Tuesday
October 15, 2013
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 15, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 15, 2013 @ 6:30 PM

I. Call to Order

1 Prayer

2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1 City of Gautier's Halloween Haunted Trails at Shepard State Park October 18th, 19th, 25th, 26th & 31st 6:30 PM to 10:30 PM

2 City of Gautier's Halloween Haunted Trails for business owners at Shepard State Park October 31st 6:30 PM to 10:30 PM

3 Gautier Mullet and Music Fest Saturday, October 19th and Sunday, October 20th between Lowe's and Singing River Mall Town Center

4 1st Annual Veterans Day Laying of the Wreath Ceremony November 11th 11:00 am at the Veterans Tribute Tower

IV. Presentation Agenda

1 Domestic Violence Awareness Month proclamation

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 Order authorizing pay request No. 1 for Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 (Old Shell Landing Sewer Improvements)

2 Order authorizing Sponsorship Order Agreement with Total Traffic Network (a Division of Clear Channel Broadcasting, Inc.) for Advertisement of Gautier Halloween Event

3 **Order authorizing submission of Notice of Intent to apply to the Mississippi Department of Archives and History (MDAH) for Certified Local Government (CLG) Grant Funding – Publications/Marketing Category**

4 **Order authorizing bid advertisement for an Energy Services Contract**

5 **Order authorizing loan for Police Cars**

6 **Order authorizing appointment to Gautier Historic Preservation Commission**

7 **Order authorizing appointment to Library Board**

8 **Order authorizing appointment to Planning Commission**
9 **Order authorizing appointment to Recreational Advisory Committee**

10 **Order authorizing appointment to Technical Review Committee**

11 **Order approving Docket of Claims**

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

1 **Order receiving September 2013 Privilege License Report**

2 **Order authorizing License Agreement with Lowe's Home Centers, Inc., for the purpose of the Gautier Mullet & Music Fest**

3 **Order approving Minutes from Council Meetings held October 1st and October 4th**

4 **Resolution approving the continuance of the Local Emergency for the Deep Water Horizon Oil Spill until further notice**

5 **Order approving Change Order #6 for the Gautier Fire Station Project #BL1102**

6 **Order accepting donated equipment from Shawn Alford, Secure Networks, Inc.**

7 **Order accepting donated equipment from Danny Senseney**

8 **Order authorizing the submission of an application for a State Farm Safety Grant**

9 **Order authorizing Agreement for Use of Equipment with Tim Shivers**

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
October 15, 2013

1 **Discuss Citizen Comments**

2 **Discuss Council Comments**

3 **Discuss City Manager Comments**

4 **Discuss City Clerk Comments**

5 **Discuss City Attorney Comments**

Adjourn until November 5, 2013 @ 6:30 PM
www.gautier-ms.gov

Motion was made by Councilman Vaughan to add Consent Item #10 – Increase Economic Development Planning Director's Petty Cash Fund by $200.00 to the agenda and approve the agenda order. Motion was seconded by Councilwoman Martin and unanimously carried.

Announcements

1. **City of Gautier's Halloween Haunted Trails at Shepard State Park October 18th, 19th, 25th, 26th & 31st 6:30 PM to 10:30 PM**
2. **City of Gautier's Halloween Haunted Trails and Festival Trick or Treat at Shepard State Park for business owners October 31st 6:30 PM to 10:30 PM**
3. **Gautier Mullet and Music Fest Saturday, October 19th and Sunday, October 20th between Lowe's and Singing River Mall Town Center**
4. **1st Annual Veterans Day Laying of the Wreath Ceremony November 11th 11:00 AM**

Presentation

1. **Domestic Violence Awareness Month proclamation presented to Stacey Myers**

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

ORDER NUMBER 249-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that pay request No. 1 in the amount of $181,889.85 for Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 (Old Shell Landing Sewer Improvements) 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 Jones, 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 October 15, 2013.

Tricia Thigpen

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Monday, October 07, 2013 4:48 PM
To: <tthigpen@gautier-ms.gov>
Subject: Fwd: Old Shell Landing Grinder Pump Job Pay Request no 1
Attachments: PR#1 Cvr Letter.pdf; Untitled attachment 00013.htm; approved PR#1.pdf; Untitled attachment 00016.htm

Sent from my iPhone

Begin forwarded message:

> **From:** "Samantha Abell" <sabell@gautier-ms.gov>
> **Date:** October 7, 2013 at 4:13:19 PM CDT
> **To:** <cbilbo@gautier-ms.gov>
> **Subject: FW: Old Shell Landing Grinder Pump Job Pay Request no 1**
> **Reply-To:** <sabell@gautier-ms.gov>
>
> For next Council agenda.
>
> Thanks.
>
> ---
>
> **From:** Ned Hogg [mailto:nhogg@seymoureng.com]
> **Sent:** Monday, October 07, 2013 12:57 PM
> **To:** sabell@gautier-ms.gov
> **Subject:** Old Shell Landing Grinder Pump Job Pay Request no 1
>
> Samantha,
>
> We are snail mailing the originals of the scanned attachments to you. You will have 4 copies of the contractors pay request and one of my recommending letter.
>
> I hope the timing fits in well with the council meetings. Let us know if you need anything in addition to the above.
>
> Thanks
>
> Edward L. (Ned) Hogg PE
> Seymour Engineering
> 925 Tommy Munro Dr., Ste G
> Biloxi, MS 39532
> ph: 228-385-2350 x108
> fax: 228-385-2353
> toll free: 888-385-2350
> email: nhogg@seymoureng.com

SEYMOUR
ENGINEERING
CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
SE
925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

October 4, 2013

Samantha D. Abell, City Manager
City of Gautier
Gautier City Hall
3330 Highway 90
Gautier, MS 39533

Re: Ocean Beach Estates and Shell Landing
Wastewater Collection Systems CIAP # MS.30.713
(Old Shell Landing Sewer Improvements)
Application for Payment No. 1

Dear Ms. Abell,

Enclosed you will find Pay Request No. 1 for the above referenced project. The work has been performed and is acceptable. We recommend to the City of Gautier, MS that Hudson Contracting, Inc. be paid the requested amount of $181,889.85.

Respectfully submitted,

SEYMOUR ENGINEERING

Edward L. (Ned) Hogg, P.E.
228-385-2350 x108
nhogg@seymoureng.com

ELH/mah

APPLICATION FOR PAYMENT NUMBER: 1

PROJECT: OLD SHELL LANDING SEWER IMPROVEMENTS
OWNER: CITY OF GAUTIER, MS.
OWNER PROJECT NO. MS.30.713
CONTRACTOR: HUDSON CONTRACTING, INC.
ENGINEER : SEYMOUR ENGINEERING
ENGINEER PROJECT #:

	TOTAL CONTRACT COST	EARNED THIS PERIOD	EARNED TO DATE	PERCENT COMPLETE
SEE WORKSHEET (ATTACHMENT A).....	$439,882.50	$191,463.00	$191,463.00	
TOTALS:	**$439,882.50**	**$191,463.00**	**$191,463.00**	**43.53%**

WORK PERIOD ENDING.....	27-Sep-13
APPLICATION DATED.....	10/2/2013
WORKING DAYS THIS PERIOD....	19
WORKING DAYS TO DATE.....	19
CONTRACT TIME.....	90
NOTICE TO PROCEED DATE.....	9/9/2013
SUBSTANTIAL COMPLETION DATE....	12/8/2013
TOTAL EARNED TO DATE.....	$191,463.00
TOTAL CONTRACT.....	$439,882.50
PERCENT COMPLETE.....	43.53%
PERCENT OF TIME ELAPSED....	21.11%

AMOUNT EARNED ON CONTRACT TO DATE.....	$	191,463.00
MATERIALS STORED AT CLOSE OF THIS PERIOD (ATTACH. B)..	$	0.00
GROSS AMOUNT DUE.....	$	191,463.00
5% RETAINAGE.....	$	(9,573.15)
AMOUNT DUE TO DATE.....	$	181,889.85
	$	
LESS PREVIOUS PAYMENTS.....	$	0.00
AMOUNT DUE THIS APPLICATION.....	$	**181,889.85**

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 0 through 0, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment, free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to OWNER).

ACCEPTED:
(CONTRACTOR)
BY: _____ DATED: 10/2/13

PAYMENT OF THE AMOUNT DUE THIS APPLICATION IS RECOMMENDED.
(ENGINEER)
BY: _____ DATED: 10/7/13

* NOTE: An on-site observation of the work has been performed, and to the best of my knowledge and information, the work approved for payment has been performed in general compliance with the plans and specifications.

APPLICATION FOR PAYMENT NO. 1				CIAP #MS.30.713					WORKSHEET	
				OLD SHELL LANDING SEWER IMPROVEMENTS					ATTACHMENT A	
OWNER:	THE CITY OF GAUTIER, MS.									
CONTRACTOR:	HUDSON CONTRACTING, INC.									

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
1	MOBILIZATION	LS	1.00	$ 25,000.00	$ 25,000.00	0	1	1	25,000.00	25,000.00	100.00%
2	DIRECTIONAL BORE 11/2" PVC WITHOUT CASING	EA	7	$ 360.00	$ 2,520.00	0	1	1	360.00	360.00	14.29%
3	REMOVE AND REPLACE GRAVEL DRIVEWAY	LF	100	$ 12.00	$ 1,200.00	0	0	0	0.00	0.00	0.00%
4	REMOVE AND REPLACE ASPHALT DRIVEWAY SURFACE	LF	20	$ 25.00	$ 500.00	0	0	0	0.00	0.00	0.00%
5	REMOVE AND REPLACE CONCRETE DRIVEWAY SURFACE	LF	20	$ 40.00	$ 800.00	0	0	0	0.00	0.00	0.00%
6	SELECT BACKFILL (NOT FOR ABANDONED SEPTIC SYSTEM)	CY	50	$ 25.00	$ 1,250.00	0	0	0	0.00	0.00	0.00%
7	CHECK VALVE AT CONNECTION TO MAIN	EA	42	$ 90.00	$ 3,780.00	0	17	17	1,530.00	1,530.00	40.48%
8	11/2" PVC HOUSE SERVICE LINE	LF	10,300	$ 3.65	$ 37,595.00	0	3290	3290	12,008.50	12,008.50	31.94%
9	INSTALL GRINDER PUMP STATION COMPLETE INCLUDING ELECTRICAL TO CONTROL PANEL	EA	42	$ 1,160.00	$ 48,720.00	0	20	20	23,200.00	23,200.00	47.62%
10	INSTALL ELECTRICAL FEED TO CONTROL PANEL WITHOUT SUFFICIENT ROOM IN EXISTING PANEL	EA	36	$ 675.00	$ 24,300.00	0	14	14	9,450.00	9,450.00	38.89%
11	FURNISH AND INSTALL ADDITIONAL LENGTH POWER WIRING AND CONDUIT TO CONTROL PANEL > 20 LF	LF	3,900	$ 6.50	$ 25,350.00	0	638	638	4,147.00	4,147.00	16.36%
12	MODIFY OLDER HOMES ELECTRICAL PANELS AS NEEDED (SEE LIST IN SPECS)	EA	6	$ 1,185.00	$ 7,110.00	0	2	2	2,370.00	2,370.00	33.33%
13	REMOVE AND REPLACE FENCES WOODEN	LF	100	$ 12.00	$ 1,200.00	0	0	0	0.00	0.00	0.00%
14	REMOVE AND REPLACE FENCES CHAIN LINK	LF	100	$ 10.00	$ 1,000.00	0	0	0	0.00	0.00	0.00%

APPLICATION FOR PAYMENT NO. 1			CIAP #MS.30.713						WORKSHEET	
			OLD SHELL LANDING SEWER IMPROVEMENTS						ATTACHMENT A	
OWNER:	THE CITY OF GAUTIER, MS.									
CONTRACTOR:	HUDSON CONTRACTING, INC.									

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
15	4" PVC GRAVITY SANITARY SEWER LINE 10 LF AND TIE IN TO EXISTING	EA	42	$ 540.00	$ 22,680.00	0	16	16	8,640.00	8,640.00	38.10%
16	4" PVC GRAVITY SANITARY SEWER LINE > 10 LF	LF	500	$ 7.50	$ 3,750.00	0	91	91	682.50	682.50	18.20%
17	4" PVC TUNNEL UNDERNEATH SIDEWALK	LF	100	$ 10.00	$ 1,000.00	0	0	0	0.00	0.00	0.00%
18	SODDING FOR LAWN RESTORATION	SY	2,300	$ 4.00	$ 9,200.00	0	0	0	0.00	0.00	0.00%
19	FURNISH GRINDER PUMP STATION EQUIPMENT WITH SEMI-POSITIVE GRINDER PUMP	EA	42	$ 1,875.00	$ 78,750.00	0	42	42	78,750.00	78,750.00	100.00%
20	FURNISH SPARE GRINDER PUMP STATION EQUIPMENT WITH SEMI-POSITIVE GRINDER PUMP AND SPARE PARTS KIT	EA	5	$ 1,380.00	$ 6,900.00	0	0	0	0.00	0.00	0.00%
21	FURNISH EXTRA DEPTH PUMP STATION (IF AND WHERE REQUIRED)	EA	5	$ 1,925.00	$ 9,625.00	0	3	3	5,775.00	5,775.00	60.00%
22	DEWATERING GRAVITY SEWER LINE AND GRINDER PUMP LOCATIONS	EA	42	$ 25.00	$ 1,050.00	0	0	0	0.00	0.00	0.00%
23	ABANDON AND FILL EXISTING SEPTIC SYSTEM	EA	43	$ 575.00	$ 24,725.00	0	0	0	0.00	0.00	0.00%
24	AIR RELIEF VALVE FOR 1 1/2" PVC SEWER SERVICE LINE	EA	3	$ 2,300.00	$ 6,900.00	0	0	0	0.00	0.00	0.00%
25	PROJECT SIGN	EA	1	$ 800.00	$ 800.00	0	1	1	800.00	800.00	100.00%
	ALTERNATE NO.1-ADDITIVE BID SCHEDULE										
1	DIRECTIONAL BORE 1 1/2" PVC WITHOUT CASING	EA	2	$ 360.00	$ 720.00	0	0	0	0.00	0.00	0.00%
2	REMOVE AND REPLACE GRAVEL DRIVEWAY SURFACE	LF	100	$ 12.00	$ 1,200.00	0	0	0	0.00	0.00	0.00%
3	SELECT BACKFILL (NOT FOR ABANDONED SEPTIC SYSTEM)	CY	5	$ 25.00	$ 125.00	0	0	0	0.00	0.00	0.00%

APPLICATION FOR PAYMENT NO. 1				CIAP #MS.30.713					WORKSHEET	
				OLD SHELL LANDING SEWER IMPROVEMENTS					ATTACHMENT A	
OWNER:	THE CITY OF GAUTIER, MS.									
CONTRACTOR:	HUDSON CONTRACTING, INC.									

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
4	CHECK VALVE AT CONNECTION TO MAIN (SIZE VARIES)	EA	10	$ 90.00	$ 900.00	0	0	0	0.00	0.00	0.00%
5	1 1/2" PVC HOUSE SERVICE LINE	LF	2,150	$ 3.65	$ 7,847.50	0	0	0	0.00	0.00	0.00%
6	INSTALL GRINDER PUMP STATION COMPLETE INCLUDING ELECTRICAL TO CONTROL PANEL	EA	10	$ 1,160.00	$ 11,600.00	0	0	0	0.00	0.00	0.00%
7	INSTALL ELECTRICAL FEED TO CONTROL PANEL WITHOUT SUFFICIENT ROOM IN EXISTING PANEL	EA	10	$ 675.00	$ 6,750.00	0	0	0	0.00	0.00	0.00%
8	FURNISH AND INSTALL ADDITIONAL LENGTH POWER WIRING AND CONDUIT TO CONTROL PANEL > 20 LF	LF	1,100	$ 6.50	$ 7,150.00	0	0	0	0.00	0.00	0.00%
9	REMOVE AND REPLACE FENCES WOODEN	LF	40	$ 12.00	$ 480.00	0	0	0	0.00	0.00	0.00%
10	REMOVE AND REPLACE FENCES CHAIN LINK	LF	40	$ 10.00	$ 400.00	0	0	0	0.00	0.00	0.00%
11	4" PVC GRAVITY SANITARY SEWER LINE 10 LF AND TIE IN TO EXISTING	EA	10	$ 540.00	$ 5,400.00	0	0	0	0.00	0.00	0.00%
12	4" PVC GRAVITY SANITARY SEWER LINE > 10 LF	LF	100	$ 7.50	$ 750.00	0	0	0	0.00	0.00	0.00%
13	4" PVC TUNNEL UNDERNEATH SIDEWALK	LF	25	$ 10.00	$ 250.00	0	0	0	0.00	0.00	0.00%
14	SODDING FOR LAWN RESTORATION	SY	600	$ 4.00	$ 2,400.00	0	0	0	0.00	0.00	0.00%
15	FURNISH GRINDER PUMP STATION EQUIPMENT WITH SEMI-POSITIVE GRINDER PUMP	EA	10	$ 1,875.00	$ 18,750.00	0	10	10	18,750.00	18,750.00	100.00%
16	FURNISH SPARE GRINDER PUMP STATION EQUIPMENT WITH SEMI-POSITIVE GRINDER PUMP AND SPARE PARTS KIT	EA	1	$ 1,380.00	$ 1,380.00	0	0	0	0.00	0.00	0.00%

APPLICATION FOR PAYMENT NO. 1				CIAP #MS.30.713							WORKSHEET	
				OLD SHELL LANDING SEWER IMPROVEMENTS							ATTACHMENT A	
OWNER:	THE CITY OF GAUTIER, MS.											
CONTRACTOR:	HUDSON CONTRACTING, INC.											

PAY ITEM NUMBER	DESCRIPTION OF PAY ITEM	UNIT	CONTRACT QUANTITY	CONTRACT UNIT COST	CONTRACT COST	QUANTITIES PREV	QUANTITIES CURR	QUANTITIES TOTAL	EARNED CURRENT	EARNED TO DATE	ITEM % COMP.
17	DEWATERING GRAVITY SEWER LINE AND GRINDER PUMP LOCATIONS	EA	10	$ 25.00	$ 250.00	0	0	0	0.00	0.00	0.00%
18	ABANDON AND FILL EXISTING SEPTIC SYSTEM	EA	10	$ 575.00	$ 5,750.00	0	0	0	0.00	0.00	0.00%
19	AIR RELIEF VALVE FOR 1 1/2" PVC SEWER SERVICE LINE	EA	1	$ 2,300.00	$ 2,300.00	0	0	0	0.00	0.00	0.00%
20	AIR RELIEF VALVE FOR 2" PVC SEWER SERVICE LINE	EA	2	$ 2,350.00	$ 4,700.00	0	0	0	0.00	0.00	0.00%
21	DIRECTIONAL BORE FOR 2" PVC SEWER SERVICE LINE WITHOUT CASING	EA	2	$ 450.00	$ 900.00	0	0	0	0.00	0.00	0.00%
22	2" PVC HOUSE SERVICE LINE	LF	2,400	$ 4.00	$ 9,600.00	0	0	0	0.00	0.00	0.00%
23	1 1/2" VALVE AND CONNECTION TO EXISTING MAIN (SIZE VARIES)	EA	9	$ 295.00	$ 2,655.00	0	0	0	0.00	0.00	0.00%
24	2" VALVE AND CONNECTION TO EXISTING 3" MAIN	EA	2	$ 685.00	$ 1,370.00	0	0	0	0.00	0.00	0.00%
25	1 1/2" VALVE	EA	1	$ 100.00	$ 100.00	0	0	0	0.00	0.00	0.00%
26	2" VALVE	EA	1	$ 450.00	$ 450.00	0	0	0	0.00	0.00	0.00%
	TOTAL BASE BID				**$439,882.50**				191,463.00	191,463.00	43.53%

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

ORDER NUMBER 250-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a sponsorship order agreement with Total Traffic Network (a Division of Clear Channel Broadcasting, Inc.) for advertisement of the City of Gautier sponsored Halloween Haunted Trails and Festival.

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 October 15, 2013.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Chandra Nicholson, Economic Development and Planning Director
Date:	October 4, 2013
Subject:	Sponsorship Order Agreement with Total Traffic Network (a Division of Clear Channel Broadcasting, Inc.) for Advertisement of Gautier Halloween Event

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REQUEST:

The Economic Development and Planning Department requests authorization for the City of Gautier to enter into a sponsorship order agreement with Total Traffic Network (a Division of Clear Channel Broadcasting, Inc.) for advertisement of the City of Gautier sponsored Halloween Haunted Trails and Festival.

BACKGROUND:

The City of Gautier's Cultural Services Division and the Gautier Firefighters Association will host a Halloween Haunted Trails and Festival at Shepard State Park on October 18th and 19th, October 25th and 26th, and October 31st. Total Traffic Network has submitted a proposal for broadcast sponsorships over a number of radio stations during the week of October 16th through October 22nd. The total cost for the 23 radio spots is $276.00. The City of Gautier is partnering with the City of Pascagoula to share advertising time and costs for events in both cities.

RECOMMENDATION:

City staff recommends that City Council authorize entering into a sponsorship order agreement with Total Traffic Network for the services described above.

The City Council may:

1. Authorize entering into the sponsorship order agreement as presented; or
2. Authorize entering into the sponsorship order agreement with changes; or
3. Disapprove entering into the sponsorship order agreement as presented.

ATTACHMENT(S):

Total Traffic Network Sponsorship Order Agreement

SAM: Samantha Catchot Advertiser City Of Gautier Ms

Total Traffic Network

SPONSORSHIP ORDER AGREEMENT

Contract Date 10/2/2013
Billing Code
Contract ID 11342

☑ New Advertiser Classification Local ☐ New Agency ☐ New Business

Advertiser City Of Gautier Ms
3330 Hwy 90
Gautier Ms 39553

Contact

CO-OP

Category Arts/Entertainment

Special Billing Instructions Attention - Chandra Nicholson
cnicholson@gautier-ms.gov

Additional SAM's

Agency

Contact

Contract Type ◉ Cash ○ Trade

Estimate Number

Bill To ○ Agency ◉ Advertiser ○ Both Combo Bill

Alternate Billing Information

Address

City State Zip

Contact

Phone Email

GRP Information

ALL SECTIONS MUST BE FILLED IN ORDER FOR THE ORDER TO BE ENTERED

☐ GRP Order

○ National - DMA
○ Market by Market - MSA

Demo

○ Adults ○ 18+
○ Women ○ 18-49
○ Men ○ 25-54
○ 35-64

GRP Goal Per Period/Total

GRPs Per Guarantee Prd

Total GRPs:

Negotiated Final CPP:

GRP Goal Guarantee Period

○ Week
○ Month
○ Quarter
○ Year
○ Flight

"GRP Guarantee" connotes that TOTAL TRAFFIC shall undertake commercially reasonable efforts to deliver, including by delivering make goods as described in Section III hereof, the gross rating points (GRP) agreed upon by the parties (as set forth on the cover of this Agreement, subject to modification forms entered into between the parties) and not a guarantee or certainty that such gross rating points actually will be delivered by TOTAL TRAFFIC To the extent TOTAL TRAFFIC is unable to deliver ninety-five percent (95%) or more of the GRP levels set forth herein, TOTAL TRAFFIC shall invoice Sponsor and/or Agency only such percentage of the order as mutually agreed upon by the parties, which percentage shall not be less than the percentage of the order actually delivered by TOTAL TRAFFIC.

Sponsorship Flexibility

○ Within Month

If the above is checked then you must provide a %

Flexibility %

○ 90/110
○ 75/125
○ 50/150
○ 25/175

☐ **Market Mobile**

Allow to over deliver

○ In Spec Only
○ In and Out of Spec

If one delivery runs out of spec, it will run on any day, at any time, on any format regardless of exclusions specified

Billable Substitutions

☐ Markets
☐ In Spec Overdelivery Across The Month
☐ Reach Max
☐ Days of the Week
☐ M ☐ Tu ☐ W ☐ Th ☐ F ☐ Sa ☐ Su

Holiday Exclusions

☐ New Years	☐ Good Friday	☐ Pioneer Day	☐ Day Before Christmas Eve	☐ Day Before New Years Eve
☐ Day After New Year	☐ Easter	☐ Labor Day	☐ Christmas Eve	☐ New Years Eve
☐ M L KIng day	☐ Memorial Day	☐ Thanksgiving	☐ Christmas	
☐ President's Day	☐ Fourth of July	☐ Day After Thanksgiving	☐ Day After Christmas	

Any Additional Information

Flight Start 10/16/2013 Flight End 10/22/2013 Total Spots 23 Total Gross $276.00 Total Net $276.00

Order Lines

Line ID	Market	Inventory Group	Spots	Distribution	Rate	Flight Start	Flight End	Start & End Time	Networks	Total Spots	Total Gross	Total Net
86085	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/16/2013	10/18/2013	6:00a - 7:00a	TRP	3	$36.00	$36.00
Services Included: Weather												

SAM: Samantha Catchot Advertiser City Of Gautier Ms

Total Traffic Network

SPONSORSHIP ORDER AGREEMENT

Contract Date 10/2/2013
Billing Code
Contract ID 11342

Order Lines

Line ID	Market	Inventory Group	Spots	Distribution	Rate	Flight Start	Flight End	Start & End Time	Networks	Total Spots	Total Gross	Total Net
Affiliates Included: WBUV-FM Affiliates Excluded: WKNN-FM, WMJY-FM, WQYZ-FM Active Weeks: 10/14												
86087	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/16/2013	10/18/2013	6:00a - 7:00a	TRP	3	$36.00	$36.00
Services Included: Weather Affiliates Included: WKNN-FM Affiliates Excluded: WBUV-FM, WMJY-FM, WQYZ-FM Active Weeks: 10/14												
86088	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/16/2013	10/18/2013	6:00a - 7:00a	TRP	3	$36.00	$36.00
Services Included: Weather Affiliates Included: WMJY-FM Affiliates Excluded: WBUV-FM, WKNN-FM, WQYZ-FM Active Weeks: 10/14												
86089	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/16/2013	10/18/2013	6:00a - 7:00a	TRP	3	$36.00	$36.00
Services Included: Weather Affiliates Included: WQYZ-FM Affiliates Excluded: WBUV-FM, WKNN-FM, WMJY-FM Active Weeks: 10/14												
86090	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/21/2013	10/22/2013	6:00a - 7:00a	TRP	2	$24.00	$24.00
Services Included: Weather Affiliates Included: WBUV-FM Affiliates Excluded: WKNN-FM, WMJY-FM, WQYZ-FM Active Weeks: 10/21												
86093	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/21/2013	10/22/2013	6:00a - 7:00a	TRP	2	$24.00	$24.00
Services Included: Weather Affiliates Included: WKNN-FM Affiliates Excluded: WBUV-FM, WMJY-FM, WQYZ-FM Active Weeks: 10/21												
86094	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/21/2013	10/22/2013	6:00a - 7:00a	TRP	2	$24.00	$24.00
Services Included: Weather Affiliates Included: WMJY-FM Affiliates Excluded: WBUV-FM, WKNN-FM, WQYZ-FM Active Weeks: 10/21												
86095	Biloxi	M-F 5a-8p	1	Daily	$12.00	10/21/2013	10/22/2013	6:00a - 7:00a	TRP	2	$24.00	$24.00
Services Included: Weather Affiliates Included: WQYZ-FM Affiliates Excluded: WBUV-FM, WKNN-FM, WMJY-FM Active Weeks: 10/21												
86096	Biloxi	M-F 5a-8p	3	Weekly	$12.00	10/21/2013	10/22/2013	6:00a - 7:00a	TRP	3	$36.00	$36.00
Services Included: Weather Affiliates Included: WBUV-FM, WKNN-FM, WMJY-FM Affiliates Excluded: WQYZ-FM Active Weeks: 10/21												

The terms and provisions set for hereof, including those attached to this agreement as the same may be amended from time to time, are incorporated herein and made part of this agreement. This agreement is non-cancelable.
IN WITNESS WHEREOF, we, the undersigned, hereunto set our hands effective as of the first date written above.

TOTAL TRAFFIC NETWORKS

By: _____
Authorized Signatory

AGENCY AND/OR ADVERTISER

By: _____
Authorized Signatory

Total Traffic Network

SPONSORSHIP ORDER AGREEMENT

Contract Date	10/2/2013
Billing Code	
Contract ID	11342

CONDITIONS OF AGREEMENT

The client and/or authorized agent acting on behalf of the client contracting for sponsorship covered by this agreement (hereinafter referred to as "Sponsor") and Total Traffic Network, a division of Clear Channel Broadcasting, Inc., (hereinafter referred to as "Total Traffic Network") hereby agree to the following terms and conditions (this "Agreement"):

I. BROADCAST OF ANNOUNCEMENTS AND PROGRAMS

A. Unless otherwise provided herein, Total Traffic Network will deliver for broadcast sponsorships over a number of radio stations in the contract market area between the hours of 5:00 a.m. and 8:00 p.m., Monday through Friday each week. Sponsorships shall include a 10-second commercial announcement denoting sponsorship by Sponsor. The minimum number of commercial announcements to be delivered under this Agreement is listed on the preceding pages hereof.

B. The order set forth in this Agreement is an order for delivery of sponsorships to be broadcast across particular Total Traffic Network networks as designated on the preceding pages of this Agreement, and not of audience, particular stations or formats. Such networks include certain metropolitan and suburban affiliate radio stations of various ratings levels, a list of which stations will be provided to you upon request, which stations may be changed from time to time as deemed advisable by Total Traffic Network in its sole discretion. Sponsor acknowledges such radio stations may experience changes which will affect this order, including changes to their respective formats and fluctuations in their inventory, over which Total Traffic Network has no control. Only in the case that Total Traffic Network preempts sponsorships, and not as a result of any of the foregoing, will Total Traffic Network be obliged to provide a reasonable substitute in accordance with Section III hereof.

II. BILLINGS AND PAYMENT – AGENCY COMMISSION

A. Total Traffic Network shall bill Sponsor monthly. Sponsor shall pay Total Traffic Network upon receipt of invoice. If Sponsor fails to pay an invoice in full within 30 days of its receipt of such, Total Traffic Network may add a service charge of 1.5% per month, or such lesser amount allowed by law, on any unpaid balance until payment is received. Advertising agency ("Agency") and Sponsor are jointly and severally liable for payments due under this Agreement.

B. If this Agreement is with a recognized Agency, a commission of 15% shall apply, provided all invoices are paid when due, unless otherwise agreed by the parties.

C. If this Agreement is made with Sponsor directly, reference herein to Agency shall be deemed to apply to Sponsor except that, in such case, no commission will be allowed.

D. Unless otherwise expressly set forth in this Agreement, Agency and/or Sponsor shall not be obligated to pay for, and Total Traffic Network shall not be obligated to deliver, any commercial announcements broadcast in excess of the minimum stipulated on the preceding pages of this Agreement. However, Sponsor and/or Agency acknowledge(s) that any inventory provided to Sponsor and/or Agency as over-delivery, or as an accommodation or bonus, shall be at Total Traffic Network's sole discretion and subject to any standard terms and conditions of Total Traffic Network then in effect.

E. Sponsor shall be responsible for, and shall pay all sales use, gross receipts or similar taxes or levies of any governmental body imposed on the transaction.

F. Total Traffic Network shall provide proof of performance, which may have been prepared by a third party, specifying times when commercials are aired.

III. MAKE GOODS

If elected by Sponsor on the preceding pages of this Agreement, the number of commercial announcements falls below the amount contracted for on the preceding pages of this Agreement during any contracted broadcast period because of preemption or error by Total Traffic Network and/or Total Traffic Network's affiliate stations, then Sponsor shall be credited with 10 seconds of commercial airtime on the network of radio stations contracted hereunder and an equal amount of

alternative airtime shall be made available during such contracted broadcast period, or at Total Traffic Network's option, Sponsor shall be given credit for the charge for each omitted report at the rate per sponsorship stipulated on the preceding pages of this Agreement.

IV. TERMINATION: EFFECT OF BREACH

A. Sponsor may not cancel this Agreement.

B. Total Traffic Network reserves the right to terminate this Agreement upon default by Agency of Sponsor in the payment of invoices upon one day's prior notice. Upon such termination, all charges for broadcasts completed hereunder shall immediately become due and payable. Upon such default, Agency or Sponsor's liability shall be: (a) to pay not only for broadcasts completed hereunder prior to termination by Total Traffic Network but for broadcasts to be completed thereafter under this Agreement less any fees collected by Total Traffic Network from another Agency or Sponsor who may purchase the sponsorship made available as a result of Agency or Sponsor's default; and (b) to pay any attorney and court costs incurred by Total Traffic Network in enforcing the provisions of this Agreement.

V. REPRESENTATION;

A. Sponsor, or Agency if Agency is entering this Agreement on behalf of Sponsor, has the requisite power and authority to enter into this Agreement and when duly executed by the such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization or similar laws or by other equitable principles of general application.

B. In accordance with paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, neither party will discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity.

VI. COMMERCIAL MATERIAL

A. Total Traffic Network will attempt to advise Agency or Sponsor if Agency or Sponsor's commercial material and scheduling instructions do not arrive 72 hours in advance of the broadcast date. If such instructions do not arrive at Total Traffic Network's address as shown on the preceding pages of this Agreement within 24 hours after Total Traffic Network has notified the Agency or Sponsor, Total Traffic Network may bill Agency or Sponsor for the commercial announcements reserved. It is the Sponsor's responsibility to supply copy during the term on the contract. Total Traffic Network shall not incur any liability for airing the most current copy in its possession. Total Traffic Network will use commercially reasonable efforts to broadcast material received from Agency or Sponsor despite late receipt. In the event of late receipt, Total Traffic Network cannot, however, guarantee acceptance of materials by all radio stations.

B. Sponsor agrees to indemnify Total Traffic Network against any and all claims, FCC penalties, actions or other losses resulting from the content of advertising copy aired, including but not limited to claims based on inaccurate, misleading, false or deceptive representations.

C. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, or labor disputes, Agency or Sponsor cannot provide commercial material prior to the scheduled broadcast hereunder, Agency or Sponsor shall not be liable to Total Traffic Network. In such event, Total Traffic Network shall suggest a reasonable substitute time period for broadcast of such announcements and Agency or Sponsor shall not unreasonably withhold agreement to such substitution. If no such substitute day and time period is mutually agreed upon, Total Traffic Network shall credit agency or Sponsor for the charges related to the announcements which failed to be broadcast at the rate per sponsorship stipulated on the preceding pages of this Agreement.

D. Commercial material provided by Agency or Sponsor is subject to Total Traffic Network's approval and radio stations may exercise a right to reject such material based on technical quality or content. Total Traffic Network shall have the right to

substitute acceptable material at no penalty.

E. A request by Sponsor (denoted in the special instructions portion of this Agreement) not to broadcast Sponsor's commercial announcement on controversial programming shall mean Total Traffic Network shall use its commercially reasonable efforts to ensure that commercial announcements are not broadcast on programming that is of an overt sexual nature, or is significantly political in nature. The parties agree that determining what is "controversial" is subjective and that Total Traffic Network shall have satisfied its obligation by making a good faith determination. If at any time, Sponsor believes that its sponsorships are being broadcast on controversial programming, it agrees to notify Total Traffic Network of such belief as promptly as practicable to enable Total Traffic Network to remedy such situation.

VII. FAILURE TO BROADCAST

Total Traffic Network shall not incur any liability if, due to a public emergency or necessity, force majeure, labor disputes, acts of God or any other cause, including mechanical or electrical breakdowns, there is an interruption or omission of any commercial announcement(s) contracted hereunder. Total Traffic Network may suggest a substitute time period for the broadcast of the interrupted or omitted announcement(s) and Agency or Sponsor shall not unreasonably withhold approval of such substitute time period.

VIII. GENERAL

A. The provisions of this Agreement shall be binding upon any successor or merged company, or any successor in control of or any assign of any party hereto.

B. The terms of this Agreement are confidential and Sponsor and/or Agency shall not disclose the contents herein, including rates, to any third party. This confidentiality shall survive termination and fulfillment of this Agreement.

C. Rights and obligations of Sponsor hereunder may not be assigned without prior written consent of Total Traffic Network. Total Traffic Network may assign this Agreement to a related entity or purchaser of all or substantially all of its assets.

D. This Agreement contains the entire agreement between the parties related to the subject matter herein contained and supersedes any and all prior written or oral understanding or agreements between the parties. No change or modification of any of its terms and provisions shall be effective against any party unless the same is in writing and duly signed and dated by said party; provided, however, that Total Traffic Network shall use commercially reasonable efforts to deliver sponsorships in accordance with modification forms as are customarily entered into in the ordinary course of business provided such modification forms are delivered to Total Traffic Network with reasonable notice as determined or directed by Total Traffic Network. For the avoidance of doubt, such modification forms shall apply solely to those sponsorships delivered a reasonable time period (as determined by Total Traffic Network) after the date such modification forms are received by Total Traffic Network.

E. Failure by Total Traffic Network to enforce any provision of this Agreement shall not constitute a waiver of its rights under such provision or any other provision of this Agreement.

F. This Agreement is independent of any other agreements between the parties which relate to matters outside the scope of this Agreement. Sponsor and/or Agency hereby expressly waive(s) any right of offset or similar right relating to any amount owed or owing under any other agreement between the parties.

G. Total Traffic Network may have compensatory arrangements, monetary or otherwise, with certain third parties and agencies or their representatives, the terms of which are not set forth herein, and which may be related to this Agreement.

H. If any provision of this Agreement requires notice, such notice shall be effective only upon Total Traffic Network's receipt of written notice sent certified mail, return receipt to: Total Traffic Network, a division of Clear Channel Broadcasting, Inc., 125 West 55th Street, New York, NY, 10019, Attn: President of Sales with a courtesy copy (which shall not constitute notice) to the General Counsel at Clear Channel Media and Entertainment, 200 East Basse Road, San Antonio, TX, 78209.

Total Traffic Network

SPONSORSHIP ORDER AGREEMENT

Contract Date	10/2/2013
Billing Code	
Contract ID	11342

I. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles. Any dispute, controversy or claim arising hereunder shall be finally settled by arbitration in New York County, New York in accordance with the Judicial Arbitration and Mediation Services (JAMS) Arbitration Rules and Procedures in effect on the date of the Agreement and judgment upon the award may be entered in any court having jurisdiction thereof.

J. This Agreement may be executed in counterparts, including via facsimile, each of which shall constitute an original, and all of which when taken together shall be considered one and the same agreement.

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

ORDER NUMBER 251-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to submit a Notice of Intent to the Mississippi Department of Archives and History (MDAH) to apply for a Certified Local Government (CLG) Grant for the category of Publications/Marketing prior to the November 1, 2013 deadline.

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 October 15, 2013.

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: October 7, 2013

Subject: Submission of Notice of Intent to Apply to the MS Dept. of Archives and History for Certified Local Government Grant funding- Publications/Marketing Category

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REQUEST:
The Economic Development and Planning Department requests City Council authorization to submit a Notice of Intent to the Mississippi Department of Archives and History (MDAH) to apply for a Certified Local Government (CLG) Grant for the category of Publications/Marketing prior to the November 1, 2013 deadline.

BACKGROUND:
The Certified Local Government Program is a federal-state-local partnership that promotes historic preservation at the grassroots level and helps communities deal with preservation needs. CLG communities are eligible for annual matching grants to undertake preservation projects of importance to the community.

DISCUSSION:
Certified Local Government grant requests typically range from $1,000 to $10,000 and require a local match of at least 50%. The local match can be from cash and/or in-kind contributions. The full grant application is due on March 1, 2014. Certified Local Government Grants are reimbursement grants; no funds will be released until the project is complete, and all grant materials and financial reports have been submitted to MDAH.

The Economic Development and Planning Department recommends submitting an application for up to $10,000 for the design and professional printing of the Historic Preservation Commission's historic sites brochure/map. It is anticipated that the required match can be obtained from one or more local businesses. The current brochure has 29 historic sites including antebellum homes, Indian Mounds, cemeteries, churches, and schools. Many visitors use these brochures for self-guided tours.

RECOMMENDATION:
The Economic Development and Planning Department staff recommends that City Council authorize submission of a Notice of Intent to MDAH by November 1, 2013. City Council may:

1. authorize submission of a Notice of Intent to apply for CLG Grant funding from MDAH as outlined above; or
2. authorize submission of a Notice of Intent to apply for CLG Grant funding from MDAH with changes; or
3. disapprove submission of a Notice of Intent to apply for Certified Local Government Grant funding from MDAH.

ATTACHMENT(S):
N/A

Motion was made by Councilman Vaughan to table Business Item #4 – Bid Advertisement for an Energy Services Contract until next scheduled Council Meeting November 5, 2013. Motion was seconded by Councilwoman Martin and unanimously carried.

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

ORDER NUMBER 252-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a loan agreement with M&M Bank in the amount of $188,474.00 for seven (7) 2013 Dodge Chargers.

IT IS FURTHER ORDERED that the annual payments will be $65,685.49 with an interest rate of 2.25% for three (3) years.

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 October 15, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: October 9th, 2013

Subject: Loan for Police Cars

REQUEST:
City Council authorization is requested for the City to enter into a loan agreement with M&M Bank in the amount of $188,474.00 for seven (7) 2013 Dodge Chargers. This will be based on a 2.25% interest rate. The annual payments will be $65,685.49 per year.

DISCUSSION
The purchase of these vehicles was discussed during the budget process. The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a 3-year loan. This was done to minimize impact on the General Fund budget.

RECOMMENDATION:
Based on the interest rates from M&M Bank, City staff recommends that City Council authorize the loan in the amount of $188,474.00.

FINANCIAL:
The cost of the vehicles will be funded out of fund 001-100-740 Police Department Vehicles.

ATTACHMENT(S):
M&M Bank and Hancock Bank interest rates.

Cindy Steen

From: Sherrill Edwards <sherrill.edwards@mandmbank.com>
Sent: Wednesday, October 09, 2013 2:37 PM
To: csteen@gautier-ms.gov
Subject: RE: Police cars

We will keep the same rate of 2.25%

Sherrill Edwards
Assistant Vice President
Merchants & Marine Bank
Gautier Branch
NMLS ID: 716715
BANK NMLS: 635768
228-934-1259 Phone
228-497-5087 Fax

From: Cindy Steen [mailto:csteen@gautier-ms.gov]
Sent: Wednesday, October 09, 2013 10:07 AM
To: Sherrill Edwards
Subject: Police cars

Sherrill,

O.K...price has changed on the loan amount I need an interest rate for a total cost of $188,474.00.

Thanks so much...trying to get on agenda today.

Cindy

Hancock Bank.

VIA EMAIL

October 2, 2013

Mayor and City Council
City of Gautier, Mississippi
C/o Cindy Steen-City of Gautier Purchase Agent

Re: Lease Purchase Financing – Seven (7) New 2014 Dodge Chargers

Gentlemen:

We understand that the City of Gautier, Mississippi is considering lease–purchase financing for Seven (7) New 2014 Dodge Chargers (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment has a total cost of $188,474.00 and 100% of the cost will be lease-purchase financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the City is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

Amount Financed:	Terms**:	Rate:
$188,474.00	**3 Annual payments @ $65,685.49 per Year**	**2.26%**

* *Determination of taxability would be the responsibility of the City's legal counsel.*
** *The City will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.*

This proposal assumes compliance by the City with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK

Jonathan King
Government Leasing
Public Finance Department

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

ORDER NUMBER 253-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Gautier Historic Preservation Commission is hereby authorized:

Mike Martin

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

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

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

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 15, 2013.

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

ORDER NUMBER 254-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Library Board is hereby authorized:

Faye Jones

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 October 15, 2013.

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

ORDER NUMBER 255-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Planning Commission is hereby authorized:

Sandra Smith Walters

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 October 15, 2013.

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

ORDER NUMBER 256-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Recreational Advisory Committee is hereby authorized:

Drake Russell (Youth Representative)

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 October 15, 2013.

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

ORDER NUMBER 257-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment to the Technical Review Committee is hereby authorized:

Amanda Magee (Re-appointment)
JJ Fletcher (Re-appointment)
Lana Smeal (Re-appointment)
Bobby Myers (New Appointment)

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 Jones 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 October 15, 2013.

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

ORDER NUMBER 258-2013

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

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

Motion was made by 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 October 15, 2013.

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	140002	10/15/2013	10/01/2013			39.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1499788	09/23/2013		15.92
001-161-630	SOUTH FIRE STN	1499967	09/23/2013		24.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	140003	10/15/2013	10/01/2013			115.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	CABLE,SAFETY SWITCH(2)	220834	09/05/2013		42.00
001-170-639	CARB KIT,BLADE ASSY,BLADES(2)	220843	09/10/2013		29.00
001-170-639	BOLTS(8),EXHAUST GASKETS(4)	921356	09/16/2013		44.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	140004	10/15/2013	10/01/2013			1,014.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	LOCK NUTS,WASHERS,SCREWS	914571	08/29/2013		5.64
001-205-559	PADLOCK KEY(3),SCHLAGE KEY(2)	902399	08/30/2013		8.90
001-092-635	ELECTRICAL OUTLET:SUPPLIES	902130	09/03/2013		42.65
001-092-635	KWIKSET KEY,SGL DEADBOLT	901731	09/04/2013		14.10
001-170-635	SUPPLIES:FOOTBALL PRESS BOX	914026	09/05/2013		84.58
001-170-559	SHOVEL(2),STEEL REBAR(3)	902092	09/09/2013		33.15
001-170-559	HEX BOLT(5),CARRIAGE BOLT	902087	09/09/2013		4.92
001-170-635	DEWALT 15PC MAGNETIC	902089	09/09/2013		15.17
001-170-559	GATEHOUSE BOLT(4),HEX BOLT(4)	903913	09/09/2013		42.32
001-170-559	BOLTS(50),SCREWS(100),HASP(2)	902053	09/09/2013		64.22
001-201-559	FIBERGLASS RAKE(2) & SHOVEL(2)	914325	09/11/2013		37.92
001-170-502	SUPPLIES:FOOTBALL LEAGUE	901873	09/11/2013		213.41
001-201-559	CONCRETE MIX	902624	09/12/2013		3.46
001-170-559	WRENCH,SHANK DRIVER	902640	09/12/2013		8.98
001-170-577	REPAIR:BACOT BLEACHER	902595	09/12/2013		49.90
001-170-577	REPAIR:BACOT BLEACHER	902545	09/12/2013		67.37
001-170-639	SUPPLIES:CONN WATER FOUNTAIN	902218	09/16/2013		56.43
001-092-635	INSULATION BOARD(2)	901994	09/17/2013		22.52
001-090-559	DRILL BIT,BOLT(50)	902369	09/17/2013		49.38
001-170-559	DEWALT 18-V BATTERY(2)	902368	09/17/2013		94.05
001-201-559	EDGER BLADE(3)	902490	09/18/2013		29.88
001-201-559	SHOVEL(2)	901110	09/23/2013		28.46
001-090-559	TREATED LUMBER,LOCK NUT(100)	902514	09/24/2013		14.29
001-201-559	KILN STUD(2),CHISEL,BLADES(2)	902391	09/05/2013		19.25
001-201-559	MORTAR MIX	901967	09/16/2013		3.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INFORMATION TECHNOLOGY SERVICE	140008	10/15/2013	10/02/2013			224.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-640	SEP 2013	5223337	09/30/2013		224.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOE'S GARAGE	140009	10/15/2013	10/02/2013			125.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	ALIGNMENT	12894	09/11/2013		79.99
001-170-639	SCAG:REPAIR & MOUNT TIRE	12932	09/26/2013		34.00
001-100-638	FLAT REPAIR	12940	09/26/2013		12.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	140012	10/15/2013	10/03/2013			64.96	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	748584	10/01/2013		64.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES INC	140014	10/15/2013	10/03/2013			241.35	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	1033414829	09/04/2013		48.27
001-205-535	MAINTENANCE	1033416985	09/11/2013		48.27
001-205-535	MAINTENANCE	1033419131	09/18/2013		48.27
001-205-535	MAINTENANCE	1033421288	09/25/2013		48.27
001-205-535	MAINTENANCE	1033422345	09/30/2013		48.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	140016	10/15/2013	10/04/2013			99.95	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	OCT 2013: 23421-102609-01-6	10052013	09/23/2013		99.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FEDERAL EXPRESS	140017	10/15/2013	10/04/2013			20.58	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-559	SHIPPING	257049752	10/02/2013		20.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IBM CORPORATION	140018	10/15/2013	10/04/2013			816.40	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-730	AS400 PMT NOV 2013	I4435FE	10/01/2013		816.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES PURCHASE POWER	140019	10/15/2013	10/04/2013			620.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-607	POSTAGE METER	20060869	09/20/2013		620.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES INC	140020	10/15/2013	10/04/2013			156.38	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-607	SUPPLIES	632810	09/26/2013		156.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MORPHOTRUST USA	140021	10/15/2013	10/04/2013			2,512.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANNUAL MAINTENANCE:AFIS	74295	06/21/2013		2,512.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	140022	10/15/2013	10/04/2013			2,280.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	NOV 2013 NETWORK SERVICES	1873	09/14/2013		2,280.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	140023	10/15/2013	10/04/2013			1,838.26	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	09172013	09/26/2013		292.23
001-170-631	BACOT PARK 10137	09172013	09/26/2013		1,401.46
001-201-629	SIGNAL LIGHTS 10138	09172013	09/26/2013		144.57

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	140026	10/15/2013	10/04/2013			1,475.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	OCT 2013 COURT SUPPORT	1-23361	10/01/2013		1,475.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HEIDELBERG,STEINBERGER,COLMER,BURROW PA	140027	10/15/2013	10/04/2013			3,379.74	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-602	LEGAL FEES:PERSONNEL ISSUES	9 99185510M3	09/27/2013		3,379.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MARK MEDLEN	140033	10/15/2013	10/07/2013			59.83	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	REIMB:4 BAGS ASPHALT	LOWES	10/02/2013		59.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	140034	10/15/2013	10/07/2013			453.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	LEASE PMT:POSTAGE MACHINE	1 591247SP13	10/03/2013		423.00
001-092-698	PROGRAM FEES	1 591247SP13	10/03/2013		30.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG	140038	10/15/2013	10/07/2013			1,946.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	3245C ANNUAL MAINT	349583 1	07/01/2013		1,946.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	140039	10/15/2013	10/07/2013			4,422.08	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP39213365	09/30/2013		89.56
001-092-525	UNL FUEL	NP39213365	09/30/2013		100.49
001-100-525	UNL FUEL	NP39213365	09/30/2013		3,325.95
001-161-525	UNL & DSL FUEL	NP39213365	09/30/2013		583.17
001-170-525	UNL & DSL FUEL	NP39213365	09/30/2013		250.24
001-205-525	UNL FUEL	NP39213365	09/30/2013		72.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION, INC	140043	10/15/2013	10/07/2013			950.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	24.55 CY FILL CLASS FOB	17109	09/30/2013		294.60
001-201-576	5.65 TN LIMESTONE FOB	17109	09/30/2013		169.50
001-201-576	9.07 TN LIMESTONE FOB	17109	09/30/2013		272.10
001-201-576	2.86 TN ASPHALT FOB	17109	09/30/2013		214.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	140045	10/15/2013	10/07/2013			2,616.93	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-689	NACA TRAINING GUIDE	4727252	09/11/2013		67.00
001-040-559	GUIDE TO MINUTE TAKING	8405977	09/12/2013		32.50
001-170-502	FOOTBALLS,TEES	5050310	09/12/2013		365.76
001-170-502	COACHES JERSEYS	09162013	09/16/2013		530.61
001-021-682	ICMA DUES:ABELL,S	0200195	09/16/2013		704.00
001-170-502	BINDERS,LANYARDS	1202187	09/20/2013		154.06
001-170-502	POM POMS	9106823	09/20/2013		763.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	140047	10/15/2013	10/07/2013			5,434.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP39340517	10/07/2013		192.70
001-092-525	UNL FUEL	NP39340517	10/07/2013		99.66
001-100-525	UNL FUEL	NP39340517	10/07/2013		3,892.98
001-161-525	UNL & DSL FUEL	NP39340517	10/07/2013		545.07
001-170-525	UNL & DSL FUEL	NP39340517	10/07/2013		478.82

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	140047	10/15/2013	10/07/2013			5,434.17	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-525	UNL FUEL		NP39340517	10/07/2013			224.94
001	THE SUN HERALD	140050	10/15/2013	10/07/2013			173.68	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	ANNUAL SUBSCRIPTION 2003375		09082013	09/26/2013			173.68
001	SBM REPORTING, LLC	140051	10/15/2013	10/07/2013			175.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	10/03/13 PLANNING MTG		MK146	10/04/2013			175.00
001	C SPIRE WIRELESS	140053	10/15/2013	10/07/2013			1,095.94	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	09/30/2013			123.86
	001-022-605	HR CELL PHONES		0030759348	09/30/2013			123.86
	001-040-605	CITY CLERK CELL PHONES		0030759348	09/30/2013			227.20
	001-090-605	ECON DEV CELL PHONES		0030759348	09/30/2013			369.95
	001-161-605	FIRE DEPT CELL PHONES		0030759348	09/30/2013			135.46
	001-170-605	RECREATION CELL PHONES		0030759348	09/30/2013			88.77
	001-205-605	MAINT CELL PHONES		0030759348	09/30/2013			26.84
001	SOCIETY FOR HUMAN RESOURCE MGMT	140057	10/15/2013	10/07/2013			180.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-682	DUES: J PUGH ID# 01507855		9005461802	10/01/2013			180.00
001	SOCIETY FOR HUMAN RESOURCE MGMT	140058	10/15/2013	10/07/2013			180.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-682	DUES: VENEICE A BARNETT		01489342	10/07/2013			180.00
001	AUTO TRUCK AND TRAILER PARTS INC	140059	10/15/2013	10/08/2013			332.17	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	MASTER SWITCH:ENG#4		237206	09/20/2013			19.50
	001-170-639	FLAG		236243	09/25/2013			24.60
	001-100-570	BATTERY:#145		237308	09/25/2013			99.00
	001-100-570	BATTERY		237373	09/26/2013			88.00
	001-205-638	STEERING KIT		237382	09/27/2013			66.32
	001-100-559	OIL DRY		237383	09/27/2013			34.75
001	O'REILLY AUTO PARTS	140062	10/15/2013	10/08/2013			611.72	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	IDLER PULLEY:#16160		1978308750	09/09/2013			23.41
	001-170-638	W.BLADE(2),FREON,ANTIFREZ(2)		1978308947	09/11/2013			78.74
	001-201-559	MOTOR OIL(11),DEEP CREP,ELBOW		1978309180	09/13/2013			58.47
	001-161-638	FILTER SEPARATOR:ENG #3		1978309556	09/16/2013			23.19
	001-100-638	HEAD LAMP:#125		1978309645	09/17/2013			50.99
	001-205-559	DRILL BITS,TORX SOCKET		1978309669	09/17/2013			24.98
	001-090-638	FILTER(2),W.BLADE(2),OIL(2)		1978309804	09/18/2013			78.17
	001-170-638	FILTER,5QT OIL(2)		1978309856	09/19/2013			41.61
	001-100-638	SENSOR:#11760		1978309871	09/19/2013			25.99
	001-100-638	5QT OIL		1978309959	09/19/2013			21.99
	001-100-638	FILTER,HEAD LAMP:#125		1978310274	09/23/2013			56.72
	001-100-638	HEAD LAMP:#125		1978310275	09/23/2013			50.99

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001	O'REILLY AUTO PARTS	140062	10/15/2013	10/08/2013			611.72	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WHEEL BRG(2),WHEEL SEAL(2):#37		1978310277	09/23/2013		22.64	
	001-170-639	ISOLATOR SWITCH		1978310490	09/25/2013		14.99	
	001-100-638	BLOWER MTR:#120		1978310623	09/26/2013		38.84	
001	LLOYD B MARSHALL, JR. CPA	140064	10/15/2013	10/08/2013			5,735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-600	PROGRESS PMT FY 2013		2	10/07/2013		5,735.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	140065	10/15/2013	10/08/2013			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-615	ANNUAL MTG-RESERVE TABLE		22285	10/08/2013		590.00	
001	CABLE ONE	140066	10/15/2013	10/08/2013			195.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2013 23421-102608-02-6		10112013	10/01/2013		195.50	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC	140067	10/15/2013	10/08/2013			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-645	SEP 2013 CLUB SUPPORT		09302013	10/05/2013		833.33	
001	DELTA SANITATION OF MS, LLC	140068	10/15/2013	10/08/2013			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LETS		310910	09/30/2013		175.00	
001	NEWELL PAPER COMPANY	140070	10/15/2013	10/08/2013			40.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	#1040 MULTIFOLD TOWELS		572779	09/26/2013	131194	40.56	
001	BSN SPORTS	140071	10/15/2013	10/08/2013			735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	WHITE FIELD STAMPING PAINT		95566746	09/16/2013	131185	670.00	
	001-170-502	SHIPPING		95566746	09/16/2013	131185	65.00	
001	LAWRENCE PRINTING COMPANY, INC.	140072	10/15/2013	10/08/2013			182.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	MINUTE BOOKS: 18-19		66246	10/01/2013	131157	170.00	
	001-040-500	SHIPPING		66246	10/01/2013	131157	12.56	
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	140073	10/15/2013	10/08/2013			44.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	NAME PLATE: CHARLIE MCVEAY		17116	09/23/2013	131195	12.00	
	001-170-559	PLAQUE: JODI MCKENZIE		17057	09/11/2013	131113	16.00	
	001-170-559	PLAQUE: CHRIS PETERSON		17057	09/11/2013	131113	16.00	
001	CAMPER CITY TRUCK ACCESS INC	140075	10/15/2013	10/08/2013			195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	BRAKE CONTROL: VAN 16160		43132	09/25/2013	131198	195.00	

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001	COBURN'S	140078	10/15/2013	10/08/2013			255.44	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-635	300 FT PRESSURE PVCPIPE	606163057	08/28/2013	131101	135.00
001-170-635	BRASS SADDLE	606163057	08/28/2013	131101	76.55
001-170-635	IMPORTED BALL VALVE	606163057	08/28/2013	131101	28.75
001-170-635	BRASS NIPPLE	606163057	08/28/2013	131101	10.11
001-170-635	-PVC MALE ADAPTER	606163057	08/28/2013	131101	.55
001-170-635	SCH 40 PVC 45 SXS FITTINGS	606163057	08/28/2013	131101	4.04
001-170-635	PVC SIP CAP FITTINGS	606163057	08/28/2013	131101	.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOHNSON DIESEL, INC	140080	10/15/2013	10/08/2013			1,995.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	REPAIR PARTS/LABOR: E3	52473	09/24/2013	131187	1,995.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	140081	10/15/2013	10/08/2013			5,803.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	CHEER TOPS W/LOGO (42)	1051	10/03/2013	131205	756.00
001-170-502	CHEER SKIRTS (42)	1051	10/03/2013	131205	924.00
001-170-502	BLOOMERS YOUTH (28)	1051	10/03/2013	131205	231.00
001-170-502	BLOOMERS ADULT (14)	1051	10/03/2013	131205	115.50
001-170-502	FOOTBALL JERSEY (92)	1051	10/03/2013	131205	1,794.00
001-170-502	FOOTBALL PANTS YOUTH (49)	1051	10/03/2013	131205	886.90
001-170-502	FOOTBALL PANTS ADULT (36)	1051	10/03/2013	131205	691.20
001-170-502	FLAG JERSEY W/TEAM NAME (18)	1051	10/03/2013	131205	297.00
001-170-502	FLAG BELTS (24)	1051	10/03/2013	131205	108.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RIDDELL ALL AMERICAN USA	140082	10/15/2013	10/08/2013			1,952.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	QUEST SH PAD XS (2)	96001673	09/16/2013	131183	48.00
001-170-502	WARRIOR YTH SH PAD S (4)	96001673	09/16/2013	131183	121.12
001-170-502	WARRIOR YTH SH PAD M (14)	96001673	09/16/2013	131183	449.40
001-170-502	WARRIOR YTH SH PAD L (10)	96001673	09/16/2013	131183	356.80
001-170-502	WARRIOR YTH SH PAD 3X (3)	96001673	09/16/2013	131183	119.10
001-170-502	WARRIOR SH PAD 1X (4)	96001673	09/16/2013	131183	272.00
001-170-502	SHIPPING	96001673	09/16/2013	131183	104.24
001-170-502	FB HELMET XS (4)	96006582	09/17/2013	131175	216.00
001-170-502	FB HELMET S (1)	96006582	09/17/2013	131175	54.00
001-170-502	FB HELMET M (1)	96006582	09/17/2013	131175	54.00
001-170-502	FB HELMET L (2)	96006582	09/17/2013	131175	108.00
001-170-502	SHIPPING	96006582	09/17/2013	131175	49.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAFIX SHOPPE	140083	10/15/2013	10/08/2013			180.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	SETUP FEE:CUSTOM BADGE DECAL	89516	09/27/2013	131193	165.00
001-100-638	SHIPPING	89516	09/27/2013	131193	15.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEGALL NOTARY SERVICE	140084	10/15/2013	10/08/2013			86.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	NOTARY KIT: AGUILAR, S	10072013	10/01/2013	140002	86.50

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DOGAN & WILKINSON PLLC	140085	10/15/2013	10/08/2013			7,916.67	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-060-602	SEP 2013 RETAINER FEE	621-0023F	09/30/2013		7,916.67

FUND TOTAL 1 Claims to Checks 48 Total 60,572.33 Manual Held Total 60,572.33

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
128	MACHADO PATANO PLLC	140031	10/15/2013	10/04/2013			800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
128-201-757	M BLUFF BRIDGE EASEMENT	5510	09/17/2013		800.00

FUND TOTAL 128 Claims to Checks 1 Total 800.00 Manual Held Total 800.00

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWE'S HOME CENTER'S, INC.	140007	10/15/2013	10/02/2013			292.35	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	LUMBER(8),FITTINGS(3),HANGER	902718	08/26/2013		46.95
130-130-755	5GAL PAINT,PINE MOULDING(20)	901005	09/17/2013		245.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK-CORPORATE TRUST SERVS	140028	10/15/2013	10/04/2013			2,000.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-680-686	ANNUAL ADMIN FEE	7659	10/01/2013		2,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	BOLTON - LACK ARCHITECTS	140029	10/15/2013	10/04/2013			433.07	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	CONSTRUCTION ADMIN	2012-8	09/26/2013		433.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	DAN HENSARLING, INC	140030	10/15/2013	10/04/2013			28,889.50	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	CONSTRUCTION:NEW FIRE STN	9	09/25/2013		28,889.50

FUND TOTAL 130 Claims to Checks 4 Total 31,614.92 Manual Held Total 31,614.92

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	BARNEYS POLICE AND HUNTING SUPPLIES	140076	10/15/2013	10/08/2013			3,363.42	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	VIKING SLING SINGLE POINT	10012013	09/26/2013	131136	59.98
157-100-799	BLACKHAWK GEAR BAG BK LRG	10012013	09/26/2013	131136	155.96
157-100-799	BUSHMASTER RIFLE A3M4 CARBINE	10012013	09/26/2013	131136	1,794.10
157-100-799	STREAMLIGHT TACLITE LED	10012013	09/26/2013	131136	243.58
157-100-799	SAFARILAND HOLSTER 6304 GLK	10012013	09/26/2013	131136	142.36
157-100-799	SAFARILAND HOLSTER 6304 GLK	10012013	09/26/2013	131136	142.36
157-100-799	PROTECH BALLISTIC HELMET	10012013	09/26/2013	131136	757.16
157-100-799	SHIPPING CHARGES	10012013	09/26/2013	131136	67.92

FUND TOTAL 157 Claims to Checks 1 Total 3,363.42 Manual Held Total 3,363.42

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S HOME CENTER'S, INC.	140005	10/15/2013	10/01/2013			28.47	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	TANK SPRAYER		914330	09/11/2013		28.47	
176	STEINER SAW & MOWER	140010	10/15/2013	10/02/2013			40.50	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BULBS(2),PRIMER(3),SPARK PLUG		921372	09/24/2013		40.50	
176	SINGING RIVER E.P.A.	140024	10/15/2013	10/04/2013			1,950.80	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	09172013	09/26/2013		1,642.65	
	176-170-631	HOUSE/OFFICE	76855002	09172013	09/26/2013		308.15	
176	ENTERPRISE FUND	140032	10/15/2013	10/04/2013			479.31	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-632	PERIOD 08/15-09/12/13		872968	10/15/2013		479.31	
176	FUELMAN OF MS	140041	10/15/2013	10/07/2013			117.08	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP39213365	09/30/2013		117.08	
176	CREDIT CARD CENTER	140046	10/15/2013	10/07/2013			49.71	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-518	POOPER SCOOPER (4)		9511268	09/27/2013		49.71	
176	FUELMAN OF MS	140048	10/15/2013	10/07/2013			244.41	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP39340517	10/07/2013		244.41	
176	C SPIRE WIRELESS	140054	10/15/2013	10/07/2013			227.19	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONES		0030759348	09/30/2013		227.19	
176	O'REILLY AUTO PARTS	140061	10/15/2013	10/08/2013			51.04	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	FILTER,TRANS FLUID(3),OIL(3)		1978308941	09/11/2013		51.04	

FUND TOTAL 176 Claims to Checks 9 Total 3,188.51 Manual Held Total 3,188.51

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S HOME CENTER'S, INC.	140006	10/15/2013	10/02/2013			162.73	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	ELBOW FITTING(2)	915385	08/26/2013		14.26
400-651-559	DRAIN SPADE,CORDLESS SAW	902695	08/26/2013		117.78
400-651-559	BAGS,COOPER COIL,FITTINGS(3)	913160	08/27/2013		30.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	G&K SERVICES INC	140015	10/15/2013	10/03/2013			50.35	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	UNIFORMS	1033414829	09/04/2013		10.07
400-651-559	UNIFORMS	1033416985	09/11/2013		10.07
400-651-559	UNIFORMS	1033419131	09/18/2013		10.07
400-651-559	UNIFORMS	1033421288	09/25/2013		10.07
400-651-559	UNIFORMS	1033422345	09/30/2013		10.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	140025	10/15/2013	10/04/2013			3,216.13	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	09172013	09/26/7013		200.36
400-651-631	LIFT STNS 17884	09172013	09/26/2013		1,394.30
400-651-631	LIFT STNS 17883	09172013	09/26/2013		1,495.21
400-651-631	WATER WELL 17883	09172013	09/26/2013		126.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	140035	10/15/2013	10/07/2013			145,083.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	SEP 2013 OPERATION FEES	GAUTIER010	10/01/2013		145,083.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	140036	10/15/2013	10/07/2013			117,586.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	OCT 2013 TREATMENT CHGS	31813	10/01/2013		117,586.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DPC ENTERPRISES, L.P.	140040	10/15/2013	10/07/2013			1,192.74	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-580	CHLORINE 150# CYL	2120202213	09/23/2013		596.37
400-651-580	CHLORINE 150# CYL	2120208213	09/30/2013		596.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	140042	10/15/2013	10/07/2013			66.55	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL FUEL	NP39213365	09/30/2013		66.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	140049	10/15/2013	10/07/2013			222.20	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL FUEL	NP39340517	10/07/2013		222.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	140055	10/15/2013	10/07/2013			266.65	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	CELL PHONES	0030759348	09/30/2013		266.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MS STATE DEPT OF HEALTH	140056	10/15/2013	10/07/2013			23,170.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	FY14 WATER QUALITY ANALYSIS	MS0300004	09/27/2013		23,170.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AUTO TRUCK AND TRAILER PARTS INC	140060	10/15/2013	10/08/2013			319.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	BELT(2),DEEP CREEP,CARB CLEAN	237077	09/17/2013		43.34
400-651-559	5GAL HYD OIL,SCRAPER,BLADES	237121	09/18/2013		80.85
400-651-581	BELT(2),5GAL HYD OIL	237137	09/18/2013		93.32
400-651-581	BELT(2)	237182	09/20/2013		63.00
400-651-559	FILTER(2),FLUID,FUEL ASST	237325	09/25/2013		38.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	140063	10/15/2013	10/08/2013			788.83	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	IGN COIL,FILTER,CERAMIC PAD	1978309036	09/12/2013		94.59
400-651-559	OIL FILTER	1978309037	09/12/2013		14.48
400-651-559	COIL-ON-PLUG(2)	1978309055	09/12/2013		76.84
400-651-559	DISC PAD SET,CLEANER,TOWELS	1978309541	09/16/2013		96.97
400-651-559	BLOWER MOTOR	1978309555	09/16/2013		53.64
400-651-559	BRK CALIPER,BRK FLUID	1978309557	09/16/2013		75.03
400-651-559	RTN CREDIT:BLOWER MOWER	1978309571	09/16/2013		-53.64
400-651-559	FUEL LINE(2),ANTIFRZ(2),METER	1978309737	09/18/2013		97.37
400-651-559	WIPER BLADE(2)	1978309865	09/19/2013		8.98
400-651-581	SCREW EXTRACTORS	1978309902	09/19/2013		15.99
400-651-559	BATTERY	1978310388	09/24/2013		85.04
400-651-559	GRINDER WHEEL(2),BIT SET(2)	1978310389	09/24/2013		46.66
400-651-559	REMOVER(2),STRIPE OFF,HEAT GUN	1978310464	09/25/2013		77.03
400-651-559	FILTER,OIL:5QT(2),1QT(12)	1978310601	09/26/2013		99.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAYOU CONCRETE, LLC	140074	10/15/2013	10/08/2013			324.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	2 YARDS 3000 PSI W/FIBER	93642	09/25/2013	131201	174.00
400-651-581	DELIVERY	93642	09/25/2013	131201	150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	THE SPECTRUM GROUP INC	140077	10/15/2013	10/08/2013			158.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	ATI MEMBRANES 10 PK (3)	5589	09/23/2013	131178	90.00
400-651-581	ATI ELECTROLYTE 4 OZ (4)	5589	09/23/2013	131178	60.00
400-651-581	FREIGHT	5589	09/23/2013	131178	8.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COBURN'S	140079	10/15/2013	10/08/2013			9,209.46	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 CTS FLO-LOCK CPLG (20)	606061304	07/26/2013	131011	130.00
400-651-581	3/4 CPLG (10)	606061304	07/26/2013	131011	100.00
400-651-581	3/4 SCH 40 PVC CPLG (20)	606061304	07/26/2013	131011	3.00
400-651-581	TUBING CUTTER (2)	606061304	07/26/2013	131011	40.00
400-651-581	WATER SHUT OFF TOOL (2)	606061304	07/26/2013	131011	96.00
400-651-581	MALE/PVC ADAPT CPLG (7)	606061304	07/26/2013	131011	474.39
400-651-581	BALL VALVE (5)	606061304	07/26/2013	131011	146.25
400-651-581	MALE/PVC ADAPT CPLG (3)	6060613041	07/30/2013	131011	203.31
400-651-581	18" X 20'PIPE (100')	606219735	09/11/2013	131165	833.00
400-651-581	24" X 20' CORR PIPE (100')	606225170	09/17/2013	131176	1,494.00
400-651-581	METER BOX W/LID (150)	606225312	09/17/2013	131177	864.00
400-651-581	3/4 METER CPLG (12)	60612904	08/28/2013	131103	62.52

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COBURN'S	140079	10/15/2013	10/08/2013			9,209.46	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	5/8 X 3/4 CURB STOP (9)	60612904	08/28/2013	131103	279.45
400-651-581	2 PVC REPAIR CPLG (12)	60612904	08/28/2013	131103	116.52
400-651-581	RAIN R SHINE (12)	60612904	08/28/2013	131103	107.28
400-651-581	PURPLE PRIMER (12)	60612904	08/28/2013	131103	93.36
400-651-583	4 PVC 45 (12)	60612904	08/28/2013	131103	22.44
400-651-581	BLUE MARKING FLAG (100)	60612904	08/28/2013	131103	9.00
400-651-583	WHITE MARKING FLAG (100)	60612904	08/28/2013	131103	9.00
400-651-581	BLUE MARKING PAINT (36)	60612904	08/28/2013	131103	100.32
400-651-583	WHITE MARKING PAINT (24)	60612904	08/28/2013	131103	150.48
400-651-583	PLASTIC MANHOLE RISER (10)	60612904	08/28/2013	131103	480.00
400-651-583	RAMNECK MANHOLE SEALER (1)	60612904	08/28/2013	131103	81.25
400-651-581	SHOVEL (5)	60612904	08/28/2013	131103	53.05
400-651-581	DIAMOND BLADE (2)	606248873	10/04/2013	131190	209.42
400-651-581	3/4 METER VALVES (10)	606248829	10/04/2013	131189	375.40
400-651-581	3/4 IPS COMP CPLG (12)	606248829	10/04/2013	131189	13.80
400-651-581	4/4 CTS X IPS COMP BRASS (12)	606248829	10/04/2013	131189	241.56
400-651-581	1" CORP STOP CC THREAD (6)	606248829	10/04/2013	131189	163.56
400-651-581	5/8 X 3/4 METER (12)	606248829	10/04/2013	131189	576.00
400-651-581	3/4 METER CPLG (12)	606248829	10/04/2013	131189	67.80
400-651-581	3/4 SCH FEMALE ADAPT (12)	606248829	10/04/2013	131189	2.52
400-651-581	3/4 METER GASKETS (36)	606248829	10/04/2013	131189	2.88
400-651-581	2 X 1 BRASS SADDLE CC (6)	606248829	10/04/2013	131189	99.24
400-651-583	4" CLEAN W/SCREW PLUG (16)	606248829	10/04/2013	131189	59.52
400-651-583	4" SCREW PLUGS (26)	606248829	10/04/2013	131189	48.62
400-651-583	4" FERNCO (12)	606248829	10/04/2013	131189	50.52
400-651-581	METER LID ONLY (150)	6062253121	10/04/2013	131177	1,350.00

FUND TOTAL 400 Claims to Checks 15 Total 301,816.84 Manual Held Total 301,816.84

Docket of Claims
Release date from 10/15/2013 thru 10/15/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	140013	10/15/2013	10/03/2013			80,437.27	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	SEP 2013 RES GARBAGE SERV	7422	09/30/2013		77,450.00
404-677-693	SEP 2013 RES CART RENTAL	7422	09/30/2013		2,796.00
404-677-693	SEP 2013 COM CART RENTAL	7422	09/30/2013		191.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	140044	10/15/2013	10/07/2013			300.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	SEP 2013 100 @ 2.00	1676	09/30/2013		200.00
404-677-695	10 TIRES @ 10.00	1676	09/30/2013		100.00

FUND TOTAL 404 Claims to Checks 2 Total 80,737.27 Manual Held Total 80,737.27

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
414	SEYMOUR ENGINEERING, PLLC	140037	10/15/2013	10/07/2013			2,500.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
414-651-702	CONSTRUCTION OBSERVATION	4616	10/01/2013		2,500.00

FUND TOTAL 414 Claims to Checks 1 Total 2,500.00 Manual Held Total 2,500.00

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

ORDER NUMBER 259-2013

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

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

Motion was made by 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 October 15, 2013.

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

ORDER NUMBER 260-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for September 2013 is hereby received.

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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting October 15, 2013.

City of Gautier
Business Registry
Sep-13

Acct.	License #	Business Name /Owner		Amt.
862	2014-08-0003792	Studio 1 Productions		$20.00
582	2014-08-0003793	J.C. Penney Beauty Salon #0310-0		$36.00
569	2014-08-0003794	Floor Trader-Gautier		$92.50
516	2014-09-0003795	Conrad Yelvington Distrib. Inc.		$30.00
786	2014-08-0003796	Gautier Thrift Store		$22.00
564	2014-08-0003797	Extreme Wireless of Gautier, LLc		$20.00
1170	2014-09-0003798	Grand View Security, LLC		$20.00
579	2014-08-0003799	Singing River Apartments		$22.00
700	2014-06-0003800	Hidden Visions, LLC		$22.40
852	2014-07-0003801	Dolphin Enterprises, DBA		$22.20
30	2014-10-0003802	Hucks Cove Waterfront Paradise		$35.00
1165	2014-08-0003803	Quality Coin Laundry Co.		$22.00
261	2014-09-0003804	Children's Clinic of Gautier		$20.00
580	2014-08-0003805	Preferred Painters		$22.00
374	2014-03-0003806	Singing River Mall, Mall Office		$23.00
280	2014-02-0003807	Lighthouse Mini Storage		$23.20
917	2012-05-0003808	H&R Cabinets		$27.40
917	2014-05-0003809	H&R Cabinets		$22.60
705	2014-09-0003810	Dental Center of Gautier, P.A.		$30.00
497	2014-05-0003811	R&R Air Conditioning		$22.60
870	2014-09-0003812	O'Reilly Auto Parts #1978		$250.00
791	2014-09-0003813	Walgreens #10360		$460.00
*1231	2014-09-0003814	Jeffrey L. Knight DDS Family Dentistry		$20.00
599	2014-05-0003815	Wayburn's Tire and Auto, LLC		$22.60
1076	2014-05-0003816	All About Pets		$22.60
551	2014-05-0003817	Norwood Snowballs		$22.60
513	2014-09-0003818	McDonald's, #5595		$30.00
1091	2014-08-0003819	Block Therapy Quilt Shop		$22.00
935	2014-09-0003820	Salty Water Bed & Breakfast		$20.00
425	2014-04-0003821	Suburban Lodge of Gautier		$44.46
462	2014-09-0003822	Domino's Pizza		$30.00
534	2014-09-0003823	Belk, Inc. #673		$1,200.00
1094	2014-09-0003824	Hot Nails		$20.00
1172	2014-09-0003825	Duo Dance Event Center		$20.00
1171	2014-09-0003826	Logistics on Demand, LLC		$20.00
1162	2014-07-0003827	Coral		$22.20
1150	2014-05-0003828	Garden of Blessings		$22.60
583	2014-09-0003829	Gautier Nutrition Center #1224		$40.00
1095	2014-09-0003830	Fred's Store #2028		$440.00
509	2014-09-0003831	Landscape Architect		$20.00
933	2014-09-0003832	Oak Management, Inc.		$30.00
*1232	2014-09-0003833	Keesler Federal Credit Union		$30.00
457	2014-09-0003834	La Fiesta Brava Mexican Restaurant		$63.00
			Total	$3,426.96

*	New Business	2
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	5
******	Delinquent Renewals Issued	0

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

ORDER NUMBER 261-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a License Agreement with Lowe's Home Centers, Inc., to use a portion of the property for the purpose of the Gautier Mullet & Music Fest.

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 October 15, 2013.

Tricia Thigpen

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Thursday, October 10, 2013 8:51 AM
To: tthigpen@gautier-ms.gov
Subject: FW: Gautier Mullet & Music Festival
Attachments: License Agreement.pdf

Place on consent agenda.

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

From: Richardson, Melissa - Melissa W [mailto:Melissa.W.Richardson@lowes.com]
Sent: Friday, October 04, 2013 1:43 PM
To: cbilbo@gautier-ms.gov
Subject: RE: Gautier Mullet & Music Festival

Attached is a partially executed copy of the License Agreement. I will forward the originals to your attention next week for signature.

Thank you.

From: Chassity Bilbo [mailto:cbilbo@gautier-ms.gov]
Sent: Monday, September 30, 2013 9:16 AM
To: Richardson, Melissa - Melissa W
Subject: RE: Gautier Mullet & Music Festival

Hi Melissa,
Thanks for following up with me. The City would like to use Parcel A & C.
Thanks,

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

From: Richardson, Melissa - Melissa W [mailto:Melissa.W.Richardson@lowes.com]
Sent: Friday, September 27, 2013 3:15 PM
To: cbilbo@gautier-ms.gov
Subject: FW: Gautier Mullet & Music Festival

Good afternoon. I wanted to follow-up and let you know Parcel B is currently under contract but Parcel A & C are available. Please let me know if you would like to use both parcels or just Parcel C.

Thanks.

Melissa W. Richardson
Property Manager - South
Lowe's Companies, Inc.
336.658.3342 (P)
melissa.w.richardson@lowes.com

From: Chassity Bilbo [mailto:cbilbo@gautier-ms.gov]
Sent: Wednesday, September 25, 2013 12:10 PM
To: Pratt, Richard - Richard G
Subject: Gautier Mullet & Music Festival

Mr. Pratt,
Thank you for speaking with me earlier. I have attached a copy of the Lowe's Lease Agreement the City of Gautier used last year. The Mullet & Music Festival will take place October 19th & 20th .
Any assistance you can provide would be greatly appreciated.
Thanks,
Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
Cell: 228-219-7644
www.gautier-ms.gov

NOTICE: All information in and attached to the e-mails below may be proprietary, confidential, privileged and otherwise protected from improper or erroneous disclosure. If you are not the sender's intended recipient, you are not authorized to intercept, read, print, retain, copy, forward, or disseminate this message. If you have erroneously received this communication, please notify the sender immediately by phone (704-758-1000) or by e-mail and destroy all copies of this message electronic, paper, or otherwise.

By transmitting documents via this email: Users, Customers, Suppliers and Vendors collectively acknowledge and agree the transmittal of information via email is voluntary, is offered as a convenience, and is not a secured method of communication; Not to transmit any payment information E.G. credit card, debit card, checking account, wire transfer information, passwords, or sensitive and personal information E.G. Driver's license, DOB, social security, or any other information the user wishes to remain confidential; To transmit only non-confidential information such as plans, pictures and drawings and to assume all risk and liability for and indemnify Lowe's from any claims, losses or damages that may arise from the transmittal of documents or including non-confidential information in the body of an email transmittal. Thank you.

LICENSE AGREEMENT
(Gautier Mullet and Music Fest)

THIS AGREEMENT ("Agreement") made this ___ day of _____, 2013, by and between LOWE'S HOME CENTERS, INC., a North Carolina corporation hereinafter referred to as "Licensor", and the City of Gautier, Mississippi (a political subdivision of the State of Mississippi), hereinafter referred to as "Licensee."

RECITALS

WHEREAS, Licensor is the owner of certain real property located at 3200 Highway 90 in Gautier, Jackson County, Mississippi upon which it operates a retail store (the "Retail Property").

WHEREAS, Licensor is also the owner of certain real property in Gautier, Jackson County, Mississippi depicted on Exhibit "A" attached hereto and labeled as the "Property" (the "Property").

WHEREAS, Licensor desires to grant, and Licensee desires to obtain, certain rights to use the Property (but not the Retail Property) as described on Exhibit "B" attached hereto (the "Licensed Area") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged and the terms of which are hereinafter outlined, the parties agree as follows:

1. Licensor hereby grants to Licensee a temporary, non-exclusive license (the "License") to occupy and use the Licensed Area for the purposes and subject to the conditions set out on Exhibit B (the "Use") attached hereto.

2. Licensee agrees its Use of the Licensed Area and any adjacent property owned by Licensor shall be in compliance with any and all conditions of any applicable permits, licenses and other governmental and regulatory approvals and in compliance with all applicable laws, statutes, and governmental rules and regulations, including but not limited to, those relating to Environmental Laws as defined herein. This License will be used by Licensee and its employees, agents, and representatives, subject to all the terms and conditions of this Agreement.

3. No fee will be charged for the Use of the Licensed Area during the term of this Agreement.

4. Licensor hereby grants to Licensee the non-exclusive right and privilege, at Licensee's sole cost and expense, to enter on the Licensed Area for the Use set out herein. Licensee's Use of the Licensed Area shall be conducted in a manner whereby it will not preclude or interfere with Licensor's use of the Licensed Area and/or the Retail Property. Additionally, Licensee will closely monitor and take corrective measures, if necessary, to ensure that at all times, its employees, agents and invitees act responsibly, do not drive recklessly on or litter the Licensed Area and/or the rest of the Property.

5. The Licensed Area may be used by Licensee solely for the Use described in Exhibit B during the period beginning on October 19, 2013 and ending on October 20, 2013. Notwithstanding anything contained herein to the contrary, Licensor may terminate this Agreement for any reason or no reason upon five (5) days notice to Licensee.

6. On expiration or termination of the License granted by this Agreement, Licensee shall quietly and peaceably surrender the Licensed Area in a manner that fully complies with all applicable state, federal, or local statute, regulation or ordinance and will leave the Licensed Area in as good condition as such Licensed Area was in at the time of Licensee's entry on the Licensed Area under this Agreement. Furthermore, the terms of this Agreement that would, by their nature, survive termination, including, without limitation, the terms that govern Licensee's removal obligations, and Licensee's indemnification obligations, both environmental and otherwise, as well as this survival provision, will survive any termination or expiration of this Agreement.

7. Licensee agrees to defend and to indemnify and hold Licensor, its parent, subsidiaries, affiliates, and its and their officers, directors, shareholders, agents, employees, and representatives harmless from and against any and all losses, costs, claims, damages, and liabilities, including reasonable attorney's fees, court costs, and fees of expert witnesses, arising from Licensee's use of the Licensed Area and from any of Licensee's activities conducted on the Licensed Area in connection with Licensee's use of the Licensed Area, specifically including the use and activities of Licensee's employees, agents, and invitees.

8. During the term hereof, Licensee shall keep in full force and effect a policy of commercial general liability insurance with respect to Licensee's Use of the Licensed Area and/or the rest of the Property and the operations of Licensee, with a limit for bodily injury, death, damage and personal injury of not less than Two Million Dollars ($2,000,000.00) per occurrence. Two Million Dollar ($2,000,000) general aggregate and Two Million Dollar ($2,000,000) products/completed operations aggregate. The policy shall name Licensee as insured and Licensor as additional insured and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Licensor thirty (30) days prior written notice. Licensee shall also maintain commercial automobile liability insurance with a minimum combined single limit of Two Million Dollars ($2,000,000.00). Licensor shall be named additional insured under the automobile liability policy. Licensee shall also provide evidence of workers' compensation coverage as required by applicable regulation or statute covering any of Licensee's employees who are present on the Licensed Area and/or the rest of the Property. A certificate of insurance shall be delivered to Licensor evidencing the coverage required herein prior to entering upon the Licensed Area and/or the rest of the Property.

9. Environmental Indemnification. Licensee agrees to indemnify, defend and hold the Licensor, its parent subsidiaries, affiliates, and its and their officers, partners, directors, shareholders, employees, agents, tenants, and sub-tenants harmless from any claims, judgments, damages, fines, penalties, costs, liabilities or losses in connection with the presence of Hazardous Materials, as defined herein below, on or under the Property to the extent such Hazardous Materials are Released and present as the result of the acts or omissions of Licensee, it's officers, partners, employees, agents, representative and contractors. Licensee agrees, at it's sole cost and expense, to promptly remediate any contamination of the Property in accordance with applicable law which is the result of the acts or omissions of Licensee thereof and Licensee agrees to indemnify, defend (with counsel acceptable to the

Licensor, in its sole discretion) and hold harmless the Licensor from and against any and all claims, actions, causes of action, damages, liabilities, liens, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and disbursements) resulting from or arising in connection with any release, spill, government requirements/actions/investigations, contamination and/or remediation activities. In the event Licensee must perform remediation as contemplated herein, Licensee agrees to use its best efforts to avoid interference with the building or operations of Licensor on the Property.

As used in this Agreement, the following terms shall have the following meanings:

a) "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law (as defined hereinafter). Without limiting the generality of the foregoing, the term shall mean and include:

i. "Hazardous Substance(s)" as defined in CERCLA (as defined hereinafter), SARA (as defined hereinafter),or Title III of the SARA (as defined hereinafter), each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, and any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined s hazardous, special or toxic materials, substances or waste;

ii. Hazardous Waste" as defined in the RCRA (as defined hereinafter), and regulations promulgated thereunder;

iii. "Materials" as defined as "Hazardous Materials" in the HMTA (as defined hereinafter), as amended, and regulations promulgated thereunder; and

iv. "Chemical Substance or Mixture" as defined in the TSCA (as defined hereinafter), as amended, and regulations promulgated thereunder.

b) "Released" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

c) "Environmental Law" shall mean shall mean any federal, state or local statute, regulation or ordinance or any judicial of administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials', drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statues, and regulations, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time:

i. the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601, et seq.) ("CERCLA");

ii. the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) ("RCRA");

iii. the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.)* (the "HMTA")

iv. the Toxic Substances Control Act (15 U.S.C Section 2061, *et seq.);*

v. the Clean Water Act (33 U.S.C. Section 1251, *et seq.);*

vi. the Clean Air Act (42 U.S.C. Section 7401, *et seq.);*

vii. the Safe Drinking Water Act (21 U.S.C. Sections 349, 42 U.S.C. Section 201 and Section 300f, *et seq.);*

viii. the National Environmental Policy Act (42 U.S.C. Sections 4321, *et seq.*);

ix. the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 33 U.S.C. and 42 U.S.C.) ("SARA");

x. Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101, *et seq.) ("*Title III of the SARA");

xi. the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901, *et seq.);*

xii. the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, *et seq.);*

xiii. the Noise Control Act (42 .S.C. Section 4901, *et seq.);* and

xiv. the emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100, *et seq.).*

10. This Agreement and the rights created herein shall not be recorded in the public records.

11. Licensee may not assign its rights hereunder without first obtaining Licensor's approval, which may be granted or withheld in Licensor's sole discretion.

12. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. No alteration, modification, amendment, or waiver hereto shall be valid unless evidenced by a writing signed by both parties hereto.

13. In the event of any litigation or arbitration between Licensor and Licensee relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

14. Licensee shall not permit the roads or any driveways, sidewalks or other rights-of-way adjacent to the Licensed Area to be obstructed or disturbed in connection with the Use of the Licensed Area.

15. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and must be (i) delivered personally (with written confirmation thereof); (ii) sent by a nationally recognized overnight courier (subject to written delivery confirmation thereof); (iii)

faxed to the appropriate numbers listed below (subject to overnight delivery of the original pursuant to the terms set forth herein); or (iv) sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. The initial addresses of the Parties shall be:

LICENSOR: LOWE'S HOME CENTERS, INC.
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Attn: Property Management

With copy to:

Lowe's Companies, Inc.
1000 Lowe's Boulevard
Mooresville, NC 28117
Attention: Legal Department (NB6LG)

LICENSEE:

City of Gautier
3330 Highway 90
Gautier, MS 39553
Attention: Chassity Bilbo (City Manager)

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail or upon confirmation of the facsimile transmittal as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days prior written notice thereof, either party may from time to time change its address to any other address within the United States of America.

16. The failure of either party to this Agreement to insist upon the performance of any of the items and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW.

IN WITNESS WHEREOF the parties have executed this instrument the day and year first above written.

LOWE'S HOME CENTERS, INC.,
a North Carolina corporation

By: _____
Name: Tim L. Cooksey
Title: Vice President

Licensee:

City of Gautier, Mississippi

By: _____
Name: _____
Title: _____

Exhibit "A"

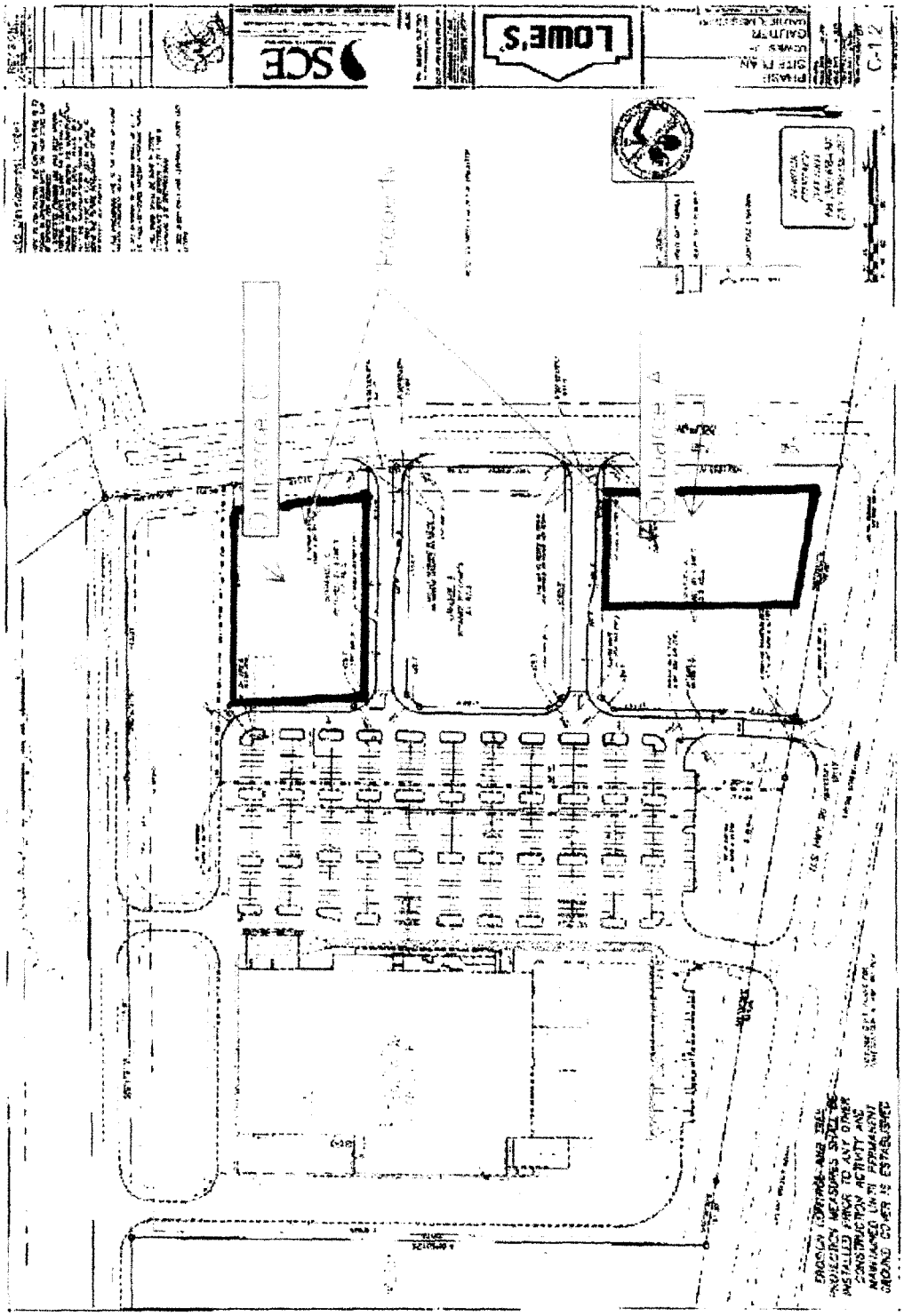

Exhibit "B"

Use of Licensed Area

Licensee intends to use the Licensed Area for the purposes of holding a "Gautier Mullet and Music Fest".

Additionally, such Use shall be further conditioned on:

Licensee must coordinate all activities so as not to interfere with the customers or operation of Licensor's Retail Property.

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

ORDER NUMBER 262-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Council Meetings held October 1st & 4th, 2013 are hereby approved.

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

Motion was made by 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 October 15, 2013.

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

RESOLUTION NUMBER 032-2013
PROCLAMATION
(A Local Emergency)

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

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

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

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed 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 October 15, 2013.

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

ORDER NUMBER 263-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #6 for the Gautier Fire Station Project #BL1102 to extend the contract time for completion by twelve (12) days due to rain during the period of July 26th through August 29th, 2013 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
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 October 15, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: October 10th, 2013

Subject: Approval Change Order #6 for the Gautier Fire Station Project

---

REQUEST:

Approval of Change Order #6 to the Gautier Fire Station Project #BL1102 to be as follows: Contract time for completion to be extended by twelve (12) days because of rain during the period of July 26th, 2013 through August 29th, 2013.

RECOMMENDATION:

It is recommended that the City Council approve the Change Order #6 for the Gautier Fire Station Project #BL1102 to be extended by twelve (12) days because of rain during the period of July 26th, 2013 through August 29th, 2013.

ATTACHMENT(S):

Change Order

DAN HENSARLING, INC.
CONTRACTORS

August 29, 2013

William Lack
Bolton/Lack Architects in Association
101-A Rouselle Place
Ocean Springs, MS 39564

RE: Fire Station for the City of Gautier
6200 Brown Road
Gautier, Mississippi

Dear Mr. Lack:

For the time period July 26, 2013 through August 29, 2013 we request the contract time be adjusted by **Twelve (12)** days to reflect the following rain day:

07/27/2013	3" Rain	07/30/2013	.25" Rain
08/01/2013	.50" Rain	08/02/2013	.50" Rain
08/04/2013	.25" Rain	08/07/2013	.33" Rain
08/09/2013	.25" Rain	08/12/2013	.25" Rain
08/15/2013	.50" Rain	08/18/2013	3" Rain
08/20/2013	.25" Rain	08/24/2013	.25" Rain

Should you have questions or comments, please do not hesitate to call.

Sincerely,

DAN HENSARLING, INC.

Cornel Clement

CC/bfe

P.O. Box 3927 • Gulfport, Mississippi 39505 (228) 832-6622 • Fax: (228) 832-6681

CHANGE ORDER

AIA DOCUMENT G701

OWNER [X]
ARCHITECT [X]
CONTRACTOR [X]
FIELD [ ]
OTHER [ ]

PROJECT:
(name, address)

TO CONTRACTOR:
(name, address)
Dan Hensarling, Inc.

CHANGE ORDER NUMBER: 6

DATE: 9-25-13

ARCHITECT'S PROJECT NO: BL1102

CONTRACT DATE: 11-30-12

CONTRACT FOR: New Fire Station for City of Gautier, MS

The Contract is changed as follows:

Contract time for completion to be extended by twelve (12) days because of rain during the period Jully 26, 2013 through August 29, 2O13. See the attached request.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was	$	N/A
Net change by previously authorized Change Orders	$	N/A
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	N/A
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$	N/A
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$	N/A

The Contract Time will be (increased) (decreased) (unchanged) by (12) days
The date of Substantial Completion as of the date of this Change Order therefore is November 8, 2013

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT	CONTRACTOR	OWNER
Bolton-Lack	Dan Hensarling, Inc.	City of Gautier, MS
101-A Rouselle Place	P.O. Box 3927	
Address: Ocean Springs, MS	Address: GULFPORT, MS 39505	Address:
BY: William V. Lack, Jr.	BY: CORNELIUS CLEMENT	BY:
DATE: 9-28-13	DATE: 9/27/2013	DATE:

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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 264-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept donation of a Cannon PC1438 Power Shot Sx20 IS Camera form Shawn Alford, Secure Networks, Inc.

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 October 15, 2013.

Donated from Shawn Alford

Canon PC1438 Power Shot SX20 IS Camera

No 0523303604

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

ORDER NUMBER 265-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept donation of a E-Spot upgrade kit for Litebox Lantern for the Fire Department from Danny Senseney.

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 October 15, 2013.

DANNY SENSENEY
2221 FARMINGTON DRIVE
GAUTIER, MS 39553

Customer No.	Sales I.D.	Purchase Order No.	Media Code	Terms
67101	AT /AT		X /WEBSITE	XXXXXXXX2764 VISA

Credit Card Number	Type	Phone Number	Total Wt	Zone	# Packages	Ship Via
		(228) 219-5301	2.2	6	1	UPS

Message: Thank you for your order! We appreciate your business!

Federal ID # 22-3703937

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc.	Extension
1	0	1	45845	E-Spot upgrade Kit for Litebox Lantern	47.51	--	47.51

MERCHANDISE INVOICE TOTAL $	47.51
SHIPPING & HANDLING $	12.82
INVOICE TOTAL $	60.33
CR. CARD: VI, APPR:135321 $	-60.33

Saturday 09/14/2013

he ordered a litebox and they sent him the wrong one. the Company told him to donate it to his locale F.D./ The Company sent him a New one.

Invoice/Packing Slip

www.AGTBattery.com

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

ORDER NUMBER 266-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to submit a grant application for a Good Neighbor Citizenship Company Grant to State Farm for department communication equipment.

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 October 15, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Dante Elbin, Chief of Police

Date: October 7, 2013

Subject: State Farm Safety Grant Application

REQUEST:

The Gautier Police Department requests City Council authorization to submit an application for a Good Neighbor Citizenship Company Grant to State Farm for department communication equipment needs.

BACKGROUND:

To support the communities where they live and work, State Farm focuses their giving in two areas: Safety and Education. The Company's Safety Grant is intended to keep neighbors safe through Auto and Roadway Safety, Teen Driver Education, Home Safety and Fire Prevention, Disaster Preparedness, and Disaster Recovery programs.

DISCUSSION:

In order to keep citizens safe on the road and to be prepared for disasters, police departments must have the necessary communication equipment. The Gautier Police Department has identified a need to replace the department's current analog radio equipment with digital equipment in order to be compatible with the Jackson County Emergency Management District's equipment once their transition to solely digital equipment takes place by 2017. The Police Department requests authorization to apply for an equipment grant for digital radios in an amount up to $30,000.00 to partially defray the cost of the system upgrade. The deadline for grant application submission is October 31, 2013. No match is required.

RECOMMENDATION:

The Police Department recommends that City Council approve submission of an online grant application to State Farm for department radio equipment needs prior to the October 31, 2013 deadline for up to $30,000.00.

The City Council may:

1. Approve the above grant application submission as presented;
2. Approve the above grant application submission with changes; or
3. Disapprove submission of this grant application.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 267-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into an agreement with Tim Shivers to borrow a bucket truck on occasional basis to hang banners on light poles along Highway 90 and Dolphin Drive.

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 October 15, 2013.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Chandra Nicholson, Economic Development and Planning Director
Date:	October 10, 2013
Subject:	Agreement for Use of Equipment- Tim Shivers

REQUEST:

The Economic Development and Planning Department requests authorization for the City of Gautier to enter into an agreement with Tim Shivers to borrow a bucket truck on an occasional basis for City workers to use to hang banners on light poles along Highway 90 and Dolphin Drive.

BACKGROUND:

The City of Gautier purchased seasonal banners for the downtown streetscape project. The City currently does not have a bucket truck in working order and would like to borrow a bucket truck as needed to hang decorative banners on light poles along Highway 90 and Dolphin Drive. Mr. Shivers has agreed to let the City use a bucket truck at no cost. The City will be responsible for the care and maintenance of this vehicle while in the City's possession, and will be fully responsible for repairing the vehicle if any damages are incurred.

RECOMMENDATION:

City staff recommends that City Council authorize entering into an agreement with Tim Shivers for the services described above.

The City Council may:

1. Authorize entering into the agreement as presented; or
2. Authorize entering into the agreement with changes; or
3. Disapprove entering into the agreement as presented.

ATTACHMENT(S):

Proposed Equipment Use Agreement

Mayor
Gordon T. Gollott

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

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

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

Agreement Regarding Use of Equipment

The City of Gautier requests to borrow on an occasional basis a bucket truck owned by Tim Shivers for the purpose of hanging banners on light poles in the City. The City of Gautier intends to use the equipment for a proper municipal purpose.

The City of Gautier gives its assurances that it will accept full responsibility for the maintenance and upkeep of the equipment during its use and that, should any damages occur thereto while in the possession of the City of Gautier, that the City will be fully responsible for any repairs that might be engendered by such damage.

The City Manager is fully authorized to accept these terms on behalf of the City of Gautier and agrees to the terms and conditions set herein.

_____ _____

City of Gautier
City Manager

Date

_____ _____

Tim Shivers
Equipment Owner

Date

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

ORDERED NUMBER 268-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi;

SECTION 1. That the petty cash fund for the Economic Development/Planning Director be increased by $200.00 for City of Gautier Haunted Trails scheduled for October 18th, 19th, 25th, 26th & 31st.

SECTION 2. That all funds shall be spent, for purchases, in accordance with purchasing laws of the state and the polices of the City of Gautier.

SECTION 3. 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 October 15, 2013**.**

Motion was made by Councilwoman Martin to adjourn the meeting until November 5, 2013 at 6:30 PM. Motion was seconded by Councilman Vaughan and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of November 5, 2013.