

**Tuesday
December 5, 2017
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 December 5, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 5, 2017 @ 6:30 PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed Monday, December 25th and Tuesday, December 26th in observance of Christmas.

IV. Presentation Agenda

none

V. Business Agenda

1. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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

1. Resolution authorizing travel of Council Members in the performance of their official duties.
2. Resolution authorizing mileage reimbursement for Council Members at the mileage reimbursement rate allowable to federal employees for the use of a privately owned vehicle while on official travel.
3. Authorization close City Administration offices on Friday, December 22nd and Tuesday, December 26th in observance of Christmas.
4. Approval of minutes from Recessed Council Meeting held November 21, 2017.
5. Order authorizing settlement of a doubtful and disputed claim, directing payment of a sum certain and authorizing the City Manager to execute any and all documents necessary to settle the claim as may be directed by the City Attorney and authorizing City Clerk/Comptroller to issue a check.
6. Authorization to accept a monetary donation from the Gautier Mullet and Music Fest Committee.
7. Authorization to enter agreement with Cable One Business for Wi Fi service for the Central, South, and North Fire Stations.
8. Resolution removing office equipment from Fire Departments inventory and declaring equipment surplus.
9. Approval of August 15, 2017 Water and Sewer Adjustments in the amount of \$10,645.27.
10. Approval of Gautier Historic Preservation Commission Re-appointments.

- 11. Authorization to accept a Singing River Electric Neighbors Helping Neighbors (NHN) Community Grant.**
- 12. Approval and authorization to pay warranty deed and damages totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**
- 13. Approval of a Contract Employee Agreement.**
- 14. Authorization to enter into a FY2018 Tidelands Grant Agreement - Mary Walker Bayou Parks Project (FY2018-P618-04).**
- 15. Resolution approving engagement letters and fee arrangement of Butler Snow, LLP to serve as Bond Counsel for the City relating to the issuance of General Obligation Bonds and Utility System Revenue Bonds.**
- 16. Resolution of the City Council of Gautier, Mississippi, authorizing the fee arrangement of City Attorney, Joshua Danos of Bordis & Danos, PLLC to serve as legal counsel for the City relating to the issuance of General Obligation and Utility System Revenue Bonds.**

VII. STUDY AGENDA

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

Councilman Vaughan made the motion to approve the agenda with the following revisions:

1. Add to Announcements – Appreciation Christmas Luncheon at Coldwell Bankers on Friday December 8th for City Employees.
2. Delete Presentation Agenda - Boys & Girls Club of Jackson County.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. Office closed Monday, December 25th and Tuesday, December 26th in observance of Christmas.
 2. Appreciation Christmas Luncheon at Coldwell Bankers on Friday December 8th for City Employees.
-

Presentation

None

Councilman Vaughan mentioned backup information for Consent #5 that was given to council before the meeting.

Councilwoman Martin made the motion to approve the Docket of Claims provided they are true and accurate. Councilman George seconded the motion.

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

ORDER NUMBER 242-2017

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC Account Number 001-090-698	180409	12/05/2017	11/16/2017	Description 11/2/17 PLANNING MTG	Invoice # MB841	Date 11/16/2017	P.O. 175.00 Amount 175.00
001	C SPIRE WIRELESS Account Number 001-100-605	180410	12/05/2017	11/16/2017	Description POLICE CELLS	Invoice # 0032680896	Date 11/11/2017	P.O. 555.51 Amount 555.51
001	AT&T Account Number 001-092-605	180421	12/05/2017	11/20/2017	Description MONTHLY SERVICE	Invoice # 2284978000	Date 11/14/2017	P.O. 3,427.86 Amount 3,427.86
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	180423	12/05/2017	11/21/2017	Description CITY FACILITIES	Invoice # 323830	Date 11/20/2017	P.O. 403.30 Amount 403.30
001	CITY OF GAUTIER 7M BOND ACCT Account Number 001-000-104	180425	12/05/2017	11/22/2017	Description TR MDOT REIMB TO FUND 130	Invoice # 11102017	Date 11/10/2017	P.O. 351,546.74 Amount 351,546.74
001	PITNEY BOWES PURCHASE POWER Account Number 001-092-607	180426	12/05/2017	11/22/2017	Description POSTAGE METER	Invoice # 0434-6213	Date 11/20/2017	P.O. 1,200.00 Amount 1,200.00
001	JERALD H SAVELL Account Number 001-170-513	180427	12/05/2017	11/22/2017	Description TRAIN RIDE: LIGHTS-LAGNIAPPE	Invoice # 300	Date 12/02/2017	P.O. 400.00 Amount 400.00
001	SPECIAL RISK INSURANCE COMPANY Account Number 001-092-625	180428	12/05/2017	11/22/2017	Description RENEWAL: RESERVE ACCIDENT INS	Invoice # 845	Date 09/13/2017	P.O. 3,318.00 Amount 3,318.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC Account Number 001-100-699	180429	12/05/2017	11/22/2017	Description SHARP MX-M654N SERVICE AGRMNT	Invoice # 17431	Date 11/19/2017	P.O. 378.00 Amount 378.00
001	FUELMAN OF MS Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	180430	12/05/2017	11/22/2017	Description UNL FUEL UNL FUEL UNL & DSL FUEL UNL FUEL UNL FUEL	Invoice # NP51873558 NP51873558 NP51873558 NP51873558 NP51873558	Date 11/20/2017 11/20/2017 11/20/2017 11/20/2017 11/20/2017	P.O. 2,727.73 Amount 35.82 2,103.14 453.33 86.80 48.64
001	GLOBALSTAR Account Number 001-092-605	180435	12/05/2017	11/27/2017	Description MONTHLY SERVICE	Invoice # 0008899630	Date 11/16/2017	P.O. 86.10 Amount 86.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	180437	12/05/2017	11/27/2017			455.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN126299	11/15/2017			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN126299	11/15/2017			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN126300	11/15/2017			120.00
001	AT&T	180438	12/05/2017	11/27/2017			86.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	11/14/2017			86.37
001	AT&T	180439	12/05/2017	11/27/2017			31.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM SERVS		2284970262	11/14/2017			31.01
001	AT&T	180450	12/05/2017	11/27/2017			153.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	11/14/2017			153.10
001	LIBERTY MUTUAL INSURANCE COMPANY	180453	12/05/2017	11/27/2017			388.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	EMPLOYMENT SECURITY BOND		32S421484	11/20/2017			388.00
001	SINGING RIVER ELECTRIC COOPERATIVE	180456	12/05/2017	11/27/2017			637.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11142017	11/21/2017			278.91
	001-161-631	MARTIN BLUFF FD 58380001		11152017	11/22/2017			190.19
	001-201-629	SIGNAL LIGHTS 17546		11152017	11/22/2017			32.30
	001-092-631	CITY LIMIT SIGN 17546		11152017	11/22/2017			28.34
	001-100-631	MBLUFF SUB STN 58521002		11152017	11/22/2017			108.12
001	FUELMAN OF MS	180459	12/05/2017	11/28/2017			2,238.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP51913105	11/27/2017			1,608.24
	001-161-525	UNL & DSL FUEL		NP51913105	11/27/2017			358.77
	001-170-525	UNL & DSL FUEL		NP51913105	11/27/2017			190.29
	001-205-525	UNL & DSL FUEL		NP51913105	11/27/2017			81.52
001	SINGING RIVER ELECTRIC COOPERATIVE	180463	12/05/2017	11/29/2017			7,991.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10554		11172017	11/27/2017			931.49
	001-201-629	SIGNAL LIGHTS 10554		11172017	11/27/2017			5,081.05
	001-092-631	CITY HALL 10554		11172017	11/27/2017			768.26
	001-170-631	FRAZIER PARK 10554		11172017	11/27/2017			48.86
	001-170-631	SENIOR BLDG 10554		11172017	11/27/2017			390.04
	001-161-631	CENTRAL FD 10554		11172017	11/27/2017			363.85
	001-170-631	CITY PARK 10554		11172017	11/27/2017			108.41
	001-092-631	PUBLIC WORKS 10554		11172017	11/27/2017			270.17
	001-092-631	HWY 90 SIGN 10554		11172017	11/27/2017			29.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180464	12/05/2017	11/29/2017			2,081.20	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION	66298004	11/17/2017	11/27/2017			1,223.32
	001-201-629	SIGNAL LIGHT	89113001	11/17/2017	11/27/2017			56.89
	001-170-631	CITY PARK RESTRMS	89912001	11/17/2017	11/27/2017			406.83
	001-201-633	STREET LIGHTS	90345002	11/17/2017	11/27/2017			206.02
	001-092-631	RECORDS BLDG	90790001	11/17/2017	11/27/2017			145.77
	001-170-631	FRAZIER RESTRMS	98546001	11/17/2017	11/27/2017			42.37
001	SINGING RIVER ELECTRIC COOPERATIVE	180465	12/05/2017	11/29/2017			1,278.77	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST	94987002	11/17/2017	11/27/2017			142.22
	001-201-633	DOLPHIN ST	94988002	11/17/2017	11/27/2017			135.01
	001-201-633	DOLPHIN ST	94989002	11/17/2017	11/27/2017			146.36
	001-201-633	DOLPHIN ST	94990002	11/17/2017	11/27/2017			556.71
	001-201-633	WM PAYNE	100244001	11/17/2017	11/27/2017			131.75
	001-201-633	WM PAYNE	100245001	11/17/2017	11/27/2017			166.72
001	SINGING RIVER ELECTRIC COOPERATIVE	180466	12/05/2017	11/29/2017			1,351.68	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD	76008001	11/19/2017	11/28/2017			208.65
	001-170-631	BACOT PARK	10137	11/19/2017	11/28/2017			1,001.03
	001-201-629	SIGNAL LIGHTS	10138	11/19/2017	11/28/2017			118.50
	001-170-631	BACOT SPLASHPAD	103751001	11/19/2017	11/28/2017			23.50
001	HUB INTERNATIONAL GULF SOUTH	180471	12/05/2017	11/29/2017			2,036.70	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-625	ADD PROPERTY INS: LOG CABIN	872260	11/27/2017				2,036.70
001	MS ASSOC OF GANG INVESTIGATORS	180472	12/05/2017	11/29/2017			175.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-681	REGISTRATION: MONTGOMERY, G	14-0000137	11/16/2017				175.00
001	MCGEES GULF COAST CONNECTION	180473	12/05/2017	11/29/2017			125.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-513	RENTAL: JUMPER (2)	0000001	11/28/2017				125.00
001	ALABAMA MEDIA GROUP	180479	12/05/2017	11/29/2017			164.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-615	PUBLIC NOTICE: GPC #17-19-UDO	0008432589	11/18/2017	180196			16.32
	001-090-615	PUBLIC NOTICE: GPC #17-17-CU	0008429638	11/19/2017	180181			17.28
	001-040-615	MEETING: BROWNFIELD ASMT GRANT	0008413812	11/05/2017	180123			19.08
	001-040-615	REVISED ORDINANCE #237-2017	0008411609	11/01/2017	180110			44.04
	001-040-615	REZONING ORDINANCE #239-2017	0008411621	11/01/2017	180110			67.68
001	ROPER SUPPLY	180480	12/05/2017	11/29/2017			2,727.85	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-799	NFORCE 48 6LF 6LR TD AL TDIR	50089	11/21/2017	180090			1,219.50
	001-100-799	400 SER SIREN, BTTON SWIT 100W	50089	11/21/2017	180090			342.80
	001-100-799	100N SER 100W SPKR W/BAIL BKT	50089	11/21/2017	180090			162.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROPER SUPPLY	180480	12/05/2017	11/29/2017			2,727.85	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	BKT SPKR FORD PI UTIL D/S	50089	11/21/2017	180090		21.90	
	001-100-799	PB400 VS ALUM P/B 17 PI SUV	50089	11/21/2017	180090		319.65	
	001-100-799	CONSOLE ARM CUP 2 UTILITY	50089	11/21/2017	180090		357.85	
	001-100-799	VERSA STAR 3 LED BLUE (6)	50089	11/21/2017	180090		264.00	
	001-100-799	BKT, LIC PLATE BKT (3)	50089	11/21/2017	180090		39.75	
001	HATTIESBURG COMPUTER SUPPLIES INC.	180481	12/05/2017	11/29/2017			179.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	1099 LASER FORM (33)	9267	11/18/2017	180124		26.00	
	001-040-500	W2 LASER FORM (300)	9267	11/18/2017	180124		84.00	
	001-040-500	W2 ENVELOPE (200)	9267	11/18/2017	180124		52.00	
	001-040-500	FREIGHT	9267	11/18/2017	180124		17.40	
001	SIRCHIE CORPORATION	180483	12/05/2017	11/29/2017			114.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	BARRIER TAPE/FIRE LINE (3)	0325339-IN	11/14/2017	180179		44.82	
	001-161-559	25/PK DISPOSABLE PIPETTE	0325339-IN	11/14/2017	180179		2.50	
	001-161-559	10/BOX COLLECTION CAN 1 PINT	0325339-IN	11/14/2017	180179		46.25	
	001-161-559	SHIPPING	0325339-IN	11/14/2017	180179		20.67	
001	CUSTOM PRODUCTS CORPORATION	180484	12/05/2017	11/29/2017			623.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	18X24 NO THRU TRUCKS (5)	297246	11/15/2017	180169		116.80	
	001-201-565	18X24 ROUND-A-BOUT (5)	297246	11/15/2017	180169		191.35	
	001-201-565	18X24 ARROW (3)	297246	11/15/2017	180169		114.81	
	001-201-565	POST U CHANNEL (5)	297246	11/15/2017	180169		120.00	
	001-201-565	BOLT CARRIAGE HEAD (10)	297246	11/15/2017	180169		4.70	
	001-201-565	FREIGHT	297246	11/15/2017	180169		76.06	
001	MS TROPHY LLC	180485	12/05/2017	11/29/2017			59.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	NAME/SERVING BAR: JACKSON, J	9422	11/16/2017	180105		28.20	
	001-100-559	NAME/SERVING BAR: BELL, J	9422	11/16/2017			28.20	
	001-100-559	POSTAGE	9422	11/16/2017			3.50	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	180486	12/05/2017	11/29/2017			388.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	MEDALS/TSHIRTS:2017 SUPERBOWL	25753	11/17/2017	180199		388.33	
001	FASTENAL COMPANY	180488	12/05/2017	11/29/2017			992.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	50LB BAG ASPHALT PATCH (63)	MSPAS71276	11/13/2017	180165		992.25	
001	SECURE NETWORKS LLC	180490	12/05/2017	11/29/2017			2,187.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	2TB ENTERPRISE HD DRIVE (2)	3262	11/17/2017	180174		550.00	
	001-100-639	SHIPPING	3262	11/17/2017	180174		15.00	
	001-045-704	LEXMARK CX417 COLOR PRINTER	3267	11/27/2017	180186		359.00	
	001-045-704	SHIPPING	3267	11/27/2017	180186		25.00	
	001-045-704	DELL OPTIPLEX MINI TOWER W10	3267	11/27/2017	180185		783.00	
	001-045-704	MS HOME & BUSINESS 2016	3267	11/27/2017	180185		250.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	180490	12/05/2017	11/29/2017			2,187.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-045-704	VIEWSONIC 24" WS MONITOR HD		3267	11/27/2017	180185		152.00
	001-045-704	DELL VGA ADAPTER		3267	11/27/2017	180185		28.00
	001-045-704	SHIPPING		3267	11/27/2017	180185		25.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180491	12/05/2017	11/29/2017			1,117.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	EXPO DRY ERASE SET		3357877146	11/28/2017	180107		5.85
	001-100-500	OFFICE VALUE WHITEBOARD		3359020631	11/10/2017	180107		56.49
	001-094-704	HP PAVILION 570 DT COMPUTER		3359386354	11/12/2017	180133		729.05
	001-094-704	OFFICE HOME & BUSINESS 2016		3358429807	11/03/2017	180133		225.99
	001-094-704	VIEWSONIC LED 24" MONITOR		3358774443	11/05/2017	180133		99.95
001	MS COAST HARLEY-DAVIDSON	180492	12/05/2017	11/29/2017			227.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	ROTOR & SPRING COVER ASSY		150501	11/14/2017	180166		227.18
001	SPORTABOUT	180493	12/05/2017	11/29/2017			81.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YTH CHEERLEADING TROPHY (18)		5477	11/17/2017	180200		81.00
001	FOREMOST PROMOTIONS	180496	12/05/2017	11/29/2017			1,405.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BUSINESS CARD MAGNET (1000)		416087	11/09/2017	180095		190.00
	001-100-559	MOOD CHANGE WB BRACELET (1000)		416087	11/09/2017	180095		710.00
	001-100-559	KEY CHAIN STRESS RELIEVER(250)		416087	11/09/2017	180095		487.50
	001-100-559	SHIPPING		416087	11/09/2017	180095		17.71
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	180497	12/05/2017	11/29/2017			399.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	MESH BANNER:LIGHTS & LAGNIAPPE		1236	11/16/2017	180148		399.00
FUND TOTAL	1 Claims	to	Checks	39 Total	393,914.81 Manual	Held	Total	393,914.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	LA POLICE GEAR INC	180494	12/05/2017	11/29/2017			207.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	32X32 TACTICAL PANT KHAKI (3)		64106	11/16/2017	171134	51.75	
	157-100-799	32X36 TACTICAL PANT KHAKI (3)		64106	11/16/2017	171134	51.75	
	157-100-799	34X30 TACTICAL PANT KHAKI (3)		64106	11/16/2017	171134	51.75	
	157-100-799	44X32 TACTICAL PANT KHAKI (3)		64106	11/16/2017	171134	51.75	
FUND TOTAL 157 Claims	to	Checks	1 Total	207.00 Manual		Held	Total	207.00

QUEITA GLMCLM17 11/30/2017 08:58 Gautier Current Purchasing
 Docket of Claims
 Release date from 12/05/2017 thru 12/05/2017

PAGE 7

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	180452	12/05/2017	11/27/2017			1,700.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2017	11/21/2017			1,700.28
FUND TOTAL 172 Claims	to	Checks	1 Total	1,700.28 Manual		Held		Total 1,700.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	180411	12/05/2017	11/16/2017			151.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE NOV 2017	3170	11/15/2017			36.50	
	176-170-699	SHOPPING CART FEE NOV 2017	3170	11/15/2017			115.00	
176	AT&T	180440	12/05/2017	11/27/2017			274.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	11/14/2017			274.12	
176	AT&T	180451	12/05/2017	11/27/2017			270.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	NOV 2017 DSL	2284970676	11/14/2017			111.64	
	176-170-605	MONTHLY SERVICE	2284970676	11/14/2017			159.15	
176	FUELMAN OF MS	180460	12/05/2017	11/28/2017			70.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP51913105	11/27/2017			70.49	
176	SINGING RIVER ELECTRIC COOPERATIVE	180467	12/05/2017	11/29/2017			1,348.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES	76854002	11/19/2017	11/28/2017		1,299.91	
	176-170-631	HOUSE	76855002	11/19/2017	11/28/2017		48.16	
FUND TOTAL 176 Claims		to	Checks	5 Total	2,114.97 Manual	Held	Total	2,114.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	180362	12/05/2017	11/22/2017			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-821	ST LNS #3 90/57 SWR	11092017	11/09/2017				7,877.45
	400-680-822	ST LNS #4 90/57 WTR	11092017	11/09/2017				10,948.67
	400-680-822	ST LNS #4 90/57 SWR	11092017	11/09/2017				9,019.22
	400-680-823	ST LNS #5 ALLEN RD	11092017	11/09/2017				2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR	11092017	11/09/2017				3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR	11092017	11/09/2017				9,665.99
400	ARISTA INFORMATION SYSTEMS INC	180431	12/05/2017	11/22/2017			4,118.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	OCT 2017 STATEMENTS	24305	11/14/2017				1,118.00
	400-650-698	OCT 2017 POSTAGE	1425201711	11/14/2017				3,000.00
400	2012 GUD BONDS DEBT SERVICE	180432	12/05/2017	11/22/2017			116,362.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-816	DEC 2017 PRN PMT	12012017	11/30/2017				112,916.67
	400-680-817	DEC 2017 INT PMT	12012017	11/30/2017				3,445.83
400	AT&T	180436	12/05/2017	11/27/2017			136.01	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284975234	11/14/2017				136.01
400	AT&T	180441	12/05/2017	11/27/2017			98.01	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284974594	11/14/2017				98.01
400	TYLER TECHNOLOGIES INC	180454	12/05/2017	11/27/2017			2,520.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	INCODE COMPONENT: ANNUAL FEE	025-207822	12/01/2017				2,520.00
400	CITY OF GAUTIER	180455	12/05/2017	11/27/2017			208,349.29	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-000-104	SEP 2017 GARBAGE PMTS	09302017	09/30/2017				102,259.96
	400-000-104	OCT 2017 GARBAGE PMTS	10312017	10/31/2017				106,089.33
400	SINGING RIVER ELECTRIC COOPERATIVE	180457	12/05/2017	11/27/2017			1,895.69	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STATIONS 20649	11142017	11/21/2017				770.92
	400-651-631	LIFT STATIONS 28779	11142017	11/21/2017				94.62
	400-651-631	SCHOONER WELL 20688	11102017	11/17/2017				731.83
	400-651-631	LIFT STATIONS 20688	11102017	11/17/2017				298.32
400	SINGING RIVER ELECTRIC COOPERATIVE	180458	12/05/2017	11/27/2017			4,521.25	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 89627001	11152017	11/22/2017				63.85
	400-651-631	LIFT STNS 89702001	11152017	11/22/2017				47.51
	400-651-631	LIFT STNS 17881	11152017	11/22/2017				2,030.76
	400-651-631	WATER WELLS 17881	11152017	11/22/2017				2,379.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	180468	12/05/2017	11/29/2017			42.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2017: #107663106		11162017	11/23/2017			42.61
400	SINGING RIVER ELECTRIC COOPERATIVE	180469	12/05/2017	11/29/2017			7,443.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT	99216002	11172017	11/27/2017			250.93
	400-651-631	LIFT STATIONS	17882	11172017	11/27/2017			2,297.97
	400-651-631	WATER WELLS	17882	11172017	11/27/2017			3,049.42
	400-651-631	CITY HALL SOUTH	17882	11172017	11/27/2017			1,845.15
400	SINGING RIVER ELECTRIC COOPERATIVE	180470	12/05/2017	11/29/2017			4,178.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS	17875	11192017	11/28/2017			220.39
	400-651-631	LIFT STNS	17883	11192017	11/28/2017			2,390.03
	400-651-631	LIFT STNS	17884	11192017	11/28/2017			1,568.21
400	FOSTERS A/C & HEATING INC	180482	12/05/2017	11/29/2017			4,291.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	CLEAN AC SYSTEM(3):PW B/OFFICE		V10031	11/16/2017	180120		4,291.31
400	CONSOLIDATED PIPE & SUPPLY	180487	12/05/2017	11/29/2017			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	10X3/4 CC DS SADDLE (2)		3772823000	11/21/2017	180195		150.00
400	COMM-TECH SOLUTIONS INC	180489	12/05/2017	11/29/2017			278.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MOVE PHONE EXTS: PW BLDG		15913	11/09/2017	180170		278.60
400	ENGEL ELECTRIC LLC	180495	12/05/2017	11/29/2017			3,685.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	REMODEL 3 OFFICES:PW WAREHOUSE		S17119182	11/09/2017	180121		3,685.00
400	CORE & MAIN LP	180498	12/05/2017	11/29/2017			5,175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ECLIPSE HYDRANT FLUSHER (3)		H945940	11/16/2017	180050		5,175.00
400	J H WRIGHT & ASSOCIATES INC	180499	12/05/2017	11/29/2017			1,710.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SINGLE PHASE VOLTAGE RELAY (3)		403362	11/13/2017	180126		240.00
	400-651-584	SHIPPING: LARK LS & SPARES		403362	11/13/2017	180126		20.00
	400-651-584	3" SHORT RADIUS ELBOW (2)		403361	11/13/2017	180098		290.00
	400-651-584	SHIPPING: HOYT LS		403361	11/13/2017	180098		40.00
	400-651-584	SQUARE D NEMA 2 MOTOR(2):LS-3		403572	11/22/2017	180194		1,120.00
FUND TOTAL 400 Claims	to	Checks	18 Total	408,382.48	Manual	Held	Total	408,382.48

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	393,914.81 Manual	Held	Total	393,914.81
FUND 157 Claims	to	Checks	1 Total	207.00 Manual	Held	Total	207.00
FUND 172 Claims	to	Checks	1 Total	1,700.28 Manual	Held	Total	1,700.28
FUND 176 Claims	to	Checks	5 Total	2,114.97 Manual	Held	Total	2,114.97
FUND 400 Claims	to	Checks	18 Total	408,382.48 Manual	Held	Total	408,382.48
Total for all Funds			64 Total	806,319.54 Manual	Held	Total	806,319.54

Councilman Vaughan made the motion to approve consent agenda Items 1, 2, 3, 5, 6, & 8-16 as presented. Councilwoman Martin seconded the motion

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

ORDER NUMBER 243-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2,3,5,6, & 8-16 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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

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

RESOLUTION NUMBER 052-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING TRAVEL OF COUNCIL MEMBERS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to travel on behalf of governing authorities in performance of their official duties;

WHEREAS, the City Council has budgeted travel expense reimbursement for council members to travel in performance of their official duties, up to one hundred dollars (\$100.00) per month;

WHEREAS, the City Council finds that council member travel for the purpose of attending conventions, engaging in economic development, meeting with other governing authorities (state, county, and local levels) concerning City issues, attending municipal seminars, and other municipal purposes is in performance of their respective official duties, and is otherwise in the best interests of the City; and

WHEREAS, nothing in this resolution shall limit any additional travel duly approved by City Council;

BE IT, THEREFORE, RESOLVED that council member travel for the purpose of attending conventions, engaging in economic development, meeting with other governing authorities (state, county, and local levels) concerning City issues, attending municipal seminars, and other municipal purposes is hereby approved.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

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

RESOLUTION NUMBER 053-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING MILEAGE REIMBURSEMENT FOR COUNCIL MEMBERS AT THE MILEAGE REIMBURSEMENT RATE ALLOWABLE TO FEDERAL EMPLOYEES FOR THE USE OF A PRIVATELY OWNED VEHICLE WHILE ON OFFICIAL TRAVEL

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars (\$100.00) per month; and

WHEREAS, the above statute authorizes mileage reimbursement rate allowable to federal employees for the use of a privately owned vehicle while on official travel, if said rate is approved by the governing authority;

BE IT, THEREFORE, RESOLVED that the Mayor and Members of the Council of the City of Gautier, Mississippi hereby approve mileage reimbursement to council members at the rate allowable to federal employees.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

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

ORDER NUMBER 244-2017

WHEREAS, Phil Bryant, Governor of the State of Mississippi, has authorized the governing authorities of all state agencies at their discretion to close their respective agencies in further observance of Christmas; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the closing of City Administration offices on Friday, December 22, 2017 and Tuesday, December 26, 2017 in observance of Christmas is hereby authorized.

IT IS FURTHER ORDERED that Friday, December 22, 2017 will not be compensated and employees will be required to charge leave.

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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017

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

ORDER NUMBER 245-2017

**ORDER AUTHORIZING SETTLEMENT OF A DOUBTFUL AND
DISPUTED CLAIM, DIRECTING PAYMENT OF A SUM
CERTAIN AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO
SETTLE THE CLAIM AS MAY BE DIRECTED BY THE CITY
ATTORNEY AND AUTHORIZING CITY
CLERK/COMPTROLLER TO ISSUE A CHECK.**

WHEREAS, on September 12, 2017 a Gautier Police Officer was called to 8018 Meadowdale Drive for an attempted theft and suspicious persons; and

WHEREAS, the Officer was able to locate a white Toyota Camry parked on the side of the road, which matched the description to the vehicle relayed to him; and

WHEREAS, the Officer was unable to locate the vehicle owner and in turn called for a wrecker to tow the vehicle; and

WHEREAS, the owners of the vehicle, Erick Wicklund and Mike May, soon discovered that the vehicle was being towed and had to pay \$160.50 to get his vehicle back; and

WHEREAS, the owners of the vehicle, Erick Wicklund and Mike May were subsequently cleared of any association with the report on September 12, 2017; and

WHEREAS, Mr. Wicklund and Mr. May have made a claim for reimbursement of the full amount paid; and

WHEREAS, the City Attorney, the City Manager, and the Department Head are all in agreement that the offer of settlement should be accepted and that the same is in the best interest of the City; and

WHEREAS, the claim is doubtful and disputed and this City Council must approve the payment of any sum to in settlement thereof;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GAUTIER DOES
HEREBY ORDER AND DIRECT AS FOLLOWS:**

SECTION 1. The City Manager is authorized and directed to pay to Mike May the full sum of \$160.50 in return for a settlement of all claims, but specifically without any admission of liability on the part of the City.

SECTION 2. The City Manager is further authorized and directed to execute any and all documents that may be required for the full and complete settlement of the claim as advised by the City Attorney.

SECTION 3. The City Clerk/Comptroller is authorized and directed to cause a check in the aforesaid amount to be issued forthwith for the settlement of the claim.

SECTION 4. The City Attorney is authorized and directed to prepare any and all necessary settlement documents in order to effect the settlement of this claim.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

Gautier Police Department

September 19, 2017
Unwarranted Towing of a Vehicle

Chief Elbin,

On September 12, 2017 Officer Joseph Wilson was called to 8018 Meadowdale Drive for an attempted theft and suspicious persons. Officer Wilson was able to locate a white Toyota Camry parked on the side of the road, which matched the description to the vehicle relayed to him. Officer Wilson was unable to locate the vehicle owner and in turn called for a wrecker to tow the vehicle.

The owner of the vehicle, Erick Wicklund, soon discovered that the vehicle was being towed and had to pay \$160.50 to get his vehicle back.

It was learned that Erick is a music major at the University of South Alabama, which is why the instruments were in the vehicle, and was visiting a girlfriend. He often parks in an empty lot while visiting her. Erick's vehicle was not in the roadway and not causing a hazard to traffic. If the vehicle was on a city easement it should have had a "Tow Sticker" placed on it giving the owner ample time to remove the vehicle.

Although I understand the reasoning of Officer Wilson, he was still wrong for having the vehicle towed, and causing the owner to pay the \$160.50 to Templet Towing. The owner of the vehicle, and the person who actually paid the debt, Mike May, is requesting to be reimbursed.

Mike May and or Erick Wicklund can be contacted at 228-218-7051

Respectfully,

Captain Casey Baxter



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

Tricia Thigpen

From: J. M May <mibaalma4@yahoo.com>
Sent: Monday, November 27, 2017 2:38 PM
To: cbaxter@gautier-ms.gov

J. M May <mibaalma4@yahoo.com>

To

cbaxter@gautier-ms.gov

Oct 31 at 12:05 PM

I request the Gautier Police Department and/or the City of Gautier reimburse me for the tow fee (Templet's) incurred on September 12, 2017 after illegally and unnecessarily having my step son's vehicle towed. There was no legal cause for said vehicle to be impounded. I appreciate the work of Captain Baxter getting to the bottom of this issue and I Pray no other citizen will endure what I have been going through since this occurred.

Your handling of this issue is appreciated. If there are any further questions please feel free to contact me at (228)218-7051

You may mail the reimbursement to: Mike May

14805 Timber Ridge Drive
Moss Point, Ms 39562

Sincerely,

Mike May

Reply Reply to All Forward More

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

ORDER NUMBER 246-2017

WHEREAS, the Gautier Mullet and Music Fest Committee wishes to support the needs of the Parks and Recreation Department by donating funds for miscellaneous activities, projects, equipment and programs; and

WHEREAS, this donation is in the best interest of the Parks and Recreation Department and the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of \$10,000 from the Gautier Mullet and Music Fest Committee is hereby authorized.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Parks and Recreation Director
Date: November 28, 2017
Subject: Authorization to accept a monetary donation from the Gautier Mullet and Music Fest Committee

REQUEST:

The Parks and Recreation Director is seeking authorization from City Council to accept a monetary donation in the amount of \$10,000 from the Gautier Mullet and Music Fest Committee.

BACKGROUND:

The Gautier Mullet and Music Fest is a nonprofit organization that hosts a free arts and crafts festival for the public to enjoy. The festival offers a variety of local cuisine, fine arts and crafts, kids zone, live music and a mullet toss contest that is held in the City of Gautier annually.

DICUSSION:

The Gautier Mullet and Music Fest Committee would like to support the needs of the Parks and Recreation Department by donating funds for miscellaneous activities, projects, equipment and programs throughout the year. This donation is in the best interest of the Parks and Recreation Department ant the City of Gautier.

RECOMMENDATION:

The Parks and Recreation Director recommend that City Council approve the above monetary donation from the Gautier Mullet and Music Festival Committee.

The City Council may:

1. Approve the monetary donations; or
2. Not approve the monetary donations

ATTACHEMENT:

None

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

RESOLUTION NUMBER 054-2017

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING FIRE DEPARTMENT OFFICE EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Fire Department is requesting the following office equipment be removed from inventory and declared surplus:

<u>ITEM</u>	<u>SERVICE TAG NUMBER</u>	<u>INVENTORY NUMBER</u>
(1) Dell Optiplex 380 Computer	H3J6NM	803

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the office equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the office equipment is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilman Vaughan**, seconded by **Councilwoman Martin**, and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 5th, December, 2017.

MAYOR

ATTEST:

CITY CLERK



GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

To: Paula Yancey, City Manager

From: Derek McCoy, Deputy Fire Chief

Date: 11/28/2017

Subject: Resolution removing office equipment from fire department inventory and declaring equipment surplus.

REQUEST:

City Council authorization is requested by the Gautier Fire Department to remove the following computer from the fire department's inventory and declare it as surplus: Dell Optiplex 380 Service Tag #H3J6NM1, Gautier Inventory Number 803.

BACKGROUND:

The Fire Department has determined that, given the age and condition of this computer its removal from inventory is in the best interest of the City of Gautier.

RECOMMENDATION:

Fire Department staff recommends that City Council authorize the removal of this property from inventory until such time as it can be deemed surplus.

ATTACHMENTS:

1. FD Surplus Equipment Photos



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

ORDER NUMBER 247-2017

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 15, 2017 in the amount of \$10,645.27 is hereby approved.

IT IS FURHTER 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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

AUGUST 15, 2017 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

						TOTAL	REASON FOR
ACCT #	WATER	SEWER	LATE CHG	GARBAGE	TAX	ADJUSTMENT	ADJUSTMENT
013-17001-000		839.97	280.00			1,119.97	WATER LEAK
013-17201-000		55.98				55.98	WATER LEAK
019-06201-001		100.26				100.26	WATER LEAK
019-51201-000		44.64				44.64	WATER LEAK
021-12301-001		142.02	210.00			352.02	WATER LEAK
029-01501-000		114.30				114.30	WATER LEAK
031-11801-003		399.33	385.00			784.33	WATER LEAK
039-10801-006	186.75	197.73	35.00			419.48	POLICE REPORT
039-13501-001		65.07				65.07	WATER LEAK
044-03101-000		221.29	140.00			361.29	WATER LEAK
053-12701-007	1,373.61	1,454.40	210.00			3,038.01	POLICE REPORT
074-08801-001		141.93				141.93	WATER LEAK
074-11091-000		525.78				525.78	WATER LEAK
077-01801-000		105.03				105.03	WATER LEAK
086-11501-007	67.41	71.37	210.00			348.78	WATER LEAK
090-10751-000	67.15	71.10				138.25	POLICE REPORT
095-00201-000		83.79				83.79	WATER LEAK
095-09901-003		750.21				750.21	WATER LEAK
095-15301-001		146.07	175.00			321.07	WATER LEAK
098-05801-003		193.41	245.00			438.41	WATER LEAK
116-28401-000		1,009.89				1,009.89	WATER LEAK
122-02151-001		209.70				209.70	WATER LEAK
130-04001-000		82.08	35.00			117.08	WATER LEAK
TOTAL	1,694.92	7,025.35	1,925.00			10,645.27	

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

ORDER NUMBER 248-2017

WHEREAS, all members of the Gautier Historic Preservation Commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms; and

WHEREAS, three (3) members of the Gautier Historic Preservation Committee whose staggered terms are expiring January 5, 2018, are willing to be re-appointed; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following re-appointments to the Gautier Historic Preservation Commission are hereby approved:

Bill Bray
Leonard Fuller
Vivian Dailey

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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/28/2017
Subject: Gautier Historic Preservation Commission Re-appointments

REQUEST:

The Grants & Projects Department requests City Council approval of the re-appointment of three incumbents who are willing to be re-appointed to the Gautier Historic Preservation Commission.

BACKGROUND:

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 9 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

Currently, three members of the Historic Preservation Commission whose staggered terms are expiring January 5, 2018, are willing to be re-appointed. These members include Bill Bray, Leonard Fuller, and Vivian Dailey.

RECOMMENDATION:

City Council may:

- 1) Approve the three re-appointments to the Historic Preservation Commission as presented; or
- 2) Not approve one or more of the proposed re-appointments.

ATTACHMENTS:

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

ORDER NUMBER 249-2017

WHEREAS, Neighbors Helping Neighbors (NHN) Community Grants were created by Singing River Electric Cooperative in 2001. Grant monies have been used to purchase playground equipment, car seats, computers, books to teach adults and children to read and to support local projects locally, among other causes; and

WHEREAS, the idea of “neighbors helping neighbors” emerged after Hurricane Georges when Singing River Electric witnessed firsthand neighbors lending a hand to those in need. The grant are available to not-profit organizations helping communities within Singing River Electric’s service territory in education, civic, community development and economic development; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a \$2,500 Neighbors Helping Neighbors (NHN) Community Grant through Singing River Electric Cooperative is hereby authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk 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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/28/2017
Subject: Singing River Electric Neighbors Helping Neighbors (NHN) Community Grant Acceptance

REQUEST:

The Grants and Projects Director requests City Council authorization to accept a \$2,500 Neighbors Helping Neighbors (NHN) Community Grant through Singing River Electric Cooperative.

BACKGROUND:

Neighbors Helping Neighbors (NHN) Community Grants were created by Singing River Electric Cooperative in 2001. Grant monies have been used to purchase playground equipment, car seats, computers, books to teach adults and children to read and to support local projects locally, among other causes.

The idea of “neighbors helping neighbors” emerged after Hurricane Georges when Singing River Electric witnessed firsthand neighbors lending a hand to those in need.

The grants are available to non-profit organizations helping communities within Singing River Electric’s service territory in education, civic, community development and economic development.

DISCUSSION:

The City of Gautier was awarded a \$2,500 grant for the purchase of a picnic table, benches, concrete pads and materials to build a small pavilion at Bacot Park. The amenities will be placed near the new splash pad to provide seating and shade.

RECOMMENDATION:

The Grants and Projects Director recommends that City Council authorize acceptance of a Neighbors Helping Neighbors Community Grant through Singing River Electric Cooperative, as outlined above.

The City Council may:

- 1) Accept the Neighbors Helping Neighbors Community Grant as presented; or
- 2) Not accept the Neighbors Helping Neighbors Community Grant.

ATTACHMENTS:

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

ORDER NUMBER 250-2017

WHEREAS, the Martin Bluff Widening Project requires payment of business landlord reestablishment expenses and moving expenses to Martin Bluff Trust; and

WHEREAS, it is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the pay warranty deed in the amount of \$6,600 and \$7,500 for damages (totaling \$14,100) payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project STP-9194-00 (001) LPA/105069-801000 is hereby authorized and approved for payment.

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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/28/2017
Subject: Approval and authorization to pay warranty deed and damages totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:

The Grants and Projects Department requests that City Council approve and authorize payment for warranty deed and damages totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

This payment includes \$6,600 for warranty deed and \$7,500 for damages (fence to replace privacy landscaping).

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve and authorize payment for warranty deed and damages totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:

- 1) Approve expenses totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project as presented; or
- 2) Not approve expenses totaling \$14,100 payable to Pringle and Roemer, PLLC Trust Account on behalf of Levy Lawson for the Martin Bluff Road Widening Project.

ATTACHMENTS:

1. Right of Way Invoice

Date November 28, 2017

INVOICE - RIGHT OF WAY

P.O. Number 941/

State _____		Acquired By:		Nature of Title	
Vendor No. <u>V000167376-1</u>	Customer Acct. No. _____	Agreement <u>X</u>	Fee Simple <u>X</u>		
Payee <u>Pringle and Roemer, PLLC Trust Account</u>		Settlement _____	Perm. Ease _____		
<u>for Levy Lawson</u>		Condemnation _____	Temp. Ease _____		
		Special Circuit _____	D.E. <u>84-01</u>		
		Supreme _____	Acquisition _____		
Mortgagee <u>N/A</u>		TIN NO. <u>64-0850856</u>			
Address <u>P.O. Box 211</u>					
<u>Biloxi, MS 39533</u>					

Project No. <u>STP-9194-00(001)</u>	County <u>Jackson</u>	Parcel: <u>057-00-00-W</u>
<u>LPA/105069-801000</u>		File No. <u>Levy Lawson</u>

Description	Amount
Warranty Deed - <u>10,460 sq ft of land</u>	\$ 6,600.00
Damages - <u>fence to replace landscaping for privacy</u>	\$ 7,500.00
IRS W-9 Form signed 08/01/17	
Martin Bluff Road Widening Project	
TOTAL INVOICE	\$ 14,100.00

Recommended For Payment				Approved		Paid By		
Acquisition Agent, Mark Dye				Paula Yancey, City Manager		Warrant No. _____		
				Signature _____		Req. No. _____		
Signature				Signature		Date _____		
OCA	Object Level	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres	
46720	3120	124	1	STP-9194-00(001)	\$ 6,600.00	057-00-00-W	0.24	
46720	3150	124	1	STP-9194-00(001)	\$ 7,500.00	057-00-00-W		

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

ORDER NUMBER 251-2017

WHEREAS, during the budget process, Council approved a contract employee position for the Parks and Recreation Department; and

WHEREAS, the compensation was calculated at \$600 biweekly and the contract employee would receive a 10-99 at the end of the year; and

WHEREAS, the scope of services for the contract employee is as follows:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

- A. Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees or may work independently from the direct supervision of a superior in carrying out such duties.
- B. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
- C. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edger's, and similar lawn care devices.
- D. Performs special projects and other duties as assigned by the Recreation Director.
- E. Must maintain a valid driver's license.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract Employment Agreement 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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 11/28/2017
Subject: Approval of a Contract Employee Agreement.

REQUEST:

The Parks and Recreation Director request the approval of a Contract Employee Agreement.

BACKGROUND:

During the budgeting process, Council approved a contract employee position in the amount of \$15,600. The compensation was calculated at \$600 biweekly and the contract employee would receive a 10-99 at the end of the year.

DISCUSSION:

I. Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

- A. Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees or may work independently from the direct supervision of a superior in carrying out such duties.
- B. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
- C. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edger's, and similar lawn care devices.
- D. Performs special projects and other duties as assigned by the Recreation Director.
- E. Must maintain a valid driver's license.

RECOMMENDATION:

The Parks and Recreation Director recommend that City Council approve the Contract Employee Agreement.

The City Council may:

- 1. Approve the Contract Employee Agreement or;
- 2. Not approve the Contract Employee Agreement

ATTACHMENTS:

- 1. Contract Employee Agreement

CITY OF GAUTIER
GROUNDS AND MAINTENANCE OPERATOR
CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Gautier, Mississippi (hereinafter referred to as the City) and _____ (hereinafter referred to as Contract Worker) for the professional service as defined in this agreement.

The City of Gautier hereby engages the services of the Contract Worker, and the Contract Worker hereby agrees to render those certain services described in Paragraph I, "Scope of Services", below.

This is skilled work in the operation of light to medium automotive equipment and/or, semi-skilled manual contract labor position.

Work may involve the operation of small trucks, riding power mowers, push lawn mowers, weed-eaters, edgers, light tractors, medium size dump trucks, and similar automotive equipment requiring little or no technical training. Operation of a variety of such equipment may be predominant task of this class. The predominant work of this class will likely be manual tasks of a semi-skilled nature requiring special knowledge acquired through work performance. Assignments may include use of standard specialized hand tools, power operated devices, or other equipment.

Assignments may be received in the form of specific orders or general instructions depending on the assignment. Work may be performed without direct supervision after instructions are received. Work is reviewed in progress and upon completion for conformance to established policies and procedures, and for accomplishment of desired results.

I. Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

- A. Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees or may work independently from the direct supervision of a superior in carrying out such duties.
- B. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
- C. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edger's, and similar lawn care devices.
- D. Performs special projects and other duties as assigned by the Recreation Director.
- E. Must maintain a valid driver's license.

II. Period of Performance: This Contract shall begin _____.

III. Consideration and Method of Payment:

- A. As consideration for the performance of this Contract, the Contract Worker shall be paid a fee of \$600.00 bi-weekly not to exceed \$15,600 per year.
- B. Work Schedule: To be determined by the Recreation Director.
- C. As additional consideration for this contract, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of

the Contract Worker's responsibilities under this contract. City vehicles and equipment may be used for providing city services only and may not be used by the contractor for any other purpose.

- IV. Relationship of Parties:** It is expressly understood and agreed that the City of Gautier enters into this Contract with Contract Worker based on the purchase of services and not based on an employer-employee relationship.
- A. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and is the gross sum due and payable to the Contract Worker. The City will not withhold taxes on wages earned by the Contract Worker but will furnish the Contract Worker with a 10-99 IRS Earnings Statement by January 31st of each year. Contract Worker shall not be eligible for any benefits including workers compensation insurance, paid holidays off, accrual of annual or sick leave, participation in the City's health insurance program or the Public Employees Retirement System.
- V. Termination:** Either the City or the Contract Worker may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.
- VI. Ownership of Documents and Work Product:** All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contract Worker shall be owned by the City. The City reserves the rights to any and all information and/or materials collected on its behalf.
- VII. Records Retention and Access to Records:** Contract Worker shall maintain, and shall make available to the City or any state agency authorized to audit the City, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State of Federal Government has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
- VIII. Modification or Amendment:** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
- IX. Assignment:** The Contract Worker may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
- X. Waiver:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

- XI. Indemnification:** Contract Worker agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Contract Worker, its agents or employees in the performance of this Contract.
- XII. Governing Law and Legal Remedies:** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. The Contract Worker expressly agrees that under no circumstances shall the City be obligated to pay an attorney's fee or the cost of legal action to the Contract Worker.
- XIII. Severability:** If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- XIV. Disputes:** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of the City and the Contract Worker. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contract worker shall proceed diligently with the performance of the duties and obligations of the Contract.
- XV. Compliance with Laws:** Contract Worker shall comply with all applicable laws, regulations policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under the Contract. Specifically, but not limited to, Contract Worker shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Contract because of race, creed, color, sex, age, national origin or disability.
- XVI. Special Terms and Conditions:** It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.
- XVII. Notice:** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

City of Gautier: Jason D. Pugh, Human Resources Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

Contract Worker: _____

XVIII. Entire Agreement: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the _____ day of _____, 2017.

City of Gautier

Contract Worker

Paula Yancey, City Manager

Name

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

ORDER NUMBER 252-2017

WHEREAS, on November 13, 2017, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2018 Tidelands grant award in the amount of \$250,000 for the Mary Walker Bayou Parks Project. This project, which affects Town Commons and City Park, was previously known as the City Park Community Center Phase III Project and has been ongoing for several years; and

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 grant agreement with Mississippi Department of Marine Resources (MDMR) for FY2018 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

IT IS FURTHER ORDERED that the City Manager or City Clerk 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: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 11/28/2017
Subject: FY2018 Tidelands Grant Agreement - Mary Walker Bayou Parks Project (FY2018-P618-04)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2018 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

BACKGROUND:

On November 13, 2017, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2018 Tidelands grant award in the amount of \$250,000.00 for the Mary Walker Bayou Parks Project. This project, which affects Town Commons and City Park, was previously known as the City Park Community Center Phase III Project and has been ongoing for several years.

DISCUSSION:

Once the Department of Marine Resources receives the City's signed grant agreement and an amended application with final project designs and plans, payments will be made to the City based on the work completed and the materials used.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2018 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

The City Council may:

- 1) Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2018 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000; or
- 2) Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2018 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$250,000.

ATTACHMENTS:

1. Grant Funding Letter and Agreement



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

November 13, 2017

Mayor Phil Torjusen
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award – Gautier’s Mary Walker Bayou Parks Project

Dear Mayor Torjusen:

I am pleased to announce the City of Gautier has been awarded \$ 250,000 in Public Trust Tidelands funds for the above referenced project by the Mississippi Legislature. I have attached your Tidelands Grant Agreement, please sign, and return one original of the Tidelands Grant Agreements. In addition, please submit an amended application to reflect the award amount no later than December 31, 2017.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or Jamie.Miller@dmr.ms.gov.

In appreciation,


Jamie M. Miller
Executive Director

cc: Chandra Nicholson, Economic Development & Planning Director

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gautier
FISCAL YEAR 2018**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1518 2017 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 250,000.00** for the Gautier's Mary Walker Bayou Parks Project, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1518 2017 Regular Session Gautier's Mary Walker Bayou Parks Project and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2018, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design and budget
 - Benefits to the public and community
 - Visual presentation (photographs) of project
 - Narrative description of project
 - Description of Work Completed
 - Milestones for Completion
 - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2018 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

Jamie M. Miller, Executive Director
Department of Marine Resources

11.14.17

Date

Phil Torjusen, Mayor
City of Gautier

Date

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

RESOLUTION NUMBER 055-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING THE FEE ARRANGEMENT OF BUTLER SNOW, LLP TO SERVE AS BOND COUNSEL FOR THE CITY RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000), SERIES 2017, AND UTILITY SYSTEM REVENUE BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000), SERIES 2017

WHEREAS, at the regular City Council meeting held on November 21, 2017, the Mayor and Members of Council voted and approved resolutions of intent to issue General Obligation Bonds and Utility System Revenue Bonds; and

WHEREAS, the City Council simultaneously approved an engagement resolution, hiring Butler Snow, LLP to serve as bond counsel to the City, with the fee to be determined at a later meeting; and

WHEREAS, the Mayor and City Council find that the fee arrangement described above is in the best interest of the City of Gautier;

BE IT, THEREFORE, RESOLVED that the Mayor and Members of the Council of the City of Gautier, Mississippi hereby approve the fee arrangement of Butler Snow, LLP to serve as bond counsel for the city relating to the issuance of general obligation bonds in the principal amount not to exceed five million dollars (\$5,000,000), series 2017, and utility system revenue bonds in the principal amount not to exceed five million dollars (\$5,000,000), series 2017.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

November 21, 2017

VIA EMAIL AND U.S. MAIL

Mayor and City Council
City of Gautier, Mississippi
3330 Highway 90
Gautier, Mississippi 39553

Re: Gautier, Mississippi (the "City"), General Obligation Bonds in the Principal Amount Not to Exceed Five Million Dollars (\$5,000,000), Series 2017 (the "Bond")

Dear Board of Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the above-referenced Bond. We understand that the Bond is being issued for the purpose of providing funds for (i) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings; (iii) repairing, improving, and extending public utility plants or distribution systems; (iv) repairing, improving and extending sanitary, storm, drainage or sewerage systems; (v) for other related purposes as authorized under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time (together, (i) through (v) are the "Project"); and paying for costs of issuance of the Bonds, and will be secured by the full faith and credit of the City as authorized by Mississippi (the "State") law. It is also our understanding that the Bonds may be issued in one series, and that the Bonds may be issued through the Mississippi Development Bank.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and the excludability of interest on the Bond from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bond and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the

authorization, issuance and delivery of the Bond, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the Bond issue;
5. Assist and advise counsel to the City in pursuing validation proceedings under State law;
6. If applicable, assist the City in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there will be a fee of \$5,000 in addition to the fee quoted below
7. Assist the City in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bond;
8. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds; and
9. If applicable, draft the continuing disclosure undertaking of the City. However, based on our review and discussions with the City's municipal advisor, if it is determined that the City is not in compliance with any of its existing continuing disclosure undertakings, then with your permission we will update said undertakings for a separate fee as set forth below.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bond;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Bond, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Bond and other bond issues or Bonds that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bond as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bond, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bond. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for each series of Bonds will be as follows:

1. \$30,000 for par amounts between \$0.00 to \$2,000,000; plus
2. \$15,000 for par amounts between \$2,000,001 to \$4,000,000; plus

3. \$10,000 for par amounts between \$4,000,001 to \$5,000,000; plus

any of the fees with respect to the preparation and distribution of the Official Statement for each series of Bonds described above in Paragraph 6; and plus expenses in an amount not to exceed \$3500 for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (see enclosure for standard charges for expenses).

If the financing for the Bonds is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP

Troy Johnston

Enclosures

STATEMENT TO BE SIGNED BY CITY OF GAUTIER, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the Board of Mayor and City Council dated _____, 2017. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF GAUTIER, MS

By: _____
Mayor Phil Torjusen

Date: _____

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2016

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour
Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc Portable Media Devices: Priced per data storage size
Litigation Support Services	Data Processing: \$250.00/gb per occurrence Data Storage: \$35.00/gb per month Litigation Support specialized software and equipment at actual cost with prior client approval.
Computerized Legal Research	No charge for basic research. \$35/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Fax and Long Distance Phone	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way- No charge ; 10-25 miles one way - \$30.00 ; over 25 miles one way - \$10.00/hour plus mileage ; Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Package Delivery	Charged at actual cost per package
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of

Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

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

RESOLUTION NUMBER 056-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING THE FEE ARRANGEMENT OF CITY ATTORNEY, JOSHUA DANOS OF BORDIS & DANOS, PLLC TO SERVE AS LEGAL COUNSEL FOR THE CITY RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000), SERIES 2017, AND UTILITY SYSTEM REVENUE BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000), SERIES 2017

WHEREAS, at the regular City Council meeting held on November 21, 2017, the Mayor and Members of Council voted and approved resolutions of intent to issue General Obligation Bonds and Utility System Revenue Bonds; and

WHEREAS, the City Council simultaneously approved an engagement resolution, hiring Bordis & Danos, PLLC to serve as counsel to the City, with the fee to be determined at a later meeting; and

WHEREAS, pursuant to Miss. Code Ann. 21-15-25, municipalities are authorized to compensate city attorneys one percent (1%) of the bonds issued; and

WHEREAS, City Attorney, Joshua Danos of the firm of Bordis & Danos, PLLC has offered to reduce this fee to one quarter of the statutory amount, or 0.25% of the bonds issued; and

WHEREAS, the services to be provided for these fees include review of any and all bond documents, provision of a written legal opinion required for issuance of the bonds, and initiation and finalization of uncontested validation proceedings in a court of valid jurisdiction; and

WHEREAS, the Mayor and City Council find that the fee arrangement described above is in the best interest of the City of Gautier;

BE IT, THEREFORE, RESOLVED that the Mayor and Members of the Council of the City of Gautier, Mississippi hereby approve the fee arrangement of City Attorney, Joshua Danos of Bordis & Danos, PLLC to serve as legal counsel for the city relating to the issuance of general obligation bonds in the principal amount not to exceed five million dollars (\$5,000,000), series 2017, and utility system revenue bonds in the principal amount not to exceed ten million dollars (\$10,000,000), series 2017 at a rate of .25% of the bonds ultimately issued.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

Councilman Vaughan commented on the accuracy of the minutes from Recessed Council Meeting held November 21, 2017, and requested that they be considered at the next Council meeting after review and revision.

Councilman Colledge made the motion to enter into an agreement with Cable One for Wi Fi service and the Fire Stations. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 253-2017

WHEREAS, the Fire Department utilizes a cloud based report system provided by the state where a dependable internet service is required and the current internet service limits and in some cases prevents staff from gaining access to this vitally important and necessary service; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the business serves agreement with Cable One for Wi Fi installation at the Central, South, and North Fire Stations with a one-time installation fee of \$49.95 for each location and an \$83.00 monthly service charge and equipment fees is hereby approved pending City Attorney's approval and revision of contract.

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 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 December 5, 2017.

Councilwoman Martin made a motion to recess until December 19, 2017 at 6:30PM.

Councilman Jackson seconded the motion and the vote unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.