ LIGHTS WITH MOUNTING BRACKETS, INSTALLED	328.0000:EA	984.00
1.00	SET OF HURST QUICK STRUTS IN PROTECTIVE CARRYING CASE	1695.0000:EA	1695.00
1.00	FIRECOM 210 INTERCOM SYSTEM CONSISTING OF BASE SYSTEM WITH TWO (2) PTT/INTERCOM PLUG-IN RECEPTACLES AND TWO (2) FIRECOM HEADSETS AND HANGER HOOKS INSTALLED FOR THE	1950.0000:EA	1950.00

CONTINUED ON NEXT FORM **

__ CONFIRMATION __ DO NOT BACK ORDER

VENDOR INSTRUCTIONS:
1. Mail Invoice to: ACCOUNTS PAYABLE P.O. BOX 670 GAUTIER, MS 39553-0670
2. PO # must appear on all invoices and any other corresponding paperwork.
3. Please ship open account, no COD's will be accepted.
4. DO NOT include sales tax, as this merchandise is for use by municipality and consequently not subject thereto.
5. Vendor should mail or deliver merchandise with receiving copy and invoice (PO # includes) to Accounts Payable at above address.
6. Not responsible for restocking fees.

By ______________
(AUTHORIZED SIGNATURE)

ORIGINAL:Vendor Copy YELLOW:Receiving PINK:File Copy GOLD:Dept. Copy

PURCHASE ORDER

CITY OF GAUTIER
MISSISSIPPI

No. : 130153

Req. No 130166
Page 2

TO:
SUNBELT FIRE, INC.
8050 MCGOWIN DRIVE

FAIRHOPE AL 36532 0000
Vendor: 601

SHIP TO:
GAUTIER FIRE DEPT
2502 COLLEGE CIRCLE
GAUTIER, MS 39553

Date Ordered	Date Required	Department
11/ 8/2012	12/ 8/2012	161 FIRE FIGHTING

Quantity	Item Description	Unit Cost	Extension
	DRIVER AND OFFICER OF THE VEHICLE		
		Total :	$164,151.00

__ CONFIRMATION __ DO NOT BACK ORDER

VENDOR INSTRUCTIONS:
1. Mail Invoice to: ACCOUNTS PAYABLE P.O. BOX 670 GAUTIER, MS 39553-0670
2. PO # must appear on all invoices and any other corresponding paperwork.
3. Please ship open account, no COD's will be accepted.
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6. Not responsible for restocking fees.

By ____________________
(AUTHORIZED SIGNATURE)

ORIGINAL:Vendor Copy YELLOW:Receiving PINK:File Copy GOLD:Dept. Copy

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon J. 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

October 10, 2012

TO: Cindy Steem
Purchasing Agent

FROM: Ray Frair
Fire Chief

SUBJECT: New Command/Support Apparatus

Mrs. Steen,

On Tuesday, October 9, 2012, at approximately 10:00 AM in the Gautier City Council Chambers, we received two (2) bids for the advertised Command/Support vehicle for the Gautier Fire Department. The two (2) companies submitting the bids were Sunbelt Fire, Inc. and Rosenbauer Firefighting Technology. The bids received were $159,327.00 from Sunbelt Fire, Inc. and $168,328.00 from Rosenbauer Firefighting Technology.

After reviewing the submitted bids for compliance with advertised specifications, the Gautier Fire Department recommends the contract for this vehicle be awarded to Sunbelt Fire, Inc. We have included four (4) of the optional equipment listed. They are the three (3) 50' 12/3, orange 110 volt extension cords with household type connectors - $195.00, three (3) 500 watt quartz lights - $984.00, one (1) set of Hurst Quick Struts in protective carrying case - $1,695.00 and one FireCom 210 intercom system - $1,950.00. This appears to bring the total cost of the vehicle to $164,151.00.

In accordance with this year's budget, we will be making a down-payment of $80,000.00 from the Insurance Rebate Fund and then financing the remaining $84,151 with a loan with the annual payments coming from the Insurance Rebate Fund. The first annual payment should be in the 2013-2014 budget and the payment will be included in the budget.

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

Respectfully submitted,

RAY FRAIR

xc: Samantha Abell - City Manager

Official Bid Form

Name: City of Gautier
Date: 10/9/2012
Time 10:00 am

We are pleased to submit the following bid for one (1) SFEV LR12 fire apparatus with all items and equipment per published specifications.

$ 159,327^{00} each, (Figure Price), excluding federal, state and local taxes.

The following questionnaire shall be completed by the bidder with the understanding that false or misleading information will be grounds for rejection of your bid.

Delivery shall be made in: 120 Calendar Days after chassis

Bid includes prepaid delivery of the vehicle to: Gautier, MS

Terms of Payment: Net on delivery and acceptance

	YES	NO
Has the bidder taken any exceptions to the specifications?		X
Are all deviations from specifications explained as required by these specifications?	n/a	
Is the required bid bond included with the bid?	X	
Is an original Product Liability Certificate Enclosed which lists the City of Gautier as Certificate Holder?	X	
Has the bidder provided a detailed proposal in compliance with these specifications?	X	
Has the bidder complied with all specified warranties?	X	
Has the bidder provided all EVT certificates as required?	X	

Bidder: Sunbelt Fire, Inc.

Manufacturer Sunbelt Fire, Inc.

Address: 8050 McGowin Drive

City, State, Zip Code Fairhope, AL 36532

Signature: Title: Territory Manager
Curtis Gho

SunbeltFire
Serving you is our [illegible]

8050 McGowin Drive • Fairhope, AL 36532 • Office: 800.842.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

FIRE APPARATUS PROPOSAL

FOR: City of Gautier
3330 Highway 90
Gautier, MS 39553

DATE: October 9, 2012

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for:

One (1) or more Sunbelt Fire Support Vehicle mounted on a Ford F550SD 4-door 4x2 chassis per attached proposal

Total Price 159,327^{00}

A factory trained instructor shall deliver the unit and familiarize department. Proper manuals shall be furnished.

Delivery on the above shall be within 120 calendar days after receipt of chassis, F.O.B. Gautier, MS. The chassis is expected within 90-120 days making actual delivery approximately 210-240 days after receipt of order.

Delivery is subject to delays due to war, fire, labor disputes, strikes, acts of God, government regulations, failure of suppliers to deliver, chassis shortage in the case of commercial chassis, accidents, and other causes beyond our control.

This quotation is good for 30 days. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein. Mississippi Motor Vehicle License Numbers are SFM043, 1243 and 396.

The vehicle proposed will be constructed at Sunbelt Fire, Inc of Fairhope, Alabama. Service and parts are available through Sunbelt Fire, Inc. Service is available from locations in Fairhope, Alabama, Gulfport, and Lexington, Mississippi.

Respectfully submitted,

By: Curtis Gho
Curtis Gho – Territory Manager

SunbeltFire

3	50' 12/3 Orange 110 volt extension cords with household type connectors	$65.00	$195.00
3	Circle D model 164 500 watt quartz lights with mounting brackets, installed	$328.00	$984.00
1	Set of Hurst Quick Struts in protective carrying case	$1,695.00	$1,695.00
1	FireCom 210 intercom system consisting of base system with two (2) PTT/Intercom plug-in receptacles and two (2) FireCom headsets and hanger hooks installed for the driver and officer of the vehicle	$1,950.00	$1,950.00

Motion was made by Mayor Fortenberry, seconded by Councilman Macfarland and unanimously carried to adjourn the meeting until May 7, 2013 at 5:30 PM.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi at the meeting of May 7, 2013.