

**Tuesday
August 4, 2015
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING by the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 4, 2015 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 4, 2015 @ 6:30 P.M.**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Office closed Monday, September 7th in observance of Labor Day.**
- IV. Presentation Agenda**
- V. Public Agenda**
 - 1. Agenda Comments**
- VI. Business Agenda**
 - 1. Order authorizing an amendment to the existing Master Services Agreement for engineering and related services with Brown, Mitchell & Alexander, Inc.**
 - 2. Consideration of an ordinance to adopt a 40 mph speed limit within the designated school zones on Gautier-Vancleave Road.**
 - 3. Order authorizing the submission of an application to the Mississippi Department of Marine Resources for a Mississippi Gulf Coast National Heritage Area Grant for the former Gautier Colored School.**

4. Order authorizing the acceptance of a monetary donation from Gautier Pride for the Mississippi Department of Archives and History Certified Local Government Grant Match.
5. Order authorizing the acceptance of a monetary donation from Gautier Pride for the Mississippi Department of Archives and History Community Heritage Preservation Grant Match.
6. Order approving Amendment #13 to the City of Gautier Health Plan.
7. Consideration of a comprehensive amendment to the Unified Development Ordinance (City Initiated) GPC Case #15-08-UDO.
8. Order authorizing the extension of a professional services agreement for an additional year with Professional Probation Services, Inc. for Municipal Court.
9. Order approving Docket of Claims.

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

1. Resolution approving a Lien/Council request to adjudicate private property cleanup costs in the amount of \$13,312.00 at 1619 Mary Ann Drive, Gautier, MS. Pelfresne W. Villa Venice (B&B), owner.
2. Order accepting a Certificate of Attendance from the Mississippi Municipal Court Clerk Association Summer Seminar June 22-23, 2015 for Donna Davis, Municipal Court Clerk.
3. Order approving minutes from Recessed Council Meeting held July 21st and Budget Work Session July 28th.

STUDY AGENDA

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

Recess until August 11, 2015 @ 6:00 P.M.

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Miss. Code Ann. § 3-3-7 (Copy w/ Cite)

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Miss. Code Ann. § 3-3-7

MISSISSIPPI CODE OF 1972

*** Current through the 2014 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 3. STATE SOVEREIGNTY, JURISDICTION AND HOLIDAYS CHAPTER 3. STATE BOUNDARIES, HOLIDAYS, AND STATE EMBLEMS

Miss. Code Ann. § 3-3-7 (2015)

§ 3-3-7. Legal holidays

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); **the first Monday of September (Labor Day)**; the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school

band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

HISTORY: SOURCES: Codes, 1880, § 1132; 1892, § 3514; 1906, § 4011; Hemingway's 1917, § 2045; 1930, § 5024; 1942, § 5946; Laws, 1924, ch. 343; Laws, 1940, ch. 138; Laws, 1948, ch. 365; Laws, 1966, ch. 563, § 1; Laws, 1970, ch. 460, § 1; Laws, 1987, ch. 301; Laws, 1987, ch. 398; Laws, 1988, ch. 566; Laws, 1993, ch. 301, § 1; Laws, 1997, ch. 339, § 1; Laws, 2011, ch. 491, § 1, eff from and after July 1, 2011.

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Councilwoman Martin made the motion to revise the business agenda order to move Business item #7 - Consideration of a comprehensive amendment to the Unified Development Ordinance (City Initiated) GPC Case #15-08-UDO. To Business item #1. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to remand the UDO amendments to go back to the Gautier Planning Commission for further consideration and give the council further opportunity to evaluate the current proposed changes. **Councilman Guillotte** seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 139-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amended existing Master Services Agreement for engineering and related services with Brown, Mitchell & Alexander, Inc. is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Jeremy Thames, Cultural Services Director
Date: July 29, 2015
Subject: Amended Master Services Agreement for Engineering and Related Services- Brown, Mitchell & Alexander, Inc.

REQUEST:

The Cultural Services Department requests authorization to amend the existing Master Services Agreement with Brown, Mitchell & Alexander, Inc. to perform engineering and related services as requested by the City from time to time based on individual work orders.

BACKGROUND:

The City of Gautier has occasional needs for professional services such as environmental services, drafting, and structural services. The firm of Brown, Mitchell & Alexander, Inc. was approved to provide these services on an “as needed” hourly basis for a total amount not to exceed \$25,000.00. The period of service was for three years from the original date of execution, or as amended by the City and the firm.

DISCUSSION:

The Cultural Services Department requests an increase of \$25,000 for the not to exceed amount for the prior approved Master Services Agreement. This increase would be used to cover the costs of additional professional services for projects such as the Graveline Bayou pier. The professional services for the Graveline Bayou pier project will be reimbursed through Tidelands funding.

RECOMMENDATION:

City staff recommends that City Council authorize increasing the not to exceed amount by \$25,000 for the Master Services Agreement with Brown, Mitchell & Alexander, Inc. for engineering and related services as outlined above.

The City Council may:

1. Authorize amending the professional services agreement with Brown, Mitchell & Alexander, Inc. as presented, or
2. Authorize amending the professional services agreement with Brown, Mitchell & Alexander, Inc. with changes, or
3. Disapprove amending the professional services agreement.

ATTACHMENT(S):

Brown, Mitchell & Alexander Professional Services Agreement (Amended)



AMENDMENT NO. 1

To the Standard Form of Agreement for Design Services

between

City of Gautier, Mississippi
&
Brown, Mitchell & Alexander, Inc.

Master Services Agreement

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 18th day of February, 2014 between the City of Gautier (Owner) and Brown, Mitchell & Alexander, Inc. (Engineer), providing for Professional Engineering Services for engineering and related tasks as outlined in individual work orders. The scope of the Agreement is amended or supplemented as indicated below:

1. EXHIBIT C, ARTICLE 2 – PAYMENTS TO THE ENGINEER
C2.01.3: Increase not-to-exceed budget by \$25,000.00

Total revised contract amount due to above addition is **\$50,000.00 hourly not-to-exceed.**

This AMENDMENT 1 is hereby made a part of and incorporated into the original Agreement, dated February 18, 2014 as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this ____ day of _____, 2015.

OWNER:
City of Gautier

Samantha Abell
City Manager

Address for giving notice:
3330 Highway 90
Gautier, MS 39553

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Dax Alexander
Dax Alexander, P.E.
President

521 34th Street
Gulfport, MS 39507

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**CITY OF GAUTIER
MASTER SERVICES AGREEMENT**

WORK AUTHORIZATION NO. 3 FOR PROFESSIONAL SERVICES

New Fishing Pier at Graveline Bayou

It is agreed to undertake the following work in accordance with the provisions of our Master Services Agreement 2014–2017 for Professional Services dated February 18, 2014.

DESCRIPTION OF ASSIGNMENT

The scope of work is generally described as preliminary engineering and permit application coordination for a proposed Fishing Pier at Graveline Bayou. Specific services include:

1. Preliminary Engineering

- Site visit to similar piers along Mississippi Coast;
- Conceptual development of pier length and sections;
- Develop preliminary opinion of probable construction costs;
- Conceptual electrical design for solar powered lights; and
- Attend two (2) meetings with City of Gautier to discuss details.

Fee Hourly, Not to Exceed \$6,200.00

2. Permit Application

- Prepare joint DMR/COE permit application for construction of fishing pier.

Fee Hourly, Not to Exceed \$5,000.00

BASIS OF COMPENSATION

- A. The Owner shall compensate the Consultant on a per hour basis in accordance with Attachment A of the Master Services Agreement (BMA's Standard Hourly Rates) for basic services provided with a cost not to exceed \$11,200.00. Reimbursable expenses are in addition to fees for services and will be billed accordingly. All conditions provided in the Master Services Agreement shall pertain to this Work Authorization.
- B. Invoices are submitted monthly and payment shall be made upon receipt of and in accordance with BMA's itemized invoice. Payment not received within 45 days of the invoice date will be considered delinquent and finance charges will be assessed.

Agreed as to the scope of services and compensation.

CITY OF GAUTIER:

BY: _____

DATE: _____

BROWN, MITCHELL & ALEXANDER, INC.

BY: Dax Alexander

DATE: 7/31/15

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

ORDER NUMBER 140-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the ordinance amending the Code of Ordinances Chapter 14 Motor Vehicles and Traffic relating to the speed limit on Gautier-Vancleave Road within a school zone 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 Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **Hurley Ray Guillotte**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

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

ORDINANCE NUMBER 225-2015

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING THE CODE OF ORDINANCES CHAPTER 14 MOTOR VEHICLES AND TRAFFIC RELATING TO THE SPEED LIMIT ON GAUTIER-VANCLEAVE ROAD WITHIN A SCHOOL ZONE; PROVIDING FOR SEVERABILITY; AND EFFECTIVE AFTER 30 DAYS.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE AMENDED ~~UNIFIED—DEVELOPMENT~~ ORDINANCE CODE OF ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:

Section 1. Authority & Intent

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated.
- B. The Gautier Police Department has concluded a safety study and finds the need to amend the school zone speed limit as set by ordinance for the purpose of ensuring public safety.

Section 2. Adoption of Revised Code of Ordinances Chapter 14

City of Gautier hereby adopts the attached Amended ~~Unified Development~~ Ordinance to be incorporated into the City of Gautier's Code of Ordinances.

Section 3. Conflicts

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

Section 4. Severability

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

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Chapter 14 - MOTOR VEHICLES AND TRAFFIC

FOOTNOTE(S):

⁽²³⁾ **Cross reference**— Vehicles for hire, Ch. 19; zoning regulations for off-street automobile and vehicle parking and loading, App. A, Art. IV.

⁽²³⁾ **State Law reference**— Authority of municipalities to adopt traffic regulations not in conflict with state law, Miss. Code 1972, § 63-3-209; powers of municipalities specified, § 63-3-211.

ARTICLE I. - IN GENERAL

Sec. 14-1. - Speed limits.

(a)

The following speed limits shall be posted on streets and roads defined herein:

Street Name	Locations	Set Speed Limit mph
De La Point Drive	Entire length	30
Dolphin Road	Entire length	30
Gautier-Vancleave Road	From Old Spanish Tr Northbound to U.S. 90	30
Gautier-Vancleave Road	From U.S. 90 Northbound to Valleywood	35
Gautier-Vancleave Road	From Valleywood Drive North to the city limits	40

Gautier-Vancleave Road	From Valleywood Northbound to Martin Bluff	40
Gautier-Vancleave Road	From Martin Bluff Southbound to Dolphin	40
Gautier-Vancleave Road	From Dolphin Southbound to U.S. 90	35
Gautier-Vancleave Road	From U.S. 90 Southbound to Old Spanish Trail	30
Gautier-Vancleave Road	From Martin Bluff Road to the northern city limit	55
Graveline Road	Entire length	30
Ladnier Road	From U.S. 90 Southbound to Graveline	30
Ladnier Road	From Graveline Northbound to U.S. 90	30
Oak Street	From O'Neal Street North to its terminus	15
Old Spanish Trail	From Graveline Westbound to Gautier/Vanc	30
Old Spanish Trail	From Gautier-Vanc Westbound to Beasley	40
Old Spanish Trail	From Beasley Eastbound to Gautier-Vancleave	40

Old Spanish Trail	From Gautier-Vanc Eastbound to Graveline	30
School Zone Speed Limit on De La Pointe	Gautier Elementary	25
School Zone Speed Limit on Ladnier Road	College Park Elementary	15
School Zone Speed Limit on Old Spanish Trail	Gautier Elementary	15
School Zone Speed Limit on Graveline Road	Gautier Junior High	15
School Zone Speed Limit on Gautier-Vancleave Road	Singing River Elementary	25 <u>40</u>
School Zone Speed Limit on Gautier-Vancleave Road	Gautier High School	25 40

(b)

The speed limit on all streets within the City of Gautier, not otherwise designated, shall be set at twenty-five (25) miles per hour; and

(c)

The city manager or his designee is hereby authorized to place twenty-five-mph speed limit signs on all streets not otherwise designated, where in his determination, such signs are necessary to assure public safety and well-being.

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

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

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

NAYS: **Hurley Ray Guillotte**

Adopted: **August 4, 2015**

Gordon Gollott, Mayor

Attest:

Approved as to form and legal sufficiency:

Cindy Russell, City Clerk

Josh Danos, City Attorney

**CITY OF GAUTIER
MEMORANDUM**

TO: Mayor and City Council

FROM: Dante Elbin *DET*
Chief of Police

THRU: Samantha Abell
City Manager

DATE: July 27, 2015

SUBJECT: Traffic Study (Gautier-Vancleave Road School Zone)

REQUEST:

The Gautier Police Department is seeking authorization from the City Council to adopt the 40 mph speed within the designated school zones on Gautier-Vancleave road.

BACKGROUND:

The Gautier Police Department received numerous complaints concerning the traffic congestion on Gautier-Vancleave Road during the morning rush hour traffic. The complaints prompted the department to launch a (temporary) traffic study concerning the Gautier-Vancleave Road school zone in April, 2015.

DISCUSSION:

The Gautier Police Department has sought opinions from the Attorney General and reviewed Mississippi State Statute as it relates to changing speed zones within a municipality. We have attached a copy of Mississippi State Statute (63-3-511), (63-3-515), (63-3-305) and Attorney General opinion (2000-0565).

RECOMMENDATION:

The City Council adopt by order to increase the Gautier-Vancleave school zone from 25 mph to the proposed 40 mph.

ATTACHMENTS:

Traffic Study

Gautier Police Department

Captain Vincent Nicholson

On 4/21/2015, The Gautier Police Department launched a (temporary) traffic study concerning the Gautier-Vancleave school zone. The study lasted for 27 actual school days, and concluded when students were dismissed for the summer on May 27th. The Gautier Police Department was interested in researching an alternative way to create a more efficient zone for travelers within the area. The speed zone was changed from 25 to 40 miles per hour. There are several questions we considered during this study:

1. Does increased speed lower safety for children, school staff, and all motorists that pass through the affected area?
2. How can the traffic be more free flowing and efficient?
3. Are there any current or future walkers to and from the zone?
4. Are the flashing yellow lights required by law?
5. Who has the right to modify speed limits in a school zone?
6. What is the difference in fines for a school zone speeding violation in relation to not having the school zone in place?
7. What is the public opinion of the traffic study?

The School Zone is approximately .6 miles long on Gautier-Vancleave road. It spans from Rolling Meadows Drive to Indian Point Road. The zone is considered active two (2) times a day, (7:00 - 8:00 a.m. & 2:00 - 3:40 p.m.) Monday - Friday, while school is in session. The speed limit is 40 mph on Gautier-Vancleave Road. The school zone was set at 25 mph. This zone was designed for Gautier High School and Singing River Academy, however neither school is close to the main thoroughfare of Gautier-Vancleave Road. The closest school would be Singing River Academy, which is .11 miles from the Gautier-Vancleave Roadway.

There are no students walking to and from either school. Since the study began we have noticed the flow of traffic (within the school zone area) has become more efficient and timely (no accidents have occurred in relation to the raised mile per hour). When the school zone was posted at 25 mph we had regular congestion in the southbound lane due to citizens traveling to work, school and the college.

The 40 mph school zone is being monitored by police officers to insure safety. Officers are required to remain in the area during school zone hours and are strictly enforcing the 40 mph zone. The Gautier Municipal Court has a set fine for speeders within a school zone of \$247.00, the standard fine for speeding (1-9 over the posted limit) is \$197.00. Citizens are alerted of the school zone by use of school zone signs and flashing yellow lights.



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



Gautier Police Department

Captain Vincent Nicholson

The lights are not required by law, but are used to insure safety and warn motorist a school zone is active in the area. Mississippi State Statute (63-3-305) states flashing lights are at the discretion of the local government. It is only required that any signs used be in compliance with Mississippi Department of Transportation State Manual Standards. Mississippi State Statute (63-3-511) states that local government has the authority to modify speed limits of a school zone. Mississippi State Statute (63-5-511) also states the school zone cannot be less than 15 mph or higher than 55 mph. I have attached a copy of the governing laws and Mississippi Attorney General's opinion if additional information is required.

I would recommend that the school zone remain at 40 miles per hour. At the conclusion of this study, it is evident that the increase has eased the congestion issues that have plagued the area for many years. There is no evidence that the increase has negatively impacted public safety. I have attached testimonials from several citizens who favor the change, and the Gautier Police Department also posted the issue on Facebook for citizens to have a say. There are two separate postings on Facebook. Collectively a majority of replies to the posting were in support of the speed limit change. My conclusion is that the majority of the citizens that commented find the change acceptable.

Respectfully:

Captain Vincent Nicholson

Captain Vincent Nicholson
Gautier Traffic Captain



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



§ 63-3-511. Modification of speed limits by local authorities; establishment of speed limits upon roads of correctional facilities; modification of local limits to conform to lower limits established by state highway commission

Whenever local authorities, including boards of supervisors, within their respective jurisdictions, determine upon the basis of an engineering and traffic investigation that the speed permitted under this article on any street, or any county road or any portion thereof, or at any intersection is greater than is reasonable or safe under conditions found to exist upon such street, or any county road or any portion thereof, or at such intersection, such local authorities shall determine and declare, by ordinance, a reasonable and safe speed limit, which shall be effective when appropriate signs giving notice thereof are erected on such street, or any county road or any portion thereof, or at such intersection, or upon the approaches thereto. However, no speed limit shall be fixed by any such local authorities at less than fifteen (15) miles per hour.

The Commissioner of Corrections is authorized to establish by regulation reasonable and safe speed limits upon the roads of the correctional facilities under his jurisdiction which shall be effective when appropriate signs giving notice thereof are erected. Speed limits may be based upon road or traffic conditions or upon security considerations.

Provided, however, that whenever the State Highway Commission shall, pursuant to Section 63-3-503, lower the maximum speed limit in response to federal laws, regulations or guidelines for purposes of energy conservation, local authorities, including boards of supervisors, shall immediately lower maximum speed limits on local highways, not to exceed a maximum speed of fifty-five (55) miles per hour.

HISTORY: SOURCES: Codes, 1942, § 8177; Laws, 1938, ch. 200; Laws, 1948, ch. 328, § 2; Laws, 1956, ch. 397; Laws, 1960, ch. 208; Laws, 1974, ch. 321; Laws, 1986, ch. 485, § 2, eff from and after passage (approved April 15, 1986).

Miss. Code Ann. § 63-3-511

§ 63-3-515. Speed limits near schools and churches, upon levees and causeways, and in other designated special zones

The boards of supervisors of counties and the governing authorities of municipalities are hereby authorized to adopt by order or resolution and to enforce within their respective territorial boundaries the maximum legal rate of speed at which a motor vehicle may be run or operated along any public street, road, highway (except state-maintained highways), or portion thereof in the vicinity of schools and churches, upon levees and causeways and in other special zones which the board or governing authorities may designate. The rate of speed so established shall be determined upon the basis of an engineering and traffic study. The order or resolution setting such speed limits may provide that such limits are only effective during specified times of the day, days of the week and months of the year.

HISTORY: SOURCES: Codes, Hemingway's 1917, § 5776; 1930, § 5570; 1942, § 8060; Laws, 1916, ch. 116; Laws, 1986, ch. 353, eff from and after July 1, 1986.

Miss. Code Ann. § 63-3-515

2000 WL 1511936 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 2000-0565

September 29, 2000

Re: Municipal Authority Regarding Speed Limits and Traffic Control Devices

Malcolm F. Jones
City Attorney
Post Office Drawer 368
Pass Christian, Mississippi 39571-0368

Dear Mr. Jones:

Attorney General Mike Moore has received your request for an official opinion and has assigned it to me for research and response. Your letter states as follows:

I am the City Attorney for the City of Pass Christian. Please provide a written Opinion on the following questions:

1. Can the City set a speed limit of less than 15 mph in the vicinity of schools or special zones, e.g. near Small Craft Harbor? In reference to this question, please review MCA Section 63-3-511 and MCA 63-3-315.
2. Is the City required to follow the State Manual concerning specifications for traffic control devices to determine the location of devices, such as stop signs? Or, is the City required to follow the Manual only as it pertains to the specifications for the size, shape, color, and content of the signs? In reference to this question, please refer to MCA Section 63-3-305.

Your questions will be answered in the order in which they were presented.

1. Section 63-3-511 reads, in pertinent part, as follows:

Whenever local authorities. . . within their respective jurisdictions, determine upon the basis of an engineering and traffic investigation that the speed permitted under this article on any street. . . or at any intersection is greater than is reasonably safe under conditions found to exist upon such street. . . or at such intersection, such local authorities shall determine and declare, by ordinance, a reasonable and safe speed limit, which shall be effective when appropriate signs giving notice thereof are erected on such street. . . or at such intersection, or upon the approaches thereto. However, no speed limit shall be fixed by any such local authorities at less than fifteen (15) miles per hour.

But, Section **63-3-515** provides that:

The boards of supervisors of counties and the governing authorities of municipalities are hereby authorized to adopt by order or resolution and to enforce within their respective territorial boundaries the maximum legal rate of speed at which a motor vehicle may be run or operated along any public street, road, highway (except state-maintained highways), or portion thereof in the vicinity of schools and churches, upon levees and causeways and in other special zones

which the board or governing authorities may designate. The rate of speed so established shall be determined upon the basis of an engineering and traffic study. The order or resolution setting such speed limits may provide that such limits are only effective during specific times of the day, days of the week and months of the year.

Reading Section 63-3-511 in *pari materia* with Section **63-3-515**, it appears that the intent of the Legislature was to ensure that no municipality or county established any generally applicable speed limit or zone at less than fifteen (15) miles per hour. All prerequisites, including traffic and engineering studies, must be performed prior to the enactment of an ordinance establishing a "special zone" speed limit.

2. Section 63-3-305 reads:

Local authorities in their respective jurisdictions shall place and maintain such traffic control devices up highways under their jurisdiction as they may deem necessary to indicate and to carry out the provisions of this chapter or provisions of local traffic ordinances, or to regulate, warn, or guide traffic. All such traffic-control devices hereafter erected shall conform to the state manual and specifications.

Local authorities in exercising those functions referred to in the preceding paragraph shall be subject to the direction and control of the state highway commission.

Our office interprets this section to place the duty upon local authorities to determine the necessity of traffic control devices on streets within their jurisdiction, and to determine the placement of same in conformity with state rules. The only exception to this would be highways which may be located within the boundaries of the local government, but which are under the jurisdiction of the of the commissioner of public safety and the state highway commission pursuant to Section 63-3-303. To ensure uniformity, all such traffic control devices erected by governing authorities must meet the specifications set forth in the state manual.

If our office may be of further assistance, please advise.

Sincerely,

Mike Moore
Attorney General

Heather P. Wagner
Special Assistant Attorney General

END OF DOCUMENT

Link:

<http://weblinks.westlaw.com/result/default.aspx?action=Search&cfid=1&cnt=DOC&db=MS%2DAG&eq=search&fmqv=c&fn=%5Ftop&method=WIN&n=1&origin=Search&query=63%2D3%2D515&rlt=CLID%5FQRYRLT23191729612&rltdb=CLID%5FDB52863629612&rti=1&rp=%2Fsearch%2Fdefault%2Ewl&rs=WEBL2%2E92&service=Search&sp=msag%2D1000&srch=TRUE&ss=CNT&sskey=CLID%5FSSA90879629612&vr=2%2EO>

Vincent Nicholson

Gautier Residents:

The City of Gautier is currently conducting a study of the school zone area at Gautier Vancleave Roadway. This study is an attempt to ease the traffic congestion during school zone hours, and includes an increase in the posted speed from 25 to 40 mph. Please continue to drive safely, and If any questions please feel free to contact the Gautier Police Department at 228-497-2486.

Thank you

Captain Vincent Nicholson
City of Gautier Police
3329 hwy 90
Gautier, Ms 39553
Office-228-497-7518
Cell-228-219-3845
Fax-228-497-8018

Vincent Nicholson

From: Mark Rodriguez <mrodriguez@gautier-ms.gov>
Sent: Monday, April 27, 2015 2:54 PM
To: vnicholson@gautier-ms.gov
Subject: FW: School Zone

From: Pam Rone [mailto:prone@psd.ms]
Sent: Monday, April 27, 2015 12:04 PM
To: mrodriguez@gautier-ms.gov
Subject: School Zone

Mr. Rodriguez,
Since Singing River Academy does not have any walkers or bike riders to and from school, I do not see any issue with maintaining the 40 mph in school zones. I appreciate you providing us the opportunity to voice our thoughts and concerns.

Pamela W. Rone
Singing River Academy
Principal
522-8835

Vincent Nicholson

From: Sergeant Mark Rodriguez <mrodriguez@gautier-ms.gov>
Sent: Friday, April 24, 2015 5:27 PM
To: Chief Dante Elbin
Cc: Vincent Nicholson
Subject: Fwd: School zone speed limit

Sent from my personalized C Spire Galaxy S 4

----- Original message -----

From: Cynthia Ware
Date: 04/24/2015 15:14 (GMT-06:00)
To: mrodriguez@gautier-ms.gov
Subject: School zone speed limit

Sergeant Rodriguez -

I think the school zone speed limit change is working great. Everyone seems to be catching on.
Thank you very much.

--

Cynthia L. Ware
Assistant Principal
Gautier High School
(228) 522-8784

Vincent Nicholson

From: Sergeant Mark Rodriguez <mrodriguez@gautier-ms.gov>
Sent: Friday, May 01, 2015 2:41 PM
To: Vincent Nicholson
Cc: Chief Dante Elbin
Subject: Fwd: 40 MPH School Speed Zone

Sent from my personalized C Spire Galaxy S 4

----- Original message -----

From: "Stephanie L. Brown"
Date: 05/01/2015 12:09 (GMT-06:00)
To: Mrodriguez@gautier-ms.gov
Subject: 40 MPH School Speed Zone

I love it! The traffic flow is much better...when people actually pay attention to the new speed limit. :) I think this was a great change!
Thank you very much!

--

Stephanie Brown
Guidance Counselor
TST Chair
Gautier Middle School
slbrown@psd.ms
(228) 522-8806

Vincent Nicholson

From: Sergeant Mark Rodriguez <mrodriguez@gautier-ms.gov>
Sent: Friday, May 01, 2015 8:35 AM
To: Vincent Nicholson
Cc: Chief Dante Elbin
Subject: Fwd: 40 mph School Zone

Sent from my personalized C Spire Galaxy S 4

----- Original message -----

From: Stacy Lawrence
Date: 05/01/2015 08:10 (GMT-06:00)
To: Mrodriguez@gautier-ms.gov
Subject: 40 mph School Zone

I have been traveling the Gautier-Vancleave Road school zone for 10 years and I am glad to see the 40 MPH limit. I have actually been making it to work on time after dropping off my kids at 3 different schools. Traffic is smoother. Hats off to Gautier PD for changing this!

Stacy Lawrence, M.Ed., ICT2, IC3
Gautier Middle School
1920 Graveline Rd.
Gautier, MS 39553
228-522-8806

“Education is the most powerful weapon which you can use to change the world.”
-Nelson Mandela

Vincent Nicholson

From: Mark Rodriguez <mrodriguez@gautier-ms.gov>
Sent: Tuesday, April 28, 2015 1:34 PM
To: vnicholson@gautier-ms.gov
Subject: FW: School Zone

From: kayla graham [mailto:kaylamgraham@yahoo.com]
Sent: Tuesday, April 28, 2015 12:57 PM
To: mrodriguez@gautier-ms.gov
Subject: School Zone

I just would like to tell you how happy I am that the school zone speed has changed on Gautier Vancleave Rd. For those of us that live in north Gautier that have to get down to Hwy. 90 in the mornings this change is an absolute blessing. I for one drive a carpool for kids that live in Hickory Hills and have to go to the middle school this change has allowed us to not have nearly as much trouble with having the traffic backed up every morning and are able to get to school in plenty of time. Everything just seems to flow much easier now.

Thank you
Kayla Sutherland



Published by Mateo Hoggan (2) April 24

Why the traffic study for the Gautier Vancleave School Zone?

The speed limit is 40 mph on Gautier Vancleave Road, with the average speed of 45-50 mph when there is no officer present to enforce the limit. The problems and complaints stem from the traffic flow from the north, traveling south from Vancleave, the interstate and North Gautier. Most of these people are trying to get to work, school or college during the morning rush hour. The issue arises when all the traffic is funneled into a 25 mph school zone that is just short of a quarter of a mile long. The school zone lights turn on at 7 a.m. and turn off at 8 a.m. slowing traffic by 38% from 40 mph to 25 mph. During this one hour period of time, traffic is significantly backing up on this main thoroughfare due to the doubling of the traffic volume and the abrupt reduction in speed. I believe that if you remove the speed reduction of this school zone it will allow for a greater number of vehicles to pass through this portion of Gautier Vancleave Road in less time, thus reducing the traffic congestion that we experience every morning. By allowing the school zone flashing lights to remain in operation from 7 a.m. until 8 a.m., during this school zone period, it will remind drivers to be cognizant that there are children traveling to and from the schools located in this area, while allowing vehicles to flow at our normal posted speed. Even though the speed in this zone has increased, it is still considered a school zone, and increased penalties for violations in a school zone will still apply.

Please remember, this is only a trial period and is subject to change pending the final recommendation by our city council.

Thank you.

Dante Elbin
Chief of Police
City of Gautier, MS
(Office) 228-497-2486
delbin@gautier-ms.gov

471 people reached

Settings Help ▾

Promote

THIS WEEK

11
Page Likes

1,683
Post Reach

Recent

2015

2014

2013

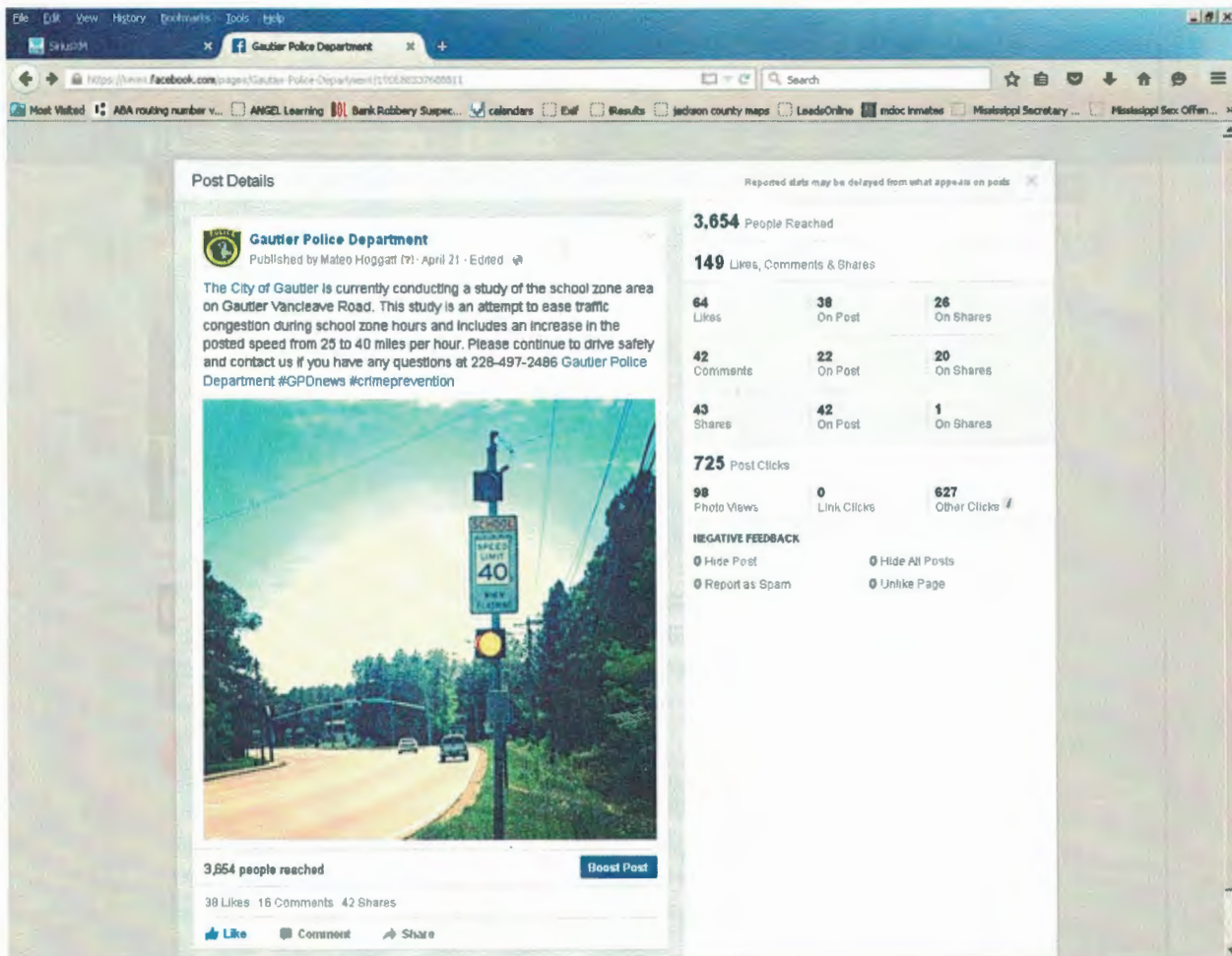
2017

2011

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ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING THE CODE OF ORDINANCES CHAPTER 14 MOTOR VEHICLES AND TRAFFIC RELATING TO THE SPEED LIMIT ON GAUTIER-VANCLEAVE ROAD WITHIN A SCHOOL ZONE; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE AMENDED UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:

Section 1. Authority & Intent

A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated.

B. The Gautier Police Department has concluded a safety study and finds the need to amend the speed limit as set by ordinance for the purpose of ensuring public safety.

Section 2. Adoption of Revised Code of Ordinances Chapter 14

City of Gautier hereby adopts the attached Amended Unified Development Ordinance to be incorporated into the City of Gautier's Code of Ordinances.

Section 3. Conflicts

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

Section 4. Severability

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

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Chapter 14 - MOTOR VEHICLES AND TRAFFIC

FOOTNOTE(S):

⁽²³⁾ **Cross reference**— Vehicles for hire, Ch. 19; zoning regulations for off-street automobile and vehicle parking and loading, App. A, Art. IV.

⁽²³⁾ **State Law reference**— Authority of municipalities to adopt traffic regulations not in conflict with state law, Miss. Code 1972, § 63-3-209; powers of municipalities specified, § 63-3-211.

ARTICLE I. - IN GENERAL

Sec. 14-1. - Speed limits.

(a)

The following speed limits shall be posted on streets and roads defined herein:

Street Name	Locations	Set Speed Limit mph
De La Point Drive	Entire length	30
Dolphin Road	Entire length	30

Gautier-Vancleave Road	From Old Spanish Tr Northbound to U.S. 90	30
Gautier-Vancleave Road	From U.S. 90 Northbound to Valleywood	35
Gautier-Vancleave Road	From Valleywood Drive North to the city limits	40
Gautier-Vancleave Road	From Valleywood Northbound to Martin Bluff	40
Gautier-Vancleave Road	From Martin Bluff Southbound to Dolphin	40
Gautier-Vancleave Road	From Dolphin Southbound to U.S. 90	35
Gautier-Vancleave Road	From U.S. 90 Southbound to Old Spanish Trail	30
Gautier-Vancleave Road	From Martin Bluff Road to the northern city limit	55
Graveline Road	Entire length	30
Ladnier Road	From U.S. 90 Southbound to Graveline	30
Ladnier Road	From Graveline Northbound to U.S. 90	30
Oak Street	From O'Neal Street North to its terminus	15

Old Spanish Trail	From Graveline Westbound to Gautier/Vanc	30
Old Spanish Trail	From Gautier-Vanc Westbound to Beasley	40
Old Spanish Trail	From Beasley Eastbound to Gautier-Vancleave	40
Old Spanish Trail	From Gautier-Vanc Eastbound to Graveline	30
School Zone Speed Limit on De La Pointe	Gautier Elementary	25
School Zone Speed Limit on Ladnier Road	College Park Elementary	15
School Zone Speed Limit on Old Spanish Trail	Gautier Elementary	15
School Zone Speed Limit on Graveline Road	Gautier Junior High	15
School Zone Speed Limit on Gautier-Vancleave Road	Singing River Elementary	25 <u>40</u>
School Zone Speed Limit on Gautier-Vancleave Road	Gautier High School	25 40

51 (b)

52 The speed limit on all streets within the City of Gautier, not otherwise designated, shall be set
53 at twenty-five (25) miles per hour; and

54 (c)

The city manager or his designee is hereby authorized to place twenty-five-mph speed limit signs on all streets not otherwise designated, where in his determination, such signs are necessary to assure public safety and well-being.

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Adopted: _____

Gordon Gollott, Mayor

Attest: _____ Approved as to form and legal sufficiency:

Cindy Russell, City Clerk

Josh Danos, City Attorney

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

ORDER NUMBER 141-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to submit an application to the Mississippi Department of Marine Resources for a Mississippi Gulf Coast National Heritage Area Grant for the former Gautier Colored School is hereby authorized.

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 Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: July 24, 2015
Subject: Submission of an Application to the Mississippi Department of Marine Resources
for a MS Gulf Coast National Heritage Area Grant for the former Gautier Colored School

REQUEST:

The Economic Development and Planning Department requests City Council authorization to submit a grant application to the Mississippi Department of Marine Resources for a Mississippi Gulf Coast National Heritage Area Grant for the former Gautier Colored School (also known as the West Pascagoula Colored School). The building is located at 902 De La Pointe Drive at the entrance to George Martin City Park.

BACKGROUND:

The Gautier Historic Preservation Commission has identified the Gautier Colored School as an important historic site for preservation and future use as a Historic Schoolhouse and Cultural Museum. In 2014 the City received a Community Heritage Preservation grant from the Mississippi Department of Archives and History (MDAH) in the amount of \$80,000 with a \$20,000 match to stabilize the building. This process is currently underway, and a Steering Committee has been established to assist with fundraising and promotion of the project. The total cost to renovate the building has been estimated at \$400,000 or more.

DISCUSSION:

The mission of the Mississippi Gulf Coast National Heritage Area is to tell the coast's nationally significant story to residents and visitors through activities and partnerships that celebrate the unique history, people, traditions and landscapes of South Mississippi. Grants will be awarded in amounts between \$500 and \$50,000. Total anticipated funding for all awards is \$150,000. Applicants must provide at least a 3:1 ratio match from non-federal sources (either cash or in-kind). The city's existing state-funded Community Heritage Preservation grant from MDAH will serve as the city's match to this federally funded grant. Applications must be submitted by August 10, 2015 and project start dates will be October 1, 2015.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize submission of a grant application for the Mississippi Gulf Coast National Heritage Area funding for up to the maximum amount of \$50,000 for the next phase of restoration of the former Gautier Colored School.

City Council may:

1. authorize submission of a grant application as outlined above; or
2. disapprove submission of a grant application.

ATTACHMENT(S):



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

1141 Bayview Avenue, Biloxi, Mississippi 39530

News Release

Contact: Melissa Scallan

Phone: 228-523-4124

15-52-MMS

July 16, 2015

FOR IMMEDIATE RELEASE

Grants available through Gulf Coast National Heritage Area

BILOXI, Miss. – The Mississippi Gulf Coast National Heritage Area is seeking applicants for its grants program to promote understanding and enhancement of the heritage areas in the lower six South Mississippi counties.

The mission of Heritage Area is to tell this area's nationally significant story to residents and visitors through activities and partnerships that celebrate the unique history, people, traditions and landscapes of South Mississippi.

Total anticipated funding for all awards is \$150,000, subject to the availability of funds. Grants likely will range from \$500 to \$50,000. Funds for the Mississippi Gulf Coast National Heritage Area's matching grants program are provided by the federal government through the National Park Service.

Entities who are eligible to apply include city, state and county governments, universities and non-profit groups.

There will be a conference call at 10 a.m. Friday, July 24 for those who have questions about the applications. For call-in information, email rhonda.price@dmr.ms.gov. Applications can be found at dmr.ms.gov. The deadline for submissions is Aug. 10, 2015.

The Mississippi Department of Marine Resources is dedicated to enhancing, protecting and conserving marine interests of the state by managing all marine life, public trust wetlands, adjacent uplands and waterfront areas to provide for the optimal commercial, recreational, educational and economic uses of these resources consistent with environmental concerns and social changes. Visit the DMR online at www.dmr.ms.gov.

—END—

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

ORDER NUMBER 142-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to accept a monetary donation in the amount of \$500.00 from Gautier Pride to be used toward the required local match for the Certified Local Government Grant from the Mississippi Department of Archives and History (MDAH) is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: July 21, 2015
Subject: Monetary Donation from Gautier Pride for the Mississippi Department of Archives and History Certified Local Government Grant Match

REQUEST:

The Economic Development and Planning Department requests City Council authorization to accept a \$500.00 monetary donation from Gautier Pride to be used toward the required local match for the Certified Local Government Grant from the Mississippi Department of Archives and History (MDAH).

BACKGROUND:

The City of Gautier received a Certified Local Government Grant for marketing and publications from the Mississippi Department of Archives and History effective July 11, 2014. The grant will reimburse the City for up to \$2,000 with a required local match of at least 50% of the total project cost. The project included the design and printing of 5,000 full-color Historic Sites brochures and two signs for the Gautier Beachfront Historic District. The total cost for these projects was \$965.72.

DISCUSSION:

Gautier Pride agreed to assist with fundraising for the grant match since this marketing project relates to Gautier Pride's mission to support the beautification and community development of the city. A \$500.00 donation was made by Chevron to Gautier Pride for this marketing project's match. The Economic Development and Planning Department has determined that it is in the best interest of the City of Gautier to accept the monetary donation of \$500.00 from Gautier Pride as this funding will serve as an economic tool to bring into favorable notice the opportunities, possibilities, and resources of the City of Gautier. The City will then request reimbursement from MDAH in the amount of \$465.72 to close out the grant.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the acceptance of the donation as described above.

City Council may:

1. Authorize acceptance of the monetary donation as presented; or
2. Disapprove acceptance of the monetary donation.

ATTACHMENT(S):

Chevron donation letter and check copy (payable to Gautier Pride)
Historic Sites brochure and sign photo



Alan K. Sudduth
Manager, Mississippi

**Public and Government
Affairs**
Chevron Products Company
P. O. Box 1300
Pascagoula, MS 39568
Tel 228-938-4548
Fax 228-934-7226
AlanSudduth@chevron.com

November 24, 2014

Mr. Bill Bray
Gautier Historic Preservation Commission
c/o Gautier Pride, Inc.
P. O. Box 670
Gautier, MS 39553

Dear Mr. Bray:

We are pleased to support the Gautier Historic Preservation Commission marketing project. Enclosed is Chevron's check in the amount of \$500.00, representing a donation of funds in matching the MDAH marketing grant.

Best wishes in your fund raising efforts.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alan K. Sudduth", with a long horizontal flourish extending to the right.

Alan K. Sudduth

Enclosures



Chevron Products Company
A Division of Chevron U.S.A. Inc.
P.O. Box 9034
Concord CA 94524

62-20 No. 0025798038
311

10/28/2014

PAY TO
ORDER OF

GAUTIER PRIDE INC
PO BOX 670
GAUTIER MS 39553

\$\$\$\$\$\$\$\$\$\$\$\$500.00

NOT VALID AFTER 1 YEAR

Five Hundred and 00/100 Dollars

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

Chevron
AUTHORIZED SIGNATURE

⑈0025798038⑈ ⑆031100209⑆

38696461⑈

The Legend of The Singing River

A Biloxi Indian Princess, known as Anola, fell in love with Altama, the Chief of the Pascagoula tribe. She was betrothed to a chieftain in her own tribe, but fled with Altama to live with his people.



This led to a war between the two tribes, and the Pascagoula Indians swore to either save the young couple or perish with them. The Pascagoula Indians were out-numbered and faced with enslavement by the Biloxi tribe or death.

The women and children led the way, as the Pascagoula tribe joined hands and began to chant a song of death as they walked into the Pascagoula River. Many believe that the sounds heard by the river to this day are that song. While various explanations have been offered for this phenomenon, none have been proven.

This project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Gautier has History!

Scattered throughout the City of Gautier are many historical markers and sites attesting to the fact that Gautier has history! From the oldest Graveline Bayou Indian Mound dating from 400 - 700 AD (See The Legend of the Singing River) to the stately old mansions built by the Fernando Gautier family and Alfred E. Lewis family, Gautier's past culture is well preserved.

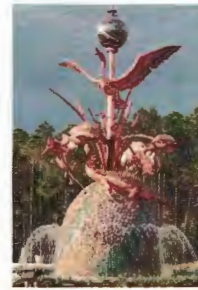
Explored by Spain in 1541, the area was later claimed by Jean Baptiste Baudreau dit Graveline, a French Canadian. In the first three hundred years of its history, the region was claimed by France, Spain, England, the Republic of West Florida, the Confederacy, and the United States, and entered into the statehood of Mississippi in 1817. The first known roadway to go through the locale was the Spanish Trail.



Soon after the Civil War, a distinct neighborhood, known then as West Pascagoula, began calling itself Gautier after the local sawmill owner's family. The final resting place of Fernando Upton Gautier (1822-1891) is the Historic Gautier Cemetery.

Within the cemeteries of Gautier are families, soldiers, and slaves from the Revolutionary War, Civil War, World Wars I & II, as well as more recent wars. A Veterans Tribute Tower erected in front of City Hall honors veterans of all wars.

The city is located on the Mississippi Sound and is bordered by the Pascagoula River on the East, Bayou Graveline on the West, Martin Bluff on the North and the Mississippi Sound on the South. The city's love of nature is epitomized by the one-of-a-kind "Nature's Playground" water-themed sculpture located in the City's Town Center.



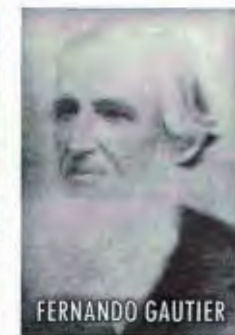
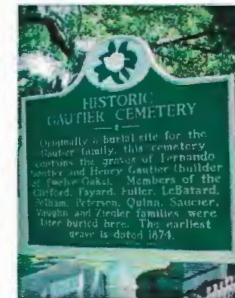
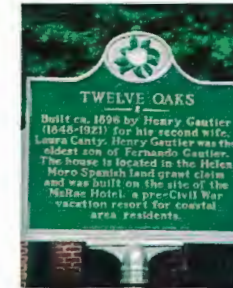
By Leonard Fuller
Gautier Historic Preservation Commission
Page 42 of 117
PRESERVING OUR HERITAGE

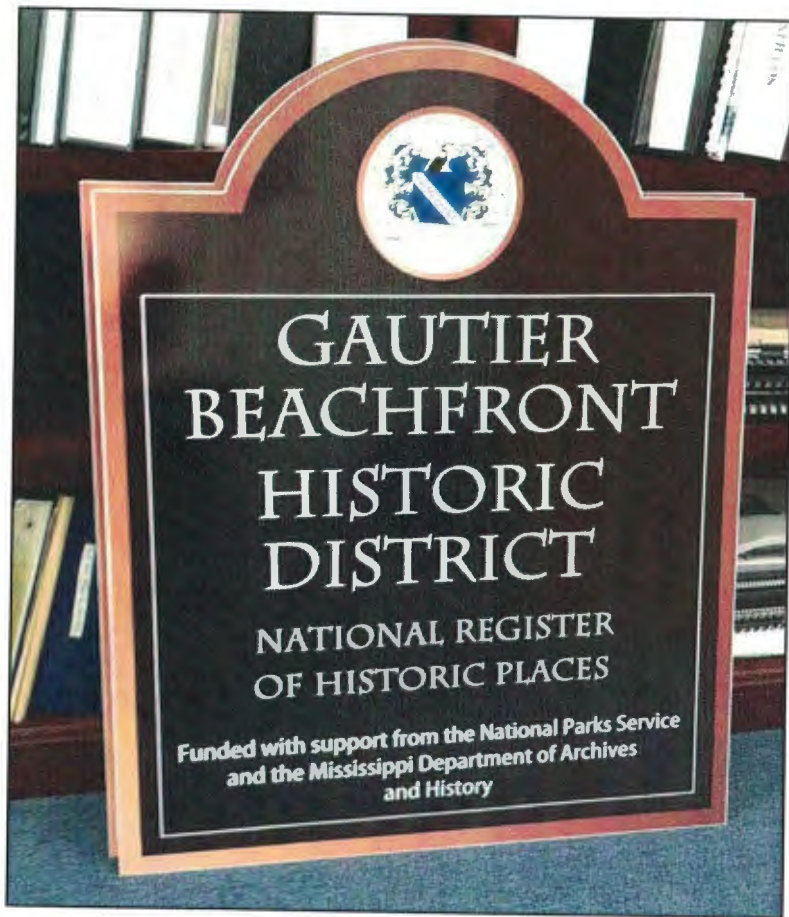


Gautier Historical Sites

Presented by

GAUTIER HISTORIC PRESERVATION COMMISSION





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

ORDER NUMBER 143-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a monetary donation from Gautier Pride in the amount \$9,411.15 to be used toward the required local match for the Community Heritage Preservation Grant from the Mississippi Department of Archives and History (MDAH) for the Gautier Historic Schoolhouse & Cultural Museum Project is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: July 27, 2015
Subject: Monetary Donation from Gautier Pride for the Mississippi Department of Archives and History Community Heritage Preservation Grant Match

REQUEST:

The Economic Development and Planning Department requests City Council authorization to accept a monetary donation from Gautier Pride to be used toward the required local match for the Community Heritage Preservation Grant from the Mississippi Department of Archives and History (MDAH) for the Gautier Historic Schoolhouse & Cultural Museum Project.

BACKGROUND:

The City of Gautier received a Community Heritage Preservation Grant from the Mississippi Department of Archives and History effective December 6, 2013. The grant award amount was \$80,000 with a required local cash match of \$20,000.00. The project's scope of work is the stabilization of the former Gautier Colored School located at the entrance to City Park in preparation for rehabilitation work on the building.

DISCUSSION:

A Steering Committee was formed to conduct fundraising and marketing activities. Gautier Pride agreed to assist with fundraising for the grant match since the Schoolhouse Project relates to their mission to support the beautification and community development of the city. To-date, Gautier Pride has deposited or received pledges of \$9,411.15 from individuals, businesses, the Gautier Mullet & Music Fest Committee, and the American Legion Hometown Heroes Committee. (An additional \$500 donation was sent from the Jackson County Board of Supervisors made payable to the City.) The Economic Development and Planning Department has determined that it is in the best interest of the City of Gautier to accept this monetary donation of \$9,411.15 from Gautier Pride as this funding will serve as an economic tool to bring into favorable notice the opportunities, possibilities, and resources of the City of Gautier. Fundraising efforts will continue. A donation spreadsheet is attached.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the acceptance of the donation as described above.

City Council may:

1. Authorize acceptance of the monetary donation as presented; or
2. Disapprove acceptance of the monetary donation.

ATTACHMENT(S):

Donation Spreadsheet

Contributions for the Gautier Schoolhouse & Cultural Museum Project

As of 07/24/15

Date Rec'd	Donor	Check #	Amount	YTD Amount
	Brass Hanger Cleaners		\$100.00	\$100.00
	Fosters Heating & Air	93825	\$200.00	\$300.00
	Rotary Club Member (cash)		\$100.00	\$400.00
6/11/2015	Gautier Mullet & Music Fest	1216	\$3,000.00	\$3,400.00
5/12/2015	Gulf Breeze Landscaping	4600	\$100.00	\$3,500.00
5/12/2015	Martin Bluff Baptist Church	1433	\$100.00	\$3,600.00
5/12/2015	First United Methodist Church Pie Ladies		\$100.00	\$3,700.00
6/11/2015	American Legion Post 1992- Hometown Heroes	1033	\$1,034.15	\$4,734.15
5/15/2015	Helen Ellis/Judith Ellis Jones	9477	\$100.00	\$4,834.15
5/22/2015	The Moye Family (PCS Services)	9375	\$100.00	\$4,934.15
5/22/2015	The Wireless Center (PCS Services)	9376	\$100.00	\$5,034.15
5/22/2015	Firestone of Gautier	2105	\$100.00	\$5,134.15
05/28/15	Gautier Business Association	1096	\$250.00	\$5,384.15
6/1/2015	Patty and Joe Huffman	1708	\$100.00	\$5,484.15
6/4/2015	Larry and Vivian Dailey	504	\$250.00	\$5,734.15
6/9/2015	Marisa Jackson	8723	\$100.00	\$5,834.15
6/9/2015	Pelton's Tree and Land Service	309	\$100.00	\$5,934.15
6/9/2015	Gautier-Vancleave Family Dentistry	4542	\$100.00	\$6,034.15
6/9/2015	Waste Oil Collectors	28990	\$100.00	\$6,134.15
6/9/2015	Pugh's Floral Shop	17831	\$100.00	\$6,234.15
6/9/2015	T.M. or Bettie Freeman	2759	\$200.00	\$6,434.15
6/9/2015	First Federal	47829	\$250.00	\$6,684.15
6/9/2015	Pugh Associates	2129	\$100.00	\$6,784.15
6/11/2015	Second Liners Mardi Gras Club	2074	\$200.00	\$6,984.15
6/11/2015	Bill and Kristie Bray	2460	\$100.00	\$7,084.15
6/11/2015	C.D. Moore and Della Moore	4799	\$200.00	\$7,284.15
6/11/2015	Rusty Anderson	3997	\$100.00	\$7,384.15
6/11/2015	Leonard and Nita Fuller	6148	\$100.00	\$7,484.15
6/11/2015	First United Methodist Church Pie Ladies	1763	\$100.00	\$7,584.15
6/11/2015	Kenneth Taylor-Election Account	105	\$100.00	\$7,684.15
6/11/2015	Melbaleen Lewis	1074	\$100.00	\$7,784.15
6/11/2015	Nettie Jones	6196	\$100.00	\$7,884.15
6/11/2015	Cash donation		\$2.00	\$7,886.15
6/23/2015	Chevron	24144383	\$500.00	\$8,386.15
6/22/2015	The People's Bank	114943	\$100.00	\$8,486.15
6/22/2015	Dale Partners Architects, PA	43148	\$100.00	\$8,586.15
7/9/2015	Gaynell Atkinson	1461	\$100.00	\$8,686.15
7/24/2015	Shelton & Mary Cambre (in memory of Willie Fairley)		\$100.00	\$8,786.15
7/24/2015	Amanda & Stephen Magee	2447	\$125.00	\$8,911.15
	Jackson Co. Historical & Genealogical Society	Pledge	\$500.00	\$9,411.15
	Gautier Pride TOTAL		\$9,411.15	
6/04/2015	Jackson Co. Bd. of Supervisors (PAYABLE to CITY)	132385	\$500.00	

Gautier Pride Deposit Total

\$9,411.15

City of Gautier Deposit Total

\$500.00

Combined Total

\$9,911.15

Councilman Vaughan made a motion to amend the motion to include a one-time additional coverage for all employees and families members for an additional \$450.00. **Councilman Colledge** seconded the motion and the vote carried unanimously with Councilman Guillotte abstaining.

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

ORDER NUMBER 144-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment #13 to provide coverage for Laparoscopic Adjustable Gastric Banding (lap band) as well as Laparoscopic Sleeve Gastrectomy (lap sleeve) surgical procedures to the City of Gautier Health Plan is hereby approved.

IT IS FURTHER ORDERED that Amendment #13 will supersede Amendment #1 that was approved in 2008.

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 Anderson** and the following vote was recorded:

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

NAYS: **None**

ABSTAINED: **Hurley Ray Guillotte**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Jason Pugh, Human Resources Director
Date: 07/28/15
Subject: Approval of Amendment #13 to the Health Plan

REQUEST:

The Human Resources Dept. requests council approval to amend the City of Gautier Health Plan Document concerning how coverage is provided for “medically necessary” morbid obesity surgical procedures. This request is specifically the approval of a new Amendment (#13) to the Health Plan Document that will supersede Amendment #1 approved in 2008. By approving this amendment, the city will now provide coverage for Laparoscopic Adjustable Gastric Banding (lap band) as well as Laparoscopic Sleeve Gastrectomy (lap sleeve) surgical procedures. This amendment will also require employees and insured dependents to utilize the Barinet network of bariatric surgeons in order to receive coverage for the approved bariatric surgical procedures. (See Discussion)

DISCUSSION:

The City of Gautier Health Plan was adopted in 2004. At that time, the plan provided no coverage for procedures concerning morbid obesity and weight loss surgery. In 2008 the city council adopted an amendment (Amendment #1) to the plan to provide coverage for “medically necessary” morbid obesity surgery and specifically for the “lap band” procedure. Since that time a new and more preferred procedure has come into use known as a “lap sleeve.” Our original amendment (#1) provides no coverage for the “lap sleeve.” The pricing for the “lap sleeve” and “lap band” are similar and the procedure now used by surgeons depends on the individual case by case circumstances of the patient. However, our plan provides no coverage for the “lap sleeve” and it is recommended that this procedure be added to our plan.

During my research into adding this new “lap sleeve” procedure to our plan, I met with a network of bariatric surgeons known as Barinet. Barinet specializes in bariatric surgical procedures and uses strict guidelines in their selection of surgeons that are allowed to participate in their network. Barinet also offers bundled pricing when using their surgeons and network. This bundled pricing is a one-time cost that covers the surgical fees, anesthesiology fees, hospital fees and also covers any complications for up to one year after the surgery. Patients will still be required to pay their normal co-pays and deductibles. The bundled pricing for the “lap sleeve” procedure through Barinet is \$17,500. The bundled pricing for the “lap band” procedure through Barinet is \$18,000. These costs are commensurate with what we have already paid on two previous cases since adopting Amendment #1 in 2008. However, under Amendment #1 the city has no protection or coverage for any complications and is required to pay any additional costs that may arise.

In conclusion, it is well documented that morbid obesity has a large impact on health related problems, increases employer healthcare costs, medication costs, worker's compensation claims, etc. The approval of this amendment will allow the city health plan document to provide coverage for medically necessary Adjustable Gastric Banding (lap band) and Sleeve Gastrectomy (lap sleeve) surgical procedures. The approval of this amendment will also provide coverage for these procedures only through the Barinet network of bariatric surgeons.

FINANCIAL IMPACT:

The financial impact to approve Amendment #13 will be similar to what we already pay for bariatric procedures from our insurance fund. The benefit to the city in approving this amendment would be the bundled pricing and the coverage for complications for one year after the surgery. Employees and insured dependents would still be required to pay all normal deductibles and co-pays.

RECOMMENDATION:

The Human Resources Director recommends that the City Council approve the proposed amendment. The city attorney has reviewed and approved the contract with Barinet as legally sufficient. Attorneys for Fox Everett have also reviewed and approved the contract and amendment as legally sufficient in regards to the Affordable Care Act.

City Council may:

- 1) Approve the amendment and contract as presented; or
- 2) Approve the amendment and contract with changes; or
- 3) Reject the amendment and contract as presented

ATTACHMENT(S):

Amendment #13 to the City of Gautier Health Plan Document
Barinet Contract

DRAFT AMENDMENT NUMBER 13
Effective [], 2015
to the

Plan Document and Summary of Material Modification
City of Gautier Employee Health Benefit Plan
Effective October 1, 2004

The City of Gautier believes the the City of Gautier Employee Health Benefit Plan (the "Plan") is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at P.O. Box 670, Gautier, Mississippi 39553. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

The Plan Document which also serves as a Summary Plan Description is hereby amended to incorporate the following changes unique to Bariatric Surgery effective [], 2015. This plan amendment supersedes Amendment No. 1 of the Plan Document/Summary Plan Description.

The section entitled **MEDICAL BENEFITS** is amended:

	Service Provided by BARINet Provider	Service Provided by a Non-Network Provider
DEDUCTIBLE MAXIMUM		
Per Covered Person	Subject to the Medical Plan Deductible	NO COVERAGE
COINSURANCE - plan pays	80% up to the Out-of-Pocket Maximum	NO COVERAGE
COPAYMENT – OFFICE	\$30 (encounter only)	NO COVERAGE
ALL OTHER SERVICES in the Physician's office	80%, deductible waived	NO COVERAGE
Benefits are only available when a member utilized the BARINet Preferred Provider network.		
Adjustable gastric banding	80% after deductible and coinsurance	NO COVERAGE
Sleeve Gastrectomy	80% after deductible and coinsurance	NO COVERAGE

Section entitled **COVERED CHARGES** is amended to add

Bariatric Surgery

ELIGIBILITY for Bariatric Surgery Weight Loss Program

- a. Covered Employees, their Covered Spouses, and their Covered Dependents age 18 to 26.

PLACE OF TREATMENT

Obesity treatment under the Bariatric Surgery Weight Loss Program must be provided by a BARINet Specialty Network Provider.

BARIATRIC SURGERY CANDIDATE GUIDELINES

1. Candidates for bariatric surgery must be between the ages of 18 and 70 years.
2. The candidate must have a BMI ratio of weight to the square of height of one of the following:
 - a. BMI of 40 or more;
 - b. BMI between 35 and 39.9 with at least one accompanying weight-related comorbidity factor:
 1. With related disabling joint disease; or
 2. Hypertension; or
 3. High cholesterol; or
 4. Coronary artery disease; or
 5. Type I or type II diabetes.
3. The candidate has had severe obesity defined by the above BMI for at least 5 years.
4. The candidate has failed to sustain weight loss on conservative regimens.
5. The candidate must not have any of the following contraindications to the surgery:
 - a. A major life threatening disease not susceptible to alleviation by the surgery;
 - b. An alcohol or substance abuse problem in the last 6 months to 1 year;
 - c. A severe psychiatric impairment;
 - d. A demonstrated lack of compliance and motivation;
 - e. Depression;
 - f. Documented episodes of uncontrollable binge eating; or
 - g. Previous bariatric surgery. Revisions are not covered by the plan.
6. Candidates for Bariatric surgery must be referred by their primary care physician.
7. Candidates must attend a Bariatric Seminar (offered monthly). A Bariatric Surgery Application will be provided only to attendees of the Seminar. To be considered as a surgical candidate the application must be completed and returned to the Bariatric Coordinator for Medical Director review.
8. The potential bariatric surgery candidate must:
 - a. participate in a three (3) consecutive months medically supervised weight loss program to be done within one (1) year prior to surgery and monitored by the Bariatric Surgery Medical Director;
 - b. have a nutritional evaluation by a dietician; and
 - c. undergo a psychological evaluation for the purpose of psychological clearance for surgery. Screenings must consist of a comprehensive pre-surgical evaluation of the potential candidate's medical record, clinical interviews, and as necessary the use of other psychological instruments and intake forms;

- d. complete the preoperative medical workup:
 - i. laboratory examination
 - ii. radiological evaluation (chest x-ray, upper GI endoscopy, and EKG)
 - iii. review of psychological evaluation
 - iv. review for completion of educational and nutritional evaluations
- e. preoperative visit with review of the surgical plan and postoperative requirements
- f. attend a minimum of one (1) Bariatric Support Group meetings prior to approval of surgery
- g. attend regular Bariatric Support Group meetings after surgery

The potential candidate must have a clear and realistic understanding of the following:

- 1. Available alternatives; and
- 2. Risks of surgery, including the possibility of morbidity and mortality.

Section entitled **COVERED CHARGES** is amended to include:

Weight Reduction:

Bariatric Surgery has unique eligibility and benefits which are delineated above under **Bariatric Surgery**.

Section entitled **PLAN EXCLUSIONS** is amended to read:

Weight Reduction programs or treatment for obesity including any Surgery for morbid obesity or for removal of excess fat or skin following weight loss, regardless of Medical Necessity unless a covered Employee meets the Bariatric Surgery benefit guidelines outlined in COVERED MEDICAL CHARGES, Bariatric Surgery, are met. The Plan excludes all services at a health spa or similar facility.

Section entitled **DEFINED TERMS** is amended to include:

Bariatric Surgery under this Plan means *Adjustable gastric banding* and *Sleeve Gastrectomy* only.

The Plan Document and Summary Plan Description will be amended to reflect these changes.

All other terms and conditions of the Plan which are not affected by this Amendment are unchanged.

IN WITNESS WHEREOF, this Amendment has been executed this _____ day of _____, 2015.

By: _____
Signature

Name/Title

Date

Effective Date:

BARINET Preferred Provider Network, LLC. Client: **City of Gautier**

BARINET Employer Participation Agreement

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BARINET Employer Participation Agreement

BARINET Client Participation Agreement

AGREEMENT

This Participation Agreement ("Agreement") is effective as of the date set forth below by and between _____ ("Client") and **BARINET Preferred Provider, LLC**, a Mississippi corporation ("BPP").

RECITALS

WHEREAS, BPP has created and administers a bariatric surgery procedure network and specialty managed care program that bundle bariatric surgery services performed at certain hospitals and ambulatory surgery centers combined with BLIS complications coverage to the advantage of providers, patients, payers and managed care companies (the network and managed care program referred to as "BARINET"); and

WHEREAS, Client wishes to participate in BARINET and that BPP wishes to assist Client in managing the cost of its employee health benefit plans.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

DEFINITIONS

- A. Agreement means this agreement, in effect as amended from time to time.
- B. BARINET has the meaning set forth in the Recitals above.
- C. Clean Claim means a properly completed current HCFA or UB billing form or a form containing equivalent information, including current CPT coding and DRG coding.
- D. Covered Employees means an employee or dependent covered under Client's health benefit plan.
- E. Covered Services means the medical or health related services participant is eligible to obtain through the health benefit plan maintained by Client.
- F. Group Practice means a group of Health Professionals who have combined under a single practice entity -- individual practice association, Service Corporation, partnership or similar type of arrangement.
- G. Health Professional means any physician, who is licensed by the State in which they engage in the delivery of health services and who is bound by the terms of an agreement between BPP and the Group Practice with which the Health Professional is affiliated or is individually bound by a Provider Agreement with BPP.
- H. Hospital means a health care facility that is licensed by the State where it is located to provide operating rooms and 24 hour care which is bound by Provider Agreements with BPP.

BARINET Employer Participation Agreement

- I. Ambulatory Surgery Center (ASC) means a health care facility that is licensed by the State where it is located to host the performance of outpatient surgery, and is bound by Provider Agreements with BPP.
- J. Participating Provider or Provider means The Group Practice, ASC, Hospital or Health Professional bound by Provider Agreements with BPP.
- K. Participant means a person, including a dependent of a participant, who is eligible for the health care benefits for which the payer or managed care company BPP has made arrangement to provide.
- L. PPO Fee has the meaning set forth in EXHIBIT A.
- M. Providers mean, as the case may be, Health Professionals, Hospitals and ASCs.
- N. Provider Directory is a listing of all Participating Providers, Hospitals and ASC's, whether electronic or printed.
- O. Subscriber Group means a payer or managed Care Company contracted with BPP or an organization which is a party to a contract with BPP, which provides for its Participants to participate in the BARINET Programs under an employee health benefit plan.

BPP RESPONSIBILITIES

- A. BPP agrees to provide to, and manage on behalf of Client the BARINET specialty provider network and bariatric surgical packages that shall include:
 - a. Participating BARINET approved Participating Providers, Hospitals and ASCs with distinguished bariatric programs.
 - b. All inclusive bariatric surgery packages that shall include:
 - i. Surgical fees;
 - ii. Hospital costs;
 - iii. Anesthesiologist fees; and
 - iv. Premium for BLISCare insurance coverage protecting against listed potential complications of bariatric surgery.
- B. BARINET package prices cannot be modified until January 1 of each year upon at least 45 day written notice to Client.
- C. BARINET negotiated pricing with bariatric surgeons, hospitals, ASC's and allied providers. PPO Fees will be aggregated and become part of the all-inclusive bariatric surgery packages.
- D. Client Package pricing for Laparoscopic Adjustable Gastric Banding, Laparoscopic Roux En Y Gastric Bypass and Laparoscopic Sleeve Gastrectomy. Current BARINET package prices are attached as EXHIBIT A.
- E. A summary of BLISCare Bariatric Surgery Complication Coverage is attached as Exhibit B.
- F. Access to a BARINET Provider Directory. A summary of BPP providers is attached as EXHIBIT C.

CLIENT RESPONSIBILITIES

- A. Client agrees to provide the following:

BARINET Employer Participation Agreement

- a. A list of all locations in the United States where Client has Covered Employees.
 - b. As an incentive for Covered Employees to utilize BARINET when bariatric surgery is needed, promptly and to extent necessary, Client will modify its existing employee health benefits or plans to provide employees and their dependents with no or significantly reduced benefits for bariatric surgeons, hospitals and ASCs that are not part of the BARINET Network.
 - c. Client will communicate the particulars of the BARINET bariatric surgery Program to eligible employees and dependents using only BARINET approved and provided promotional and program materials.
 - d. Client will supply BARINET with a summary of Client's plan coverage for bariatric surgery including plan deductibles, coinsurance requirements, and any applicable special benefit limits.
- B. Client will arrange for Client's plan administrator to accommodate the BARINET Program, including:
- a. Payment of Claims for BARINET Packages within 10 days of receipt for Clean Claims. It is understood that occasionally a claim's payment may be delayed due to such items as eligibility questions or coordination of benefits where Client is a secondary payer. In these cases, payment must take place within 30 days.
- C. Client understands and agrees that any and all invoices sent from BARINET's claims administrator shall be considered a Clean Claim.
- D. Client will arrange and provide to BARINET a telephone number, which will be staffed during Client's regular business hours for the verification of patient eligibility and benefits.
- E. Benefit payments will include information on Client's name, name of covered employee or dependent, date of service, billed amount and any reductions because of deductibles and or coinsurance.
- F. Client will require any organization performing utilization management or review to certify that such organization's procedures and practices are consistent with industry standards as found in the guidelines of the Utilization Review Accreditation Committee (URAC).
- G. Client shall not make adjustments to previously adjudicated claims more than 365 days after payment.
- H. Client will honor payment for all Covered Services for which Client, its agent or vendor has performed documented pre- authorization or pre-certification.
- I. Client shall require that any audit, review or evaluation performed of Providers records related to a Participant for covered services comply with the reasonable policies and procedures of Provider.
- J. Client shall require that BPP be furnished with a list of covered related groups or subsidiaries by State upon signing and that the list be updated by State for changes at least every sixty (60) days.
- K. Client shall provide BPP with ninety (90) day prior written notice of changes to Client's benefits for bariatric surgery covered services.

BARINET Employer Participation Agreement

- L. Client understands and agrees that it may require copies of a Provider's medical records of a Participant as reasonably necessary for payment of a claim. All other requests for records shall be reimbursed at the Provider's normal charge not to exceed \$1.00 per page.

BARINET

- A. Client understands and agrees that BPP may exclude Client from access to the Network if:
 - a. in BPP's sole judgment, the benefit plan incentive is not adequate; if the Client consistently does not clear BARINET Network benefit claims within 10 days; or
 - b. If, in BARINET's sole opinion, Client represents a financial risk to BARINET or it's contracted medical Providers.
- B. Such exclusion will be provided to Client by written notice.
- C. Client agrees that BARINET may alter, change, or update the Providers in the network as may be necessary for BARINET to meet company needs and goals as well as the needs of BARINET clients.
- D. Client understands and agrees that if payment of Clean Claims for Network benefits is delayed longer than 30 days, that interest at the rate of 1% per month on the total unpaid package price shall accrue and be added to the amount due from the plan to BARINET
- E. All claims in the format set forth in BARINET Provider Agreements will be sent directly to BPP's claims administrator by the means and at the location specified by BPP and BPP will promptly bill Client's Employee Benefits Plan
- F. Client, within 10 days of receipt of the respective invoice, shall pay to BARINET the billed package price less any applicable deductible or coinsurance.
- G. Client understands and agrees that negotiated BARINET Package Prices may not be available to employees of Client who do not notify the participating surgeon or hospital of the name and address of their employer and provide a valid insurance ID card indicating medical coverage.
- H. Because of the relative infrequency of bariatric surgery Client will not be charged a per employee per month fee by BARINET but will be charged a PPO fee which is included in the BARINET Package prices as shown in Exhibit A.

HOLD HARMLESS

- A. BPP agrees to hold Client harmless, to the extent allowable by Mississippi law, against any claim or liability arising out of activities contemplated by this Agreement which are the responsibility of BPP or the agents, employees, or representatives of BPP or BARINET, including maintaining the confidentiality of medical information as required by law.
- B. Client agrees to hold BPP, BARINET and Providers harmless, to the extent allowable by Mississippi law, against any claims or liabilities arising out of activities contemplated by this Agreement which are the responsibility of the Client, agents,

BARINET Employer Participation Agreement

employees, or representatives of the Client, including maintaining the confidentiality of medical information as required by law.

- C. In addition to the above, Client understands and agrees that the Providers in the BARINET Network or any Provider to whom a participating employee or dependent may be referred are independent contractors and that no agency or employee relationship exists between the Provider and BARINET. As such, the Providers are individually responsible for any liability which may result from the services which they provide to plan Participants.

CLIENT AND PREFERRED PROVIDER RELATIONSHIP

- A. Client agrees it will not contract directly or indirectly with BARINET Providers for any service offered by BARINET during the term of this Agreement, nor for a period of two years following the termination of this Agreement.

TERM AND TERMINATION

This Agreement shall remain in force for one year following the next plan anniversary and shall automatically renew thereafter for successive one-year periods, unless terminated by written notice thirty (30) days prior to renewal by either party. Either party, however, may terminate by written notice any time in the event of a material default by the other party. Notwithstanding the foregoing, the Parties acknowledge and agree that upon election of a new council of Client, which will occur on July 1, 2017, this Agreement must be timely ratified by the incoming council of Client to remain in effect after such date.

MISCELLANEOUS

- A. All notices given by any party to the other in connection with this Agreement and the transactions contemplated thereby shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by first class mail, addressed, if to BARINET:

BARINET Preferred Provider Network, LLC
2525 Telephone Road
Pascagoula, MS 39567

Attn: Donald S. Davenport

- B. If to Client, at the address indicated on the signature page or at such other place or places as either party may, from time to time, designate by written notice to the other party.
- C. This Agreement shall be interpreted under the laws of the State of Mississippi. In the event that any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties hereto

BARINET Employer Participation Agreement

pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, oral or written. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement to or modification of waiver of this Agreement shall be binding unless in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute a continuing waiver thereof unless otherwise expressly provided therein or in accordance with this paragraph.

- D. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. No party hereto may assign this Agreement without written consent of the other party except in the event either party sells all or substantially all of its assets.
- E. The Parties hereby irrevocably and unconditionally consent and submit to the in personam jurisdiction of State of Mississippi courts, or an arbitrator in the State of Mississippi, over all matters relating to this Agreement. Final judgment in any such action, suit or proceeding shall be conclusive, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any Party therein described unless a timely appeal is perfected.
- F. This Agreement may be amended only by written agreement between BARINET and Client.
- G. Wherever any words are used herein the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply; and, whenever and words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would apply. Titles of articles and headings of sections and subsections are inserted for convenience and reference. They constitute no part of this Agreement and are not to be considered in the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized signatures.

[Signature Page Immediately Follows]

BARINET Employer Participation Agreement

SIGNATURE PAGE

CLIENT NAME: _____

CLIENT SIGNATURE: _____

[Signature of Client]

Date: _____

Print Name of Client Signatory: _____

Client Address: _____

Client Fax: _____

Client Phone: _____

Client email: _____

Client Tax ID: _____

BARINET PREFERRED PROVIDER NETWORK, LLC.

BARINET Signature:

Donald S. Davenport, CEO

Date: _____

Effective Date of Agreement: _____

BARINET Employer Participation Agreement

EXHIBIT A

CASE RATE BUNDLED PRICING AND MONTHLY ACCESS FEES

Primary Bariatric Surgery Procedure Fee Structure		
<i>CPT CODE</i>	<i>Procedure Description</i>	<i>Case Rate*</i>
43770	Laparoscopic Adjustable Gastric Banding	\$18,000.00
43775	Laparoscopic Sleeve Gastrectomy	\$17,500.00

***Laparoscopic repair of paraesophageal hernia (Diagnosis Code: 553.3) is not INCLUDED IN THE CASE RATE if performed during bariatric procedure.**

Add On: Add on surgical procedures are outside of the scope of this agreement and must be negotiated as a separate add-on procedure.

Add On: Add on surgical procedures, (e.g. hernia repair) are outside of the scope of this agreement and must be negotiated as a separate add-on procedure.

ACCESS FEE PER EMPLOYEE PER MONTH (PEPM)

WAIVED FOR THIS CONTRACT

BARINET Employer Participation Agreement

Exhibit B

COMPLICATIONS COVERAGE

BARInet Coverage Summary			
Covered Procedure	Lap Gastric Bypass	Lap Gastric Banding	Lap Sleeve Gastrectomy
Claim Period	N/A	30 Months	12 Months
Benefit Period	N/A	365 Days	365 Days
Covered Complications Included:			
Cardiopulmonary (Myocardial Infarction, Congestive Heart Failure, Respiratory Failure, etc.)			
Thromboembolic (Pulmonary Embolus, Deep Vein Thrombosis, etc.)			
Bleeding (Upper GI Bleeding, Intra-abdominal, etc.)			
Infection (Wound, Port Infection, Abscess, Peritonitis, UTI, etc.)			
Leak (Staple Line, Anastomotic Leak, etc.)			
Perforation (Gastric Perforation, Bowel Perforation, Esophageal Perforation, etc.)			
Obstruction (Bowel Obstruction, Internal Hernia, Small Bowel Obstruction, Adhesions, etc.)			
Stenosis (Bypass and Sleeve only – Stricture)			
Band Slip, Band Port Site Problems (Banding only – Port Slip, Port Infections, etc.)			

BARINET Employer Participation Agreement

EXHIBIT C

PROVIDER DIRECTORY

BARINET Employer Participation Agreement

EXHIBIT D

Employer Provided Services (If Applicable)

Any pre-operative service that can be provided by the Employer's onsite health care facility can be done there. Employer will provide list of services and Provider will order medical services through Employer's onsite health care facility whenever possible.

Whenever a pre-operative test, lab, x-ray, etc. cannot be performed, for any reason, at the onsite health care facility, prior approval from the Employer is required.

Any pre-operative medical care not performed at the onsite health care facility or, having received prior approval from the Employer, will be the sole financial responsibility of the Provider. Provider agrees not to request payment for these unauthorized services from the Employer, employee, employee's beneficiary, or person responsible for patient's care.

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

ORDER NUMBER 145-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Professional Probation Services, Inc. for Municipal Court is hereby authorized extended for an additional year.

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

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

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

NAYS: **Hurley Ray Guillotte**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: July 28, 2015
Subject: Professional Probation Services

REQUEST:

City Council action is requested to accept the option within the current contract for an additional one (1) year term to provide Professional Probation Services for Municipal Court for the City of Gautier.

BACKGROUND:

In an effort to provide professional court services and sentencing alternatives to the court, community, and offender in an ethical and effective manner while promoting public safety, encouraging success, and improving lives at no cost to the taxpayer the Mayor and Council held a work session on June 17, 2014 and directed Judge Thornton to forward delinquent cases to Professional Probation Services Inc., ninety (90) days after their court appearance has been met and no fees collected.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Professional Probation Services for Municipal Court for the City of Gautier with Professional Probation Services Inc.

ATTACHMENT:

Contract for Professional Probation Services Inc.

STATE OF MISSISSIPPI

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

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

WITNESSETH:

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

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

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

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

DESIGNATION BY THE COURT

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

SCOPE OF SERVICES

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

- A. Comply with the standards and qualifications as set forth by the Court.
- B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services and Fee Schedule attached hereto, and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services and Fee Schedule, for reference for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services and Fee Schedule.

- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured, locked room.**
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.**
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.**
- H. Make fiscal and program records available within three (3) working days for review and maintain financial records reflective of good business practice.**
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.**
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services and Fee Schedule attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services and Fee Schedule unless it is approved in advance by the Court.**
- K. Submit a monthly written report to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the fifth day of the following month.**
- L. Tender all Court fines, cost and restitution ordered and collected from the offender to the City on a bi-weekly basis. Payments to be submitted electronically by an interface with Syscon case management court software.**
- M. Comply with all laws regarding confidentiality of offender records.**
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.**
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.**

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 11th day of August, 2014, and shall continue until the 31st day of August, 2015, provided that the Contract shall automatically renew for additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein.

Notwithstanding anything herein to the contrary, this Contract may be terminated by the Court at any time, with or without cause, upon sixty (60) days prior written notice of intent to terminate delivered to PPSI. PPSI may terminate this contract at any time, with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the Court and City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services and Fee Schedule, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services and Fee Schedule shall be obligations of the City.

DEFICIENCIES IN SERVICE

In the event the Court or City determines there are deficiencies in the service and work provided by PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted for resolution to the Chief Judge or his/her appointee of the Gautier City Court.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon three (3) working days prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the last two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

PPSI shall provide proof upon request by either the City or the Court as to the existence of the insurance policies.

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Court, City, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the Court:

Cynthia Russell, City Clerk
3830 Highway 90
Gaithers, MS 39553

As to PPSI:

John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, Georgia 30093

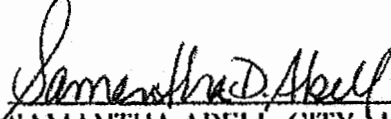
Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

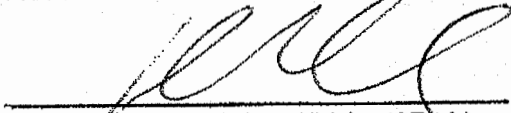
CITY OF GAUTIER



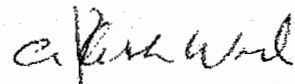
SAMANTHA ABELL, CITY MANAGER

ATTEST:

PROFESSIONAL PROBATION SERVICES, INC.



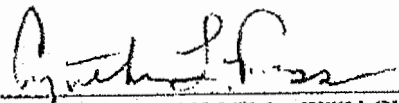
JOHN C. COX, PRESIDENT (SEAL)

ATTEST: 

DATE OF EXECUTION:

8-22-14

APPROVED:



CYNTHIA L. RUSSELL, CITY CLERK
GAUTIER, MISSISSIPPI

DATE OF EXECUTION:



Specifications for Probation Services and Fee Schedule Gautier, Mississippi

Basic Probation Supervision	\$40.00 per month; No set up fee
Pay Only Supervision	First Month Free- \$35.00 Thereafter; No set up fee
Intensive Probation Supervision	\$50.00 per month with field visits - No set up fee
City Ordinance Supervision	\$45.00 Per Month – No set up fee PPS supervises defendants accused of environmental violations (junk cars, neglected properties, etc.) and ensures compliance by regularly visiting and digitally documenting the continued violation or compliance. The court may view the PPS digital photographs and field notes on line.
Voice Verification Supervision	\$50.00 Per Month - No set up fee
Indigent Supervision	\$0.00 -- As Ordered by the Court -- NO SET UP FEE
Pre-Trial Supervision	<u>LEVEL ONE (\$40.00 per month)</u> Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee. <u>LEVEL TWO (\$10.00 per day)</u> Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office location</i> and submit to random urinalysis screenings (included in fee). <u>LEVEL THREE (\$11.00 per day)</u> Defendants are monitored 24/7 by <i>global positioning satellite (GPS)</i> with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.
Cognitive Restructuring Course "Now What?"	\$65.00 per session
Electronic Monitoring	Anklet Monitoring with Curfew Enforcement and Voice Verification (\$7.00 per day) Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day) Random Alcohol Monitoring (\$8.00 per day) Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing (\$10.25 per day) No Cost – Professional and General Liability

6 Panel Drug Screen	\$15.00 PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, and Alcohol.
Laboratory Urinalysis	\$25.00 PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, Alcohol, and many other substances, resulting on confirmatory blood level content readings.
Community Service Work Coordination	No Cost
Community Service Liability Insurance (Optional)	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost
Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills, Resume Course and Job Placement	No Cost
Under the Influence (for adults)	\$75.00
Alcohol-Wise JV (for juveniles)	\$75.00
Marijuana 101	\$75.00
STOPLifting.com	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$75.00

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

ORDER NUMBER 146-2015

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	152331	08/04/2015	07/17/2015			162.72	
	Account Number 001-100-699	Description JUL 2015: #107718827		Invoice # 07012015	Date 07/08/2015	P.O.	Amount	162.72
001	CABLE ONE	152332	08/04/2015	07/17/2015			204.49	
	Account Number 001-100-699	Description JUL 2015: #107718371		Invoice # 07012015	Date 07/08/2015	P.O.	Amount	204.49
001	C SPIRE WIRELESS	152344	08/04/2015	07/21/2015			559.97	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 06/12/2015	P.O.	Amount	559.97
001	AT&T	152345	08/04/2015	07/21/2015			3,190.86	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 07/14/2015	P.O.	Amount	3,190.86
001	SOUTHERN PEST CONTROL INC	152362	08/04/2015	07/23/2015			333.30	
	Account Number 001-092-698	Description CITY FACILITIES		Invoice # 291736	Date 07/22/2015	P.O.	Amount	333.30
001	AT&T	152363	08/04/2015	07/23/2015			110.95	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 07/14/2015	P.O.	Amount	110.95
001	AT&T	152365	08/04/2015	07/23/2015			66.99	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284977070	Date 07/14/2015	P.O.	Amount	66.99
001	GALLS LLC	152368	08/04/2015	07/23/2015			134.35	
	Account Number 001-100-559	Description BADGE B879		Invoice # BC0165099	Date 06/25/2015	P.O.	Amount	118.36
	001-100-559	BLACKINGTON DURA UPCHG		BC0165099	06/25/2015			5.00
	001-100-559	MS STATE SEAL		BC0165099	06/25/2015			5.99
	001-100-559	SHIPPING		BC0165099	06/25/2015			5.00
001	GLOBALSTAR	152369	08/04/2015	07/28/2015			53.18	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 6615414	Date 07/16/2015	P.O.	Amount	53.18
001	DPS CRIME LAB	152370	08/04/2015	07/28/2015			150.00	
	Account Number 001-100-699	Description ANALYTICAL FEES		Invoice # 90026072	Date 07/06/2015	P.O.	Amount	150.00
001	DIRECTV LLC	152384	08/04/2015	07/29/2015			122.17	
	Account Number 001-092-698	Description WEST STN: 022727663		Invoice # 2 6255565268	Date 07/13/2015	P.O.	Amount	122.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNBELT FIRE INC	152385	08/04/2015	07/29/2015			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	RE-CERTIFY PUMPER TANK		107043	07/02/2015			1,100.00
001	BIS OFFICE SYSTEMS	152386	08/04/2015	07/29/2015			135.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	SERVICE CALL: CANON COPIER		INV21745	07/13/2015			135.00
001	FUELMAN OF MS	152387	08/04/2015	07/29/2015			2,701.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP44887809	07/20/2015			73.18
	001-092-525	UNL FUEL		NP44887809	07/20/2015			41.31
	001-100-525	UNL FUEL		NP44887809	07/20/2015			1,982.74
	001-161-525	UNL & DSL FUEL		NP44887809	07/20/2015			354.73
	001-170-525	UNL & DSL FUEL		NP44887809	07/20/2015			197.79
	001-205-525	UNL FUEL		NP44887809	07/20/2015			51.35
001	FUELMAN OF MS	152389	08/04/2015	07/29/2015			2,692.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP44930991	07/27/2015			2,137.39
	001-161-525	UNL & DSL FUEL		NP44930991	07/27/2015			312.71
	001-170-525	UNL & DSL FUEL		NP44930991	07/27/2015			152.92
	001-205-525	UNL & DSL FUEL		NP44930991	07/27/2015			89.73
001	SINGING RIVER E.P.A.	152392	08/04/2015	07/29/2015			948.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		07122015	07/23/2015			407.22
	001-161-631	MARTIN BLUFF FD 58380001		07132015	07/24/2015			277.38
	001-201-629	SIGNAL LIGHTS 17546		07132015	07/24/2015			35.32
	001-092-631	CITY LIMIT SIGN 17546		07132015	07/24/2015			27.81
	001-100-631	MBLUFF SUB STN 58521002		07132015	07/24/2015			200.92
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	152396	08/04/2015	07/29/2015			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-645	JUN 2015 CLUB SUPPORT		06302015	07/28/2015			833.33
	001-090-645	JUL 2015 CLUB SUPPORT		07312015	07/29/2015			833.33
001	SINGING RIVER E.P.A.	152405	08/04/2015	07/29/2015			9,221.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10554		07142015	07/27/2015			4,998.58
	001-201-629	SIGNAL LIGHTS 10554		07142015	07/27/2015			1,126.62
	001-092-631	CITY HALL 10554		07142015	07/27/2015			1,326.81
	001-170-631	FRAZIER PARK 10554		07142015	07/27/2015			48.23
	001-170-631	SENIOR BLDG 10554		07142015	07/27/2015			675.78
	001-161-631	CENTRAL FD 10554		07142015	07/27/2015			527.39
	001-170-631	CITY PARK 10554		07142015	07/27/2015			103.09
	001-092-631	PUBLIC WORKS 10554		07142015	07/27/2015			391.25
	001-092-631	HWY 90 SIGN 10554		07142015	07/27/2015			24.22

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	152406	08/04/2015	07/29/2015			2,544.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION	66298004	07/14/2015	07/27/2015		1,750.60	
	001-201-629	SIGNAL LIGHT	89113001	07/14/2015	07/27/2015		54.13	
	001-170-631	CITY PARK RESTRMS	89912001	07/14/2015	07/27/2015		43.34	
	001-201-633	STREET LIGHTS	90345002	07/14/2015	07/27/2015		274.63	
	001-092-631	RECORDS BLDG	90790001	07/14/2015	07/27/2015		231.45	
	001-092-631	DIGITAL SIGN	97127001	07/14/2015	07/27/2015		78.19	
	001-170-631	FRAZIER RESTRMS	98546001	07/14/2015	07/27/2015		111.90	
001	SINGING RIVER E.P.A.	152407	08/04/2015	07/29/2015			925.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST	94987002	07/14/2015	07/27/2015		93.71	
	001-201-633	DOLPHIN ST	94988002	07/14/2015	07/27/2015		125.06	
	001-201-633	DOLPHIN ST	94989002	07/14/2015	07/27/2015		127.63	
	001-201-633	DOLPHIN ST	94990002	07/14/2015	07/27/2015		579.46	
001	SINGING RIVER E.P.A.	152408	08/04/2015	07/29/2015			1,635.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD	76008001	07/15/2015	07/28/2015		270.22	
	001-170-631	BACOT PARK	10137	07/15/2015	07/28/2015		1,216.52	
	001-201-629	SIGNAL LIGHTS	10138	07/15/2015	07/28/2015		148.62	
001	INFORMATION TECHNOLOGY SERVICE	152409	08/04/2015	07/29/2015			224.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-640	JUL 2015	5230989	07/31/2015			224.00	
001	PASCAGOULA UTILITIES	152411	08/04/2015	07/29/2015			32.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN	1682075	07/27/2015			10.79	
	001-161-638	SOUTH FIRE STN	1682257	07/27/2015			21.79	
001	CAN'T MISS EMBROIDERY/CITY SPORTS CTR.	152415	08/04/2015	07/29/2015			1,300.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	TSHIRT NAVY (96)	16433	07/09/2015	151022		634.56	
	001-161-535	TSHIRT NAVY XXL (6)	16433	07/09/2015	151022		51.66	
	001-161-535	TSHIRT WHITE (13)	16433	07/09/2015	151022		79.43	
	001-161-535	TSHIRT WHITE XXL (11)	16433	07/09/2015	151022		89.21	
	001-161-535	POLO W/EMBROIDERY (8)	16433	07/09/2015	151022		248.00	
	001-161-535	POLO XXL W/EMBROIDERY (4)	16433	07/09/2015	151022		128.00	
	001-161-535	POLO RIGHT EMBROIDERY (12)	16433	07/09/2015	151022		30.00	
	001-161-535	EMBROIDERY SET UP	16433	07/09/2015	151022		40.00	
001	REYNOLDS WHOLESALE CO.	152416	08/04/2015	07/29/2015			1,139.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS HS TISSUE 96/ROLLS (5)	047166	07/28/2015	151203		192.50	
	001-092-510	CS PAPER TOWELS 30/ROLLS (5)	047166	07/28/2015	151203		129.50	
	001-092-510	CS BROWN MF TOWELS (8)	047166	07/28/2015	151203		159.60	
	001-092-510	FURNITURE POLISH	047166	07/28/2015	151203		57.00	
	001-092-510	LYSOL 19OZ SPRAY (2)	047166	07/28/2015	151203		136.56	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	152416	08/04/2015	07/29/2015			1,139.96	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS LATEX PF GLOVES 100/CT	047166	07/28/2015	151203		59.50	
	001-092-510	CS 24X33 CAN LINERS 500/CT	047166	07/28/2015	151203		45.90	
	001-092-510	CS 30X36 CAN LINERS 200/CT	047166	07/28/2015	151203		37.90	
	001-092-510	MOP BUCKET W/PRESS	047166	07/28/2015	151203		53.95	
	001-092-510	MOP HANDLE	047166	07/28/2015	151203		8.95	
	001-092-510	CS RAGS 25LBS	047166	07/28/2015	151203		35.55	
	001-092-510	CS PINE SOL 3/144OZ	047166	07/28/2015	151203		29.25	
	001-092-510	DAMP MOP 4GAL	047166	07/28/2015	151203		35.80	
	001-092-510	CS CLOROX WIPES 12/78CT	047166	07/28/2015	151203		65.40	
	001-092-510	CS/6 TOILET MATS	047166	07/28/2015	151203		59.65	
	001-092-510	CS/100 38X58 CAN LINER	047166	07/28/2015	151203		32.95	
001	CUMMINS MID-SOUTH INC.	152418	08/04/2015	07/29/2015			4,062.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	E1 MAINTENANCE & REPAIR	010-45990	07/16/2015	151136		4,062.74	
001	MID SOUTH UNIFORM & SUPPLY, INC.	152419	08/04/2015	07/29/2015			2,178.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANTS W/ BLUE (9)	533373	07/10/2015	151091		373.50	
	001-100-535	NAVY PANTS W/ GOLD (4)	533373	07/10/2015	151091		166.00	
	001-100-535	NAVY LS SHIRT (2)	533373	07/10/2015	151091		89.28	
	001-100-535	NAVY SS SHIRT (8)	533373	07/10/2015	151091		336.00	
	001-100-535	TEX TROP SS WHITE SHIRT (4)	533373	07/10/2015	151091		198.20	
	001-100-535	NAVY BRAID (13)	533373	07/10/2015	151091		55.25	
	001-100-535	LT BLUE BRAID (9)	533373	07/10/2015	151091		38.25	
	001-100-535	OLD GOLD BRAID (4)	533373	07/10/2015	151091		17.00	
	001-100-535	SEW ON PATCHES (24)	533373	07/10/2015	151091		16.08	
	001-100-535	NAVY SHIRT LS (3)	533494	07/15/2015	151085		133.92	
	001-100-535	NAVY SS SHIRT (6)	533494	07/15/2015	151085		252.00	
	001-100-535	NAVY PANTS W/ GOLD	533494	07/15/2015	151085		124.50	
	001-100-535	NAVY PANTS W/ BLUE (3)	533494	07/15/2015	151085		124.50	
	001-100-535	COACH JACKET	533494	07/15/2015	151085		29.04	
	001-100-535	MERIDIAN JACKET W/ PANELS	533494	07/15/2015	151085		132.36	
	001-100-535	SEW ON PATCHES (20)	533494	07/15/2015	151085		13.40	
	001-100-535	NAVY BRAID (6)	533494	07/15/2015	151085		25.50	
	001-100-535	BRAID LT BLUE (3)	533494	07/15/2015	151085		12.75	
	001-100-535	MER ID PANEL DK NAVY	533494	07/15/2015	151085		15.27	
	001-100-535	EMBROIDER FRONT	533494	07/15/2015	151085		5.00	
	001-100-535	EMBROIDER BACK (6)	533494	07/15/2015	151085		7.50	
	001-100-535	BRAID OLD GOLD (3)	533494	07/15/2015	151085		12.75	
001	GULF STATES DISTRIBUTORS	152421	08/04/2015	07/29/2015			573.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BUCK TACTICAL UNIT CASE	1219773-IN	07/21/2015	151171		129.00	
	001-100-559	SLUG TACTICAL UNIT CASE	1219773-IN	07/21/2015	151171		139.00	
	001-100-559	CS/500 AMMO 9MM	1219773-IN	07/21/2015	151171		255.00	
	001-100-559	SHIPPING CHARGES	1219773-IN	07/21/2015	151171		50.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NEWELL PAPER COMPANY	152422	08/04/2015	07/29/2015			127.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 96/2 PLY TISSUE	846411	07/14/2015	151125		29.61	
	001-092-510	CS 16 MF PAPER TOWELS (3)	846411	07/14/2015	151125		41.52	
	001-092-510	CS 12/200Z DISINFECT SPRAY	846411	07/14/2015	151125		39.60	
	001-092-510	CS 100 CAN LINERS 40 X 46	846411	07/14/2015	151125		17.24	
001	GULF COAST BUSINESS SUPPLY CO.	152425	08/04/2015	07/29/2015			539.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 4/GAL PINE CLEANER (2)	109270	07/14/2015	151123		39.92	
	001-092-510	SCRUBBING SPONGE 6/PK	109270	07/14/2015	151123		7.77	
	001-092-510	SCRUBBING SPONGE 6/PK	109278.1	07/16/2015	151123		18.87	
	001-040-500	CS COPY PAPER (10)	109872	07/24/2015	151195		309.80	
	001-040-500	CANARY COPY PAPER (10)	109872	07/24/2015	151195		149.50	
	001-040-500	LEGAL WRITING PADS 12/PK	109872	07/24/2015	151195		9.45	
	001-040-500	POST IT NOTES 12/PK	109872	07/24/2015	151195		3.99	
001	CUSTOM PRODUCTS CORPORATION	152426	08/04/2015	07/29/2015			705.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	36X30 BICYCLE STATE LAW SIGNS	264767	07/28/2015	151156		672.16	
	001-201-576	SHIPPING	264767	07/28/2015	151156		33.39	
001	MS TROPHY, LLC	152427	08/04/2015	07/29/2015			86.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAME/SERVING BAR (2)	5706	07/14/2015	151130		56.40	
	001-100-535	SHIPPING	5706	07/14/2015	151130		2.32	
	001-100-535	NAME/SERVING BAR: RODRIGUEZ	5653	07/01/2015	151084		28.20	
001	NAFECO, INC. (NORTH ALABAMA FIRE EQUIP.)	152429	08/04/2015	07/29/2015			9,018.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	TACTICAL SHIRT SS NAVY (90)	785196	06/18/2015	150984		3,325.50	
	001-161-535	TACTICAL SHIRT SS WHITE (16)	785196	06/18/2015	150984		517.30	
	001-161-535	TACTICAL SHIRT LS NAVY (30)	785196	06/18/2015	150984		1,168.50	
	001-161-535	TACTICAL SHIRT LS WHITE (5)	785196	06/18/2015	150984		194.75	
	001-161-535	NECKTIE BLK (5)	785196	06/18/2015	150984		20.00	
	001-161-535	NECKTIE NAVY (30)	785196	06/18/2015	150984		120.00	
	001-161-535	SHIPPING COST	785196	06/18/2015	150984		76.46	
	001-161-535	TACTICAL PANT (108)	786197	06/29/2015	150984		3,402.00	
	001-161-535	SHIPPING COST	786197	06/29/2015	150984		99.19	
	001-161-535	TACTICAL PANT (3)	788125	07/15/2015	150984		94.50	
	001-161-535	SHIPPING COST	788125	07/15/2015	150984		10.98	
	001-161-535	RTN CRDT: TACTICAL PANT (3)	788206	07/16/2015	150984		-94.50	
	001-161-535	TACTICAL SHIRT SS WHITE (2)	788145	07/16/2015	150984		73.90	
	001-161-535	SHIPPING COST	788145	07/16/2015	150984		10.29	
001	VERNON W DOSTER MD	152431	08/04/2015	07/29/2015			445.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	DRUG SCREEN: PARKER,J	17458	06/29/2015	151086		45.00	
	001-100-604	PRE-EMP PHYSICAL: PARKER,J	17458	06/29/2015	151086		50.00	
	001-100-604	EKG: PARKER,J	17458	06/29/2015	151086		60.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VERNON W DOSTER MD	152431	08/04/2015	07/29/2015			445.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	DRUG SCREEN: MORGAN,R		17462	06/29/2015	151087		25.00
	001-022-604	PRE-EMP PHYSICAL: MORGAN,R		17462	06/29/2015	151087		50.00
	001-022-604	DRUG SCREEN: SULLIVAN,J		17270	06/08/2015	151016		25.00
	001-022-604	PRE-EMP PHYSICAL: SULLIVAN,J		17270	06/08/2015	151016		50.00
	001-161-604	DRUG SCREEN: JONES,J		17237	06/03/2015	150978		45.00
	001-161-604	PRE-EMP PHYSICAL: JONES,J		17237	06/03/2015	150978		50.00
	001-161-604	PFT: JONES,J		17237	06/03/2015	150978		45.00
001	GREGG'S AFFORDABLE AUTO GLASS	152433	08/04/2015	07/29/2015			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPL WINDSHIELD UNIT #14400		33575	07/16/2015	151132		165.00
001	THE SUN HERALD	152435	08/04/2015	07/29/2015			99.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: SPLASH PAD		T561577111	07/22/2015	151164		99.14
001	COMM-TECH SOLUTIONS INC	152436	08/04/2015	07/29/2015			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	INSTALL CAMERA:NORTH SUB-STN		15128	07/25/2015	151180		200.00
001	SECURE NETWORKS LLC	152438	08/04/2015	07/29/2015			1,158.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	DELL OPTIPLEX 3020		2459	07/13/2015	151051		646.00
	001-100-799	LEXMARK CS410DN PRINTER		2459	07/13/2015	151051		487.99
	001-100-799	SHIPPING CHARGES		2459	07/13/2015	151051		25.00
001	STAPLES BUSINESS ADVANTAGE DEPT	152440	08/04/2015	07/29/2015			564.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	496791 - CARDSTOCK 3/250PK		3260045731	03/14/2015	150636		45.24
	001-090-500	423879 - HP 305A BLACK TONER		3260045731	03/14/2015	150636		79.74
	001-090-500	SHARPIE DZ		3260045731	03/14/2015	150636		10.75
	001-090-500	SHARPIE ASST 4/PK (2)		3260045731	03/14/2015	150636		18.58
	001-090-500	355327 - 3" RING BINDER (4)		3260045731	03/14/2015	150636		49.52
	001-090-500	3 HOLE PUNCH		3260045731	03/14/2015	150636		61.03
	001-090-500	421682 - HP LASERJET PRINTER		3271722116	07/14/2015	151127		299.99
001	TASER INTERNATIONAL INC	152441	08/04/2015	07/29/2015			524.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	DPM BATTERY PK ASSEMBLED (10)		SI1406332	07/20/2015	151143		368.00
	001-100-559	HOLSTER RX26 BLACKHAWK (4)		SI1406332	07/20/2015	151143		144.00
	001-100-559	SHIPPING		SI1406332	07/20/2015	151143		12.96
001	CUPIT SIGNS INC	152442	08/04/2015	07/29/2015			224.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH FOOTBALL BANNERS (3)		11649	07/23/2015	151152		224.97
001	GRAFIX SHOPPE	152445	08/04/2015	07/29/2015			41.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	COG BUMPER LETTERS: CRWN VIC		101870	07/21/2015	151144		25.00
	001-100-638	SHIPPING		101870	07/21/2015	151144		16.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI LAW RESEARCH INSTITUTE	152446	08/04/2015	07/29/2015			376.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-684	RULES OF THE ROAD BOOK (30)		07282015	07/28/2015	151140		376.00
001	UNIFORM WAREHOUSE INC	152447	08/04/2015	07/29/2015			50.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	SGT CHEVRON GOLD/BLACK (40)		495176	07/15/2015	151131		39.60
	001-100-559	SHIPPING		495176	07/15/2015	151131		10.99
001	EAGLE ENGRAVING INC	152448	08/04/2015	07/29/2015			234.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	COMM BAR VALOR (5)		2015-1896	07/23/2015	150905		75.00
	001-100-559	COMM BAR #A7922 (5)		2015-1896	07/23/2015	150905		75.00
	001-100-559	COMM BAR KATRINA 2005 (5)		2015-1896	07/23/2015	150905		75.00
	001-100-559	SHIPPING CHARGES		2015-1896	07/23/2015	150905		9.95
001	ECONOMY BOOTS SALES & SERVICE	152449	08/04/2015	07/29/2015			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	S ZIP BOOTS: HUNTER		37384	07/13/2015	151129		100.00
	001-100-535	S ZIP BOOTS: PESCH		37385	07/13/2015	151129		100.00
	001-100-535	DUTY BOOTS: CROCKER		37360	07/08/2015	151092		100.00
	001-100-535	DUTY BOOTS: KILLINGSWORTH		37335	07/01/2015	151092		100.00
	001-100-535	DUTY BOOTS: PARKER		37367	07/10/2015	151092		100.00
	001-100-535	S ZIP BOOTS: BLEVINS		37442	07/28/2015	151198		100.00
	001-100-535	S ZIP BOOTS: HOLTER		37443	07/28/2015	151198		100.00
FUND TOTAL	1 Claims	to	Checks	46 Total	53,435.82 Manual	Held	Total	53,435.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK BANK	152395	08/04/2015	07/29/2015			22,080.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	007-680-807	BOND INT GAUTIER210		09012015	07/06/2015		22,080.00	
FUND TOTAL	7 Claims	to	Checks	1 Total	22,080.00	Manual	Held	Total 22,080.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
013	GULF BREEZE LANDSCAPING LLC Account Number 013-021-750	152403	08/04/2015	07/29/2015			82,030.90	
		Description		Invoice #	Date	P.O.	Amount	
		PH III:PEDESTRIAN ACCESS IMP		2	07/13/2015		82,030.90	
FUND TOTAL	13 Claims	to	Checks	1 Total	82,030.90	Manual	Held	Total 82,030.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
103	MID SOUTH UNIFORM & SUPPLY, INC. Account Number 103-100-799	152420	08/04/2015	07/29/2015			3,360.00	
	Description XTREME HP BODY ARMOR 06 (5)			Invoice # 533381	Date 07/10/2015	P.O. 150959	Amount	
FUND TOTAL 103 Claims	to	Checks	1 Total	3,360.00 Manual		Held		
							3,360.00	3,360.00
							Total	3,360.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	BELL AUTO PARTS, INC.	152423	08/04/2015	07/29/2015			2,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	SCAG MOWER BLADES (30)		40953	07/27/2015	151151		450.00
	166-201-559	EXMARK MOWER BLADES (90)		40953	07/27/2015	151151		1,350.00
	166-201-559	EXMARK MOWER BLADES (60)		40953	07/27/2015	151151		900.00
166	MURRAY'S NURSERY	152424	08/04/2015	07/29/2015			810.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	LANTANA GOLD 1GAL (225)		7865	07/21/2015	151150		450.00
	166-201-559	JUNIPER PARSONII 3GAL (48)		7865	07/21/2015	151150		360.00
166	SOUTHERN BARKS, INC.	152430	08/04/2015	07/29/2015			2,540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	100YD LOAD WOOD FIBER MULCH		1169	07/17/2015	151133		1,200.00
	166-201-559	FUEL CHARGE		1169	07/17/2015	151133		70.00
	166-201-559	100YD LOAD WOOD FIBER MULCH		1172	07/24/2015	151133		1,200.00
	166-201-559	FUEL CHARGE		1172	07/24/2015	151133		70.00
166	VERNON W DOSTER MD	152432	08/04/2015	07/29/2015			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-604	DRUG SCREEN: TRIPLETT		17207	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: TRIPLETT		17207	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: ENGLE		17194	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: ENGLE		17194	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: DAVIS,E		17199	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: DAVIS,E		17199	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEEN: THIGPEN,C		17193	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: THIGPEN,C		17193	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: RUFFIN		17197	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: RUFFIN		17197	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: SMITH		17196	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: SMITH		17196	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: MIXON,R		17195	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: MIXON,R		17195	06/01/2015	150977		50.00
	166-201-604	DRUG SCREEN: MASON		17272	06/01/2015	150977		25.00
	166-201-604	PRE-EMP PHYSICAL: MASON		17272	06/01/2015	150977		50.00
166	ACE HARDWARE OF OCEAN SPRINGS	152443	08/04/2015	07/29/2015			997.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	TRM HEAD AUTOCUT (4)		30468/1	07/15/2015	151126		98.52
	166-201-559	5LB X-LINE .105" (4)		30468/1	07/15/2015	151126		211.02
	166-201-559	RANGER PRO		30467/1	07/15/2015	151124		469.99
	166-201-559	4GAL SURF-AC (4)		30467/1	07/15/2015	151124		218.20
FUND TOTAL 166 Claims	to	Checks	5 Total	7,647.73	Manual	Held	Total	7,647.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	152404	08/04/2015	07/29/2015			2,965.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JUL 2015	07/20/2015			2,965.37
FUND TOTAL 172 Claims	to	Checks	1 Total	2,965.37	Manual	Held	Total	2,965.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	152364	08/04/2015	07/23/2015			227.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	JUL 2015 DSL		2284970676	07/14/2015			110.00
	176-170-605	MONTHLY SERVICE		2284970676	07/14/2015			117.01
176	AT&T	152366	08/04/2015	07/23/2015			200.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	07/14/2015			200.20
176	FUELMAN OF MS	152388	08/04/2015	07/29/2015			121.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP44887809	07/20/2015			121.04
176	FUELMAN OF MS	152391	08/04/2015	07/29/2015			59.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP44930991	07/27/2015			59.84
176	SINGING RIVER E.P.A.	152410	08/04/2015	07/29/2015			2,268.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	07162015	07/28/2015			1,772.13
	176-170-631	HOUSE	76855002	07162015	07/28/2015			496.16
176	REYNOLDS WHOLESALE CO.	152417	08/04/2015	07/29/2015			84.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CS 12/9" JUMBO JR TISSUE		47061	07/20/2015	151157		25.50
	176-170-559	CS 6/12" VB JUMBO TISSUE (2)		47061	07/20/2015	151157		59.00
176	ACE HARDWARE OF OCEAN SPRINGS	152444	08/04/2015	07/29/2015			169.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	TURF MARK GREEN		30466/1	07/15/2015	151089		169.75
FUND TOTAL 176 Claims to		Checks	7 Total	3,130.63	Manual	Held	Total	3,130.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	152239	08/04/2015	08/01/2015			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		07092015	07/09/2015		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		07092015	07/09/2015		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		07092015	07/09/2015		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		07092015	07/09/2015		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		07092015	07/09/2015		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		07092015	07/09/2015		9,665.99	
400	AT&T	152333	08/04/2015	07/17/2015			56.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	07/06/2015		56.27	
400	AT&T	152367	08/04/2015	07/23/2015			89.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	07/14/2015		89.65	
400	IRBY'S ANSWERING SERVICE	152371	08/04/2015	07/28/2015			413.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 7/15/15 - 8/11/15		277-071515	07/15/2015		413.25	
400	AT&T	152390	08/04/2015	07/29/2015			99.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	07/14/2015		99.05	
400	SINGING RIVER E.P.A.	152393	08/04/2015	07/29/2015			2,578.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		07122015	07/23/2015		718.15	
	400-651-631	LIFT STATIONS 28779		07122015	07/23/2015		184.69	
	400-651-631	SCHOONER WELL 20688		07092015	07/21/2015		1,349.64	
	400-651-631	LIFT STATIONS 20688		07092015	07/21/2015		217.28	
	400-651-631	LIFT STNS 89627001		07132015	07/24/2015		69.00	
	400-651-631	LIFT STNS 89702001		07132015	07/24/2015		40.15	
400	SINGING RIVER E.P.A.	152394	08/04/2015	07/29/2015			3,934.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		07132015	07/24/2015		2,106.94	
	400-651-631	WATER WELLS 17881		07132015	07/24/2015		1,827.11	
400	2012 GUD BONDS DEBT SERVICE	152397	08/04/2015	07/29/2015			116,708.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	AUG 2015 PRN PMT		08012015	07/31/2015		106,666.67	
	400-680-817	AUG 2015 INT PMT		08012015	07/31/2015		10,041.66	
400	AMERICAN TANK MAINTENANCE LLC	152399	08/04/2015	07/29/2015			30,894.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SCHEDULED MAINTENANCE		5768	07/23/2015		30,894.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	152400	08/04/2015	07/29/2015			4,702.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2015 STATEMENTS		19325	07/14/2015			1,202.54
	400-650-698	JUN 2015 POSTAGE		1425201507	07/14/2015			3,500.00
400	CABLE ONE	152412	08/04/2015	07/29/2015			78.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	AUG 2015: #107663106		07162015	07/23/2015			78.77
400	SINGING RIVER E.P.A.	152413	08/04/2015	07/29/2015			8,141.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17882		07142015	07/27/2015			2,532.00
	400-651-631	WATER WELLS 17882		07142015	07/27/2015			3,669.51
	400-651-631	CITY HALL SOUTH 17882		07142015	07/27/2015			1,939.98
400	AMERICAN RED CROSS	152414	08/04/2015	07/29/2015			2,853.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		07162015	07/28/2015			211.41
	400-651-631	LIFT STNS 17884		07162015	07/28/2015			1,304.87
	400-651-631	LIFT STNS 17883		07162015	07/28/2015			1,287.87
	400-651-631	WATER WELL 17883		07162015	07/28/2015			49.06
400	MICRO METHODS INC	152428	08/04/2015	07/29/2015			167.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	TOTAL SUSPENDED SOLIDS		1507266186	07/23/2015	151160		52.00
	400-651-667	TOTAL ORGANIC CARBON		1507281186	07/23/2015	151160		40.00
	400-651-667	TOTAL ALKALINITY		1507281186	07/23/2015	151160		15.00
	400-651-667	COLOR SAMPLES (3)		1507377186	07/21/2015	151160		60.00
400	C & M ELECTRIC MOTOR SERVICE, INC.	152434	08/04/2015	07/29/2015			649.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	20HP MOTOR RPM1800:WESTGATE		11672	07/14/2015	151122		649.80
400	SOUTHERN WATERWORKS SUPPLY, INC	152437	08/04/2015	07/29/2015			2,174.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2" CURB STOP NL FIPT		59937	07/15/2015	151057		206.68
	400-651-583	24"X20" DBL CORRUG PIPE (4)		59996	07/20/2015	151148		1,387.90
	400-651-583	24" HI-Q TEE		59996	07/20/2015	151148		411.65
	400-651-583	24" SPLIT BAND COUPLER (2)		59996	07/20/2015	151148		80.07
	400-651-583	80Z NON WOVEN GEO FABRIC		60112	07/24/2015	151148		88.50
400	SECURE NETWORKS LLC	152439	08/04/2015	07/29/2015			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	MS OFFICE: FILTRATION PLANT		2477	07/23/2015	151161		250.00
400	LYMAN WELL COMPANY	152451	08/04/2015	07/29/2015			3,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	FLOW TEST/MALL, BEASLEY, 57, OFF		17569	07/16/2015	151082		2,000.00
	400-651-581	FLOW TEST LARK		17569	07/16/2015	151082		900.00
	400-651-581	FLOW TEST WESTGATE & HONDURAS		17569	07/16/2015	151082		800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
FUND TOTAL 400 Claims	to	Checks	18 Total	220,918.23	Manual		Held	Total 220,918.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	ENTERPRISE FUND	152401	08/04/2015	07/29/2015			50,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-900-979	BUDGETED TRANSFER		07312015	07/31/2015		50,000.00	
FUND TOTAL 404 Claims	to	Checks	1 Total	50,000.00	Manual	Held	Total	50,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	ESRI INC	152450	08/04/2015	07/29/2015			1,825.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	409-223-559		ARCGIS DESKTOP: LICENSE	93003453	07/14/2015	150969		1,425.00
	409-223-559		ARCGIS DESKTOP: MAINTENANCE	93003452	07/14/2015	150969		400.00
FUND TOTAL 409 Claims	to	Checks	1 Total	1,825.00 Manual		Held		Total 1,825.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	SECURE NETWORKS LLC	152402	08/04/2015	07/29/2015			85.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-652-780	LINKSYS MODEM ROUTER		2476	07/23/2015			85.00
FUND TOTAL 421 Claims	to	Checks	1 Total	85.00 Manual		Held	Total	85.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
602	FIRST NATIONAL BANK TRUST DEPT	152398	08/04/2015	07/29/2015			53,850.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	602-000-133	SEP 2015 INTEREST PMT		09012015	07/15/2015		53,850.00	
FUND TOTAL 602 Claims	to	Checks	1 Total	53,850.00	Manual	Held	Total	53,850.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	46 Total	53,435.82 Manual	Held	Total	53,435.82
FUND 7 Claims	to	Checks	1 Total	22,080.00 Manual	Held	Total	22,080.00
FUND 13 Claims	to	Checks	1 Total	82,030.90 Manual	Held	Total	82,030.90
FUND 103 Claims	to	Checks	1 Total	3,360.00 Manual	Held	Total	3,360.00
FUND 166 Claims	to	Checks	5 Total	7,647.73 Manual	Held	Total	7,647.73
FUND 172 Claims	to	Checks	1 Total	2,965.37 Manual	Held	Total	2,965.37
FUND 176 Claims	to	Checks	7 Total	3,130.63 Manual	Held	Total	3,130.63
FUND 400 Claims	to	Checks	18 Total	220,918.23 Manual	Held	Total	220,918.23
FUND 404 Claims	to	Checks	1 Total	50,000.00 Manual	Held	Total	50,000.00
FUND 409 Claims	to	Checks	1 Total	1,825.00 Manual	Held	Total	1,825.00
FUND 421 Claims	to	Checks	1 Total	85.00 Manual	Held	Total	85.00
FUND 602 Claims	to	Checks	1 Total	53,850.00 Manual	Held	Total	53,850.00
Total for all Funds			Checks 84 Total	501,328.68 Manual	Held	Total	501,328.68

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

ORDER NUMBER 147-2015

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

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

RESOLUTION NUMBER 025-2015

A RESOLUTION DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 1619 MARY ANN DRIVE GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER TO ABATE THE UNSAFE CONDITIONS OF VACANT PROPERTY AND STRUCTURES

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of \$8,875.00 for the demolition and removal of derelict structures, filling of an open/abandoned swimming pool, and the clean-up of the overgrown property considered a menace to the public health, safety, and welfare of the community located at 1619 Mary Ann Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier imposes a penalty of \$4,437.00, which reflects ½ of the actual cost of abatement,

NOW THEREFORE, IT IS RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi that a lien in the amount of \$13,312.00 is hereby placed on the following described property at 1619 Mary Ann Drive, Gautier, Mississippi.

That certain property listed on the Jackson County land rolls as Lot 136 & W1/2 of lot 137 Seacliffe Subdivision 3rd Addition PB 9-51 Deed Book 1559 page 532 (177M Map 871.12-03)

Name and Address:

**Pelfresne W Villa Venice (B&B)
P.O. Box 129
Island Lake, IL 60042**

Parcel Identification Number 87110371.000

BE IT FURTHER RESOLVED, that the said lien shall be a lien against the property and enrolled in the office of the tax collector of the municipality.

BE IT FURTHER RESOLVED, that the City Manager or City Clerk is authorized to execute any and all documents necessary.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Clint Creel, Animal Control/Code Enforcement Officer
Through: Chandra Nicholson, Economic Development and Planning Director
Scott Ankerson, Building Official
Date: July 28, 2015
Subject: 1619 Mary Ann Drive Gautier, Mississippi 39553
Lien/Council Order Request to Adjudicate Private Property Clean Up Costs

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the private property identified below was cleaned to the satisfaction of the Economic Development and Planning Director.

Per the attached invoice from TRI-STAR Demolition Service, who was authorized to remove the existing pool house, demolish an in-ground swimming pool, and remove an existing slab from the former primary residence, the City of Gautier incurred a cost of \$8,875.00 combined with a penalty fee of \$4,437.00 equals a sum of \$13,312.00.

Legal Description: PIDN 87110371.000
Lot 136 & W1/2 of Lot 137 Seacliffe Subdivision 3rd Addition
Deed Book 1559, page 532

Property Address: 1619 Mary Ann Drive Gautier Mississippi 39553

Owners of Record: Pelfresne W Villa Venice (B&B)
Last Known Address: P.O. Box 129
Island Lake, IL 60042

BACKGROUND:

This property was approved for private property clean up during the City of Gautier, Council Meeting and Public Hearing held on March 17, 2015. After considering staff, citizen, and neighbors' comments during the public hearing, the mayor and city council approved the recommendation of staff to clean up the private property after the statutory 10-day appeal period from the date of council action and adjournment (April 2, 2015). The property owner was given the opportunity to clean the property before the city proceeded with a contractor to clean the property. TRI-STAR Demolition Service started the authorized clean up and securing the property on June 2, 2015 and completed the task on June 16, 2015, to the satisfaction of the Economic Development and Planning Department.

DISCUSSION:

Mississippi Statute provides procedures for municipalities to clean private property determined to be a menace to the municipal community thus:

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

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

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

RECOMMENDATION:

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

ATTACHMENTS 6:

1. Draft Order
2. Before and After Photos
3. Invoice/Purchase Order
4. Council Decision Letter
5. Property Tax Document
6. Parcel Information





TRI-STAR**DEMOLITION SERVICE, LLC****228-219-6995**

6/10/2015

CGD06042015

BILL TO:

City of Gautier
3330 HWY 90
Gautier, MS 39553

Please Remit:

Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563
228-219-6995

Service Location:

1619 Mary Ann Dr.
 Gautier, MS 39553

P O Number:

150960

Project

Existing slab demo
 and clean-up

Service Date	Item	Description	Amount
06/04/2015	Demolition and removal of existing slab from former primary residence		
		Demolition	\$1000.00
		Hauling of concrete	\$475.00
		2 loads of dirt including excavation	\$450.00
		TOTAL	\$1,925.00

Tri-Star Demolition is licensed and insured with the City of Gautier and has completed the following at the above location:

- Contractor will secure the necessary permits
- Contractor to notify 811 for underground utility locates
- Install silt screen prior to beginning demolition
- Demolition and removal of existing slab from former primary residence
- Fill footprint complete and grade back to natural plain
- Sow grass seed upon completion for erosion control
- Clean site complete and haul all debris to proper landfill

**A one-time mobilization fee will apply if a notice to proceed is awarded on all three projects*

Client's Signature

Date

Tri-Star Demolition Service, LLC

Date

James W. Thomas

**THANK YOU FOR
YOUR BUSINESS!**

RECEIVED
JUN 17 2015

BY: *AMZ*

TRI-STAR**DEMOLITION SERVICE, LLC****228-219-6995****06/10/2015****CGD-06102015****BILL TO:**

City of Gautier
3330 HWY 90
Gautier, MS 39553

Please Remit:

Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563
228-219-6995

Service Location:

1619 Mary Ann Dr.
Gautier, MS 39553

PO Number:**150960****Project**

Pool House Demo
and Clean-up

Service Date	Item	Description	Amount
6/08/2015- 06/10/2015	• Demolition of Pool house and clean up		
		Demo pool house	\$1,000.00
		Slab removal	\$475.00
		1 Load of dirt including excavation	\$225.00
		Dump/Trucking fee	\$525.00
		TOTAL	\$2,225.00

Tri-Star Demolition is licensed and insured with the City of Gautier and has completed the following at the above location:

- Contractor will secure the necessary permits
- Contractor to notify 811 for underground utility locates
- Demolition and removal of one elevated pool house including cribbing.
- Remove concrete foundation under pool house
- Fill footprint complete and grade back to natural plane
- Compact fill material/ dirt & sow grass seed upon completion
- Clean site complete and haul all debris to proper landfill

***A one-time mobilization fee will apply if a notice to proceed is awarded on all three projects**

Client's Signature**Date**

Tri-Star Demolition Service, LLC

Date

James W. Thomas
 James W. Thomas

**THANK YOU FOR
 YOUR BUSINESS!**

JUN 17 2015

TRI-STAR**DEMOLITION SERVICE, LLC****228-219-6995****6/08/2015****CGD-06082015****BILL TO:**

City of Gautier
3330 HWY 90
Gautier, MS 39553

Please Remit:

Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563
228-219-6995

Service Location:

1619 Mary Ann Dr.
Gautier, MS 39553

PO Number:**150960****Project**

**Pool Demo and
Clean-up**

Service Date	Item	Description	Amount
6/4/2015- 6/8/2015	• Demolition of one In- ground swimming Pool		
		Dirt 28 loads @125.00 per load	\$ 3,500.00
		*Mobilization fee	\$250.00
		Operator/Labor	\$975.00
		TOTAL	\$4725.00

Tri-Star Demolition is licensed and insured with the City of Gautier and has completed the following at the above location:

- Contractor will secure the necessary permits
 - Contractor to notify 811 for underground utility locates
 - Mobilize equipment to site
 - Remove existing pool cover and drain pool complete
 - Fill pool footprint complete with fill dirt
 - Compact fill material/ dirt & sow grass seed upon completion
 - Clean site complete and haul all debris to proper landfill
- *A one-time mobilization fee will apply if a notice to proceed is awarded on all three projects***

Client's Signature**Date**

Tri-Star Demolition Service, LLC

Date

James W. Thomas

**THANK YOU FOR
YOUR BUSINESS!**

RECEIVED
JUN 17 2015

The city will place a lien against the taxes each time the property is cleaned along with an authorized administrative fee.

Again, you have until April 1, 2015, 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 – Friday, 8:00 AM - 5:00 PM, CST at (228) 497-1878, or by e-mail at cCreel@gautier-ms.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint Creel', written in a cursive style.

Clint Creel
Animal Control/Code Enforcement Officer

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date 2/18/2015

Tax Year 2014

Records Last Updated 2/17/2015

PROPERTY DETAIL

OWNER PELFRESNE W ACRES: **NA**
 VILLA VENICE (B&B) LAND VALUE: 53170
 PO BOX 129 IMPROVEMENTS: 4700
 ISLAND LAKE IL 60042 TOTAL VALUE: 57870
 ASSESSED: 8681

PARCEL 87110371.000

ADDRESS 1619 MARY ANN

TAX INFORMATION

YEAR 2014	TAX DUE	PAID	BALANCE
COUNTY	445.93	445.93	0.00
CITY	327.27	327.27	0.00
SCHOOL	406.97	406.97	0.00
TOTAL	1180.17	1180.17	0.00

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE 2/9/2015

MISCELLANEOUS INFORMATION

EXEMPT CODE LEGAL LOT 136 & W1/2 OF LOT 137
 HOMESTEAD CODE None SEACLIFFE S/D 3RD ADD PB 9-51
 TAX DISTRICT 3840 DB 1559-532 (177M MAP871.12-03
 PPIN 073117)
 SECTION 12
 TOWNSHIP 8S
 RANGE 7W

Book

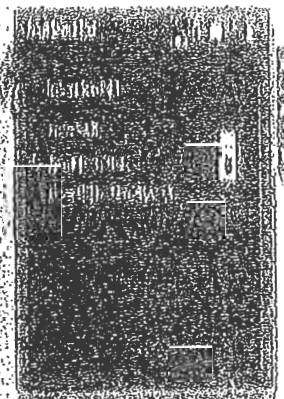
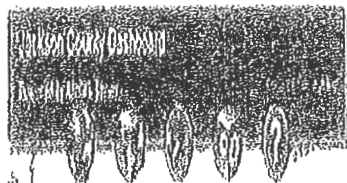
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PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**YearSold ToRedeemed Date/By

NO TAX SALES FOUND

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[PRIVACY POLICY](#)



Parcel Information	
APN:	3116101400
GISID:	3111213401200
Owner Information	
Name:	SHAWNEE W
Legal:	Section 12, Township 36N, Range 12E, S1/4
County:	CLATSOP CO, OR
City:	CLATSOP, OR
State:	OR
Zip:	97141
Land Information	
Section:	12
Township:	36N
Range:	12E
Quarter:	1/4
Value and Tax Information	
Total Assessed Value:	\$100,000
Total Appraised Value:	\$100,000
Improvement Value:	\$100,000
Land Value:	\$0
Tax Amount:	\$1,000
Sq. Ft.:	651
Year Built:	1960
Legal Description	
LOT 12 & 1/4 OF LOT 131 SDC UNIT 20 SDC 200 FS 1-31-05 1539-511 (11/1/2005 12-03)	
Deed Book / Page: 1539 / 312	



Flex Viewer

Powered by ArcGIS Server



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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 148-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Attendance from the Mississippi Municipal Court Clerks Association Summer Seminar June 22-23, 2015 for Donna Davis, Municipal Court Clerk is hereby accepted.

IT IS FURTHER ORDERED that the certificate of completion shall be made a permanent record of the minutes of the city council in the municipality from which the municipal clerk is appointed. Miss. Code Ann. § 21-23-12 (2014).

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 Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

Certificate of Attendance

THE MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION

AWARDS THIS CERTIFICATE TO

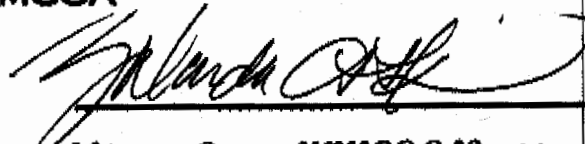
Donna Davis

FOR ATTENDING THE

MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION
SUMMER SEMINAR
JUNE 22-23, 2015

IF CASINO & RESORT BILOXI, MISSISSIPPI
CONDUCTED BY THE
MMCCA




Yolanda Atkins, MMCCA President

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Miss. Code Ann. § 21-23-12 (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 21-23-12

MISSISSIPPI CODE of 1972

*** Current through the 2014 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 21. MUNICIPALITIES CHAPTER 23. MUNICIPAL COURTS

Miss. Code Ann. § 21-23-12 (2014)

§ 21-23-12. Training and education program for municipal court clerks; instruction by Mississippi Judicial College; certificate of completion; compliance with Section 9-1-46

(1) Every person appointed as clerk of the municipal court shall be required annually to attend and complete a comprehensive course of training and education conducted or approved by the Mississippi Judicial College of the University of Mississippi Law Center. Attendance shall be required beginning with the first training seminar conducted after said clerk is appointed.

(2) The Mississippi Judicial College of the University of Mississippi Law Center shall prepare and conduct a course of training and education for municipal court clerks of the state. The course shall consist of at least twelve (12) hours of training per year. After completion of the first year's requirement, a maximum of six (6) hours training, over and above the required twelve (12) hours, may be carried forward from the previous year. The content of the course of training and when and where it is to be conducted shall be determined by the judicial college. A certificate of completion shall be furnished to those municipal court clerks who complete such course, and each certificate shall be made a permanent record of the minutes of the board of aldermen or city council in the municipality from which the municipal clerk is appointed.

(3) Upon the failure of any person appointed as clerk of the municipal court to file the certificate of completion as provided in subsection (2) of this section, within the first year of appointment, such person shall then not be allowed to carry out any of the duties of the office of clerk of the municipal court and shall not be entitled to compensation for the period of time during which such certificate remains unfilled.

(4) After August 1, 2015, and each year thereafter, the Administrative Office of Courts shall notify the judicial college of the name of any municipal court clerk who has not complied with the requirements of Section 9-1-46. The Mississippi Judicial College shall not provide such clerk with a certificate of completion of course work until such time that the Administrative Office of Courts has reported that the clerk is in compliance with the requirements of Section 9-1-46. Further, the Administrative Office of Courts shall report the names of all noncompliant clerks to the State Auditor and to the mayor of the municipality that employs the clerk.

HISTORY: SOURCES: Laws, 1992, ch. 423, § 1; Laws, 1996, ch. 309, § 1; Laws, 2014, ch. 457, § 71, eff from and after July 1, 2014.

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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 149-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held July 21, 2015 and Budget Work Session held July 28, 2015 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 4, 2015.

Motion made by **Councilman Colledge** to go to closed session to discuss going into executive session. Motion seconded by **Councilwoman Martin** and unanimously carried.

Motion made by **Councilman Colledge** to go to executive session to discuss ongoing Firefighter & Bemis litigation. Motion seconded by **Councilwoman Martin** and unanimously carried.

Motion made by **Councilman Colledge** authorizing Bordis & Danos, PLLC to file a cross appeal if/when a final judgement is rendered. Motion seconded by **Councilwoman Martin** and unanimously carried.

Motion made by **Councilwoman Martin** to come out of executive session. Motion seconded by **Councilman Colledge** and unanimously carried.

Motion made by **Councilwoman Martin** to recess until August 11, 2015 at 6:00pm. Motion seconded by **Councilman Anderson** and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.