

Tuesday  
January 2, 2018  
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 2, 2018 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, Richard Jackson, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Joshua Danos, City Attorney and other concerned citizens. Absent was Councilman Cameron George.

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**AGENDA**  
**CITY OF GAUTIER, MISSISSIPPI**  
**CITY HALL COUNCIL CHAMBERS**  
**January 2, 2018 @ 6:30 PM**

- I. Call to Order
  - 1. Prayer
  - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
  - 1. Office closed Monday, January 15, 2018 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.
- IV. Presentation Agenda
  - 1. Janice "Jan" McQuillen Special Appreciation Proclamation.
- V. Business Agenda
  - 1. Resolution regarding publication and lack of objection to Resolution Number 048-2017, as adopted on November 21, 2017.

|                          |                       |                          |                                                     |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|-----------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|-----------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

- 2. Resolution regarding publication and lack of objection to Resolution Number 049-2017, as adopted on November 21, 2017.

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

- 3. Approval of Docket of Claims.

|                          |                       |                          |                                                     |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|-----------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|-----------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

4. **Approval of Paid Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013.**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

1. **Receive October 2017 Finance Report.**
2. **Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties.**
3. **Approval of minutes from Regular Council Meeting held December 5, 2017.**

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**

**Recess until January 16, 2018 at 6:30 PM**

[www.gautier-ms.gov](http://www.gautier-ms.gov)

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**Councilman Colledge** made the motion to approve the agenda order with the following revisions:

1. Add revised Docket of Claims.
2. Add Business Item #5 – Approval of Amendment #1 to the Watershed Protection Program Grant Agreement.

**Councilwoman Martin** seconded the motion and the vote carried unanimously.

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**ANNOUNCEMENTS:**

1. Office closed Monday, January 15, 2018 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.

**PRESENTATION:**

1. Janice “Jan” McQuillen Special Appreciation Proclamation.

**TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:**

WHEREAS, the Legislature has designated the third Monday of January as the day for the observance of the birthdays of ROBERT E. LEE and DR. MARTIN LUTHER KING, JR., and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

**MONDAY, JANUARY 15, 2018**

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 4<sup>th</sup> day of December, 2017.



*C. Delbert Hosemann, Jr.*

C. DELBERT HOSEMANN, JR.  
SECRETARY OF STATE  
STATE OF MISSISSIPPI

**CITY OF GAUTIER  
PROCLAMATION OF APPRECIATION**

**WHEREAS**, Janice “Jan” Alane McQuillen has rendered outstanding service to the City of Gautier, Mississippi, and is deserving of special appreciation as a resident who displays honor, sense of community, dedication to her community, and spirit of selfless volunteerism and sacrifice, and;

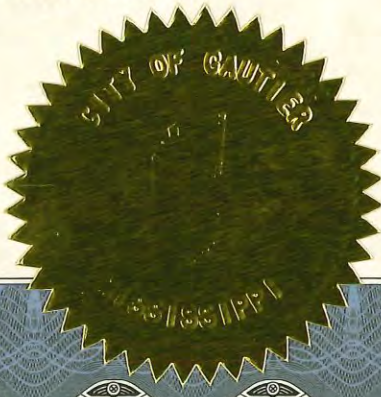
**WHEREAS**, Jan moved to Gautier, Mississippi in 1999 but later relocated to Maine to care for her ailing father. She loved Gautier so much that she returned in 2010; and

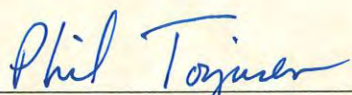
**WHEREAS**, Jan is very active in many non-profit organizations in the City of Gautier. Jan was instrumental in reopening the Gautier Senior Center after Hurricane Katrina in 2010. She has faithfully served as the Volunteer Coordinator since then. She was a member and served as Treasurer of Gautier Civitan Club, Gautier Pride, and Gautier Mullet and Music Festival. Jan most currently served as Chairperson of the 2017 Gautier Mullet and Music Festival. She has spent countless hours both coordinating volunteer efforts and raising financial support for these organizations; and

**WHEREAS**, Jan’s dedication and enthusiasm in the work of these organizations has won for her the respect and affection of her fellow citizens;

**NOW, THEREFORE**, on behalf of Council and all our citizens of Gautier, Mississippi, I am pleased to present this Proclamation of Appreciation to Janice “Jan” Alane McQuillen with our sincere thanks for her dedicated service to the City of Gautier, Mississippi.

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 28<sup>th</sup>, day of December, 2017.



  
\_\_\_\_\_  
**Phil Torjusen, Mayor**  
**City of Gautier, Mississippi**

There came on for consideration the matter of providing financing for various capital improvements to the combined utility system for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilwoman Martin offered and moved the adoption of the following resolution, and the motion was seconded by Councilman Colledge:

**RESOLUTION NUMBER 001-2018**

**RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ENTITLED “RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE “CITY”), TO EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE “BOND ACT”) AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE “BANK ACT” AND TOGETHER WITH THE BOND ACT, THE “ACT”); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES” AS ADOPTED ON NOVEMBER 21, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE CITY, OR THE ISSUANCE OF A QUALIFIED OBLIGATION BOND OF THE CITY FOR PURCHASE BY THE MISSISSIPPI DEVELOPMENT BANK, OR FOR THE CITY TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL DESCRIBED IN SAID RESOLUTION WAS FILED; AND AUTHORIZING SAID BONDS AND LOAN TO BE ISSUED OR ENTERED INTO, AS THE CASE MAY BE.**

**WHEREAS**, the Mayor and City Council of the City of Gautier, Mississippi (the “Governing Body” of the “City”), acting for and on behalf of the said City, does hereby find, determine, adjudicate, and declare as follows, to-wit:

1. That on November 21, 2017, the Governing Body did adopt a certain resolution entitled:

**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE “CITY”), TO EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED**

PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT"); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES (THE "INTENT RESOLUTION").

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 2, 2018, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 6, 13 and 20, 2017, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. That on or prior to the hour of 6:30 o'clock p.m. on January 2, 2018, no written protest objecting to and protesting against the issuance of revenue bonds of the City pursuant to the City Act (defined below) of the City (the "Bonds"), the issuance of a revenue bond of the City for purchase by the Mississippi Development Bank (the "City Bond") pursuant to the Bank Act (defined below), or the City entering into a loan with the Mississippi Development Bank to borrow funds (the "Loan") pursuant to the Bank Act nor any other objection of any kind or character against the issuance of the Bonds, the City Bond, or the Loan in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) described in the Intent Resolution had been filed or presented by the qualified voters of said City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1.** That the Governing Body of the City, is now authorized and empowered by the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act," and together with the City Act, the "Act"), to issue the Bonds, the City Bond, and the Loan, without the necessity of calling and holding an election on the question of the issuance thereof. That the Bonds, the City Bond, and the Loan, shall be and are hereby authorized in the maximum principal amount not to exceed Ten Million Dollars (\$10,000,000) to raise money to provide funds for the purposes set forth therein, including, but not limited to the improvement, repair and extension of the combined utility system of the City (the "System") and other authorized purposes under the Bond Act (together, the "Project").

**SECTION 2.** The Bonds, the City Bond, and the Loan may be issued, or entered into, as applicable, in one or more series will be payable solely from revenues derived and to be derived from operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and subject to the prior lien of debt service on certain State Revolving Fund Loans (the "SRF Loans"), existing on the date of issuance of the Bonds, the City Bond, and the Loan, and the parity lien of the City's outstanding \$9,995,000 Combined Utility System Revenue Refunding Bonds, Series 2012 (the "2012 Bonds") and the City's outstanding \$3,500,000 Combined Utility System Revenue Project, Series 2013 (the "2013 Bonds"). the Bonds, the City Bond, and the Loan shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the

payment of the Bonds, City Bond or Loan, but the same, together with the interest thereon, shall be payable solely from revenues of the System subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the prior lien of debt service on the SRF Loans and the parity lien of the 2012 Bonds and the 2013 Bonds.

**SECTION 3.** That the Bonds, the City Bond, and the Loan shall be issued and offered for sale or entered in to, as the case may be, in accordance with further orders and directions of this Governing Body.

**Councilwoman Martin** made the motion to adopt the foregoing resolution, **Councilman Colledge** seconded the motion and the question being put to a roll call vote, the result was as follows:

|                                     |                      |
|-------------------------------------|----------------------|
| Mayor Phil Torjusen                 | Voted: <u>AYE</u>    |
| Councilwoman Mary Martin            | Voted: <u>AYE</u>    |
| Councilman Cameron B. George        | Voted: <u>ABSENT</u> |
| Councilman Richard "DJ" Jackson     | Voted: <u>AYE</u>    |
| Councilman Casey Vaughan            | Voted: <u>AYE</u>    |
| Councilman Charles "Rusty" Anderson | Voted: <u>AYE</u>    |
| Councilman Adam Colledge            | Voted: <u>AYE</u>    |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 2nd day of January, 2018.

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**Mayor of the City of Gautier, Mississippi**

**ATTEST:**

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**City Clerk**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

**EXHIBIT A**  
**PROOF OF PUBLICATION**

State of Mississippi,) ss

County of Jackson)

Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Mississippi Press is a public newspaper published in the city of Pascagoula, with general circulation in Jackson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**The Mississippi Press 12/06, 12/13, 12/20/2017**

*Larry A Leibengood*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of December 2017

*Terry M Hancock*  
Notary Public



**NOTICE**

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Colledge offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 048-2017  
RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BANK ACT") AND TOGETHER WITH THE BOND ACT, THE "ACT"); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act") and together with the Bond Act, the "Act"), to issue utility system revenue bonds for the purposes set forth therein, including, but not limited to the improvement, repair and extension of the combined utility system of the City (the "System") and other authorized purposes under the Bond Act (together, the "Project") and  
WHEREAS, the Governing Body, acting for and on behalf of the City is authorized under the Bond Act and Sections 31-25-1 et seq.,

Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bank Act"), and other applicable laws of the State, to (a) issue a utility system revenue bond of the City to be sold to the Bank to finance the costs of the Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and  
WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Bond Act and the Bank Act; and  
WHEREAS, the Governing Body is authorized pursuant to the Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) utility system revenue bonds of the City pursuant to the Bond Act in a total aggregate principal amount of not to exceed Ten Million Dollars (\$10,000,000) (the "Bonds"), (b) a utility system revenue bond of the City to be sold to the Bank in a total aggregate principal amount of not to exceed Ten Million Dollars (\$10,000,000) (the "City Bond"), or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Ten Million Dollars (\$10,000,000) (the "Loan"); and  
WHEREAS, the Governing Body finds and determines that it is necessary and proper to improve, repair and extend the System which improvements, repairs and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Mayor and City Council; and  
WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan; and  
WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan; and  
WHEREAS, the Governing Body is authorized and empowered by the Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.  
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:  
SECTION 1. The Governing Body, acting for

and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds pursuant to the Bond Act in an aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), (b) issue and sell the City Bond to the Bank pursuant to the City Bond Act and the Bank Act in an aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), or (c) enter into the Loan with the Bank pursuant to the City Bond Act and the Bank Act in a principal amount not to exceed Ten Million Dollars (\$10,000,000).  
SECTION 2. The Bonds or the City Bond will be issued or the Loan will be entered into for the purpose of financing the Project, as authorized by the Bond Act and the Bank Act.  
SECTION 3. The principal and interest on the said Loan and Note shall be payable solely from revenues derived and to be derived from operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and subject to the prior lien of debt service on certain State Revolving Fund Loans (the "SRF Loans"), existing on the date of entering into the Loan and the issuance of the Note, from the State of Mississippi to the City, and the parity lien of the City's outstanding \$9,995,000 Combined Utility System Revenue Refunding Bonds, Series 2012 (the "2012 Bonds") and the City's outstanding \$3,500,000 Combined Utility System Revenue Project, Series 2013 (the "2013 Bonds"). Said Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from revenues of the System subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the prior lien of debt service on the SRF Loans and the parity lien of the 2012 Bonds and the 2013 Bonds.  
SECTION 4. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City, objecting to and protesting against the Loan and the Note is filed with the City Clerk on or before 5:00 o'clock p.m. on January 2, 2018, the Mayor and City Council of the City, will authorize the Loan and the issuance of the Note at a meeting of the Mayor and City Council set for 6:30 o'clock p.m. on January 2, 2018, which date shall be more than ten

(10) days after the date of the last publication of this resolution. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of entering into said Loan and the issuance of the Note shall be submitted to an election to be held as provided in Mississippi Code 1972 Annotated, Section 21-27-43, as amended.

SECTION 5. This resolution shall be (i) published once a week for at least three consecutive weeks in The Mississippi Press, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended; and the last publication of this resolution shall be more than ten (10) days prior to the date hereinabove set forth as the deadline for the filing of objection or protest and shall be more than ten (10) days prior to the date hereinabove set forth for the meeting of the Mayor and City Council to authorize entering into said Loan and the issuance of the Note; and (ii) be posted for at least twenty-one (21) days next preceding the date fixed therein at three (3) public places in the City.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Mayor and City Council on the day and hour hereinabove specified.

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

|                          |               |
|--------------------------|---------------|
| Mayor Phil Torjusen      | Voted: Aye    |
| Councilwoman Mary Martin | Voted: Absent |
| Councilman-              |               |
| Cameron B. George        | Voted: Aye    |
| Councilman-              |               |
| Richard "DJ" Jackson     | Voted: Aye    |
| Councilman Casey Vaughan | Voted: Aye    |
| Councilman-              |               |
| Charles "Rusty" Anderson | Voted: Aye    |
| Councilman Adam Colledge | Voted: Aye    |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 21st day of November, 2017.

/s/ Mayor Phil Torjusen

Mayor of the City of Gautier, Mississippi

ATTEST:

/s/ Cynthia Russell

City Clerk

MISSISSIPPI PRESS

December 6, 13 and 20, 2017

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Anderson offered and moved the adoption of the following resolution, and Councilwoman Martin seconded the motion:

**RESOLUTION NUMBER 002-2018**

**RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ENTITLED “RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE “CITY”), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (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; AND (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, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES” AS ADOPTED ON NOVEMBER 21, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY, OR THE ISSUANCE OF A QUALIFIED OBLIGATION BOND OF THE CITY FOR PURCHASE BY THE MISSISSIPPI DEVELOPMENT BANK OR FOR THE CITY TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL DESCRIBED IN SAID RESOLUTION WAS FILED; AND AUTHORIZING SAID BONDS AND LOAN TO BE ISSUED OR ENTERED INTO, AS THE CASE MAY BE.**

**WHEREAS**, the Mayor and City Council of the City of Gautier, Mississippi (the “Governing Body” of the “City”), acting for and on behalf of the said City, does hereby find, determine, adjudicate, and declare as follows, to-wit:

1. That on November 21, 2017, the Governing Body did adopt a certain resolution entitled:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE “CITY”), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (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; AND (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, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES (THE "INTENT RESOLUTION").

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 2, 2018, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 6, 13, 20, and 27, 2017, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. That on or prior to the hour of 6:30 o'clock p.m. on January 2, 2018, no written protest objecting to and protesting against the issuance of in a total aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) of the City (the "Bonds"), the issuance of a not to exceed Five Million Dollars (\$5,000,000) bond of the City (the "City Bond") for purchase by the Mississippi Development Bank, or the City entering into a loan with the Mississippi Development Bank to borrow not to exceed Five Million Dollars (\$5,000,000) (the "Loan") nor any other objection of any kind or character against the issuance of the Bonds, the City Bond or the Loan described in the Intent Resolution had been filed or presented by the qualified voters of said City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1.** That the Mayor and City Council of the City of Gautier, Mississippi, is now authorized and empowered by the provisions of Sections 21-33-301 *et seq.*, as amended (the "GO Act"), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act," and together with the GO Act the "Act"), to issue the Bonds, the City Bond and the Loan, without the necessity of calling and holding an election on the question of the issuance thereof. That the Bonds, the City Bond and the Loan, shall be and are hereby authorized in the maximum principal amount not to exceed Five Million Dollars (\$5,000,000) to raise money to provide funds for the (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; and (v) for other related purposes as authorized under GO Act, including paying for the cost of such borrowing (the "Project"). the Bonds, the City Bond and the Loan may be issued, or entered into, as applicable, in one or more series will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to

September 1 of that year has transferred money to the debt service fund for the debt issued, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds, the City Bond and the Loan due during the ensuing fiscal year of the City, in accordance with the provisions of the documents securing the Bonds, the City Bond and the Loan.

**SECTION 2.** That the Bonds, the City Bond, and the Loan shall be issued and offered for sale or entered in to, as the case may be, in accordance with further orders and directions of this Governing Body.

**Councilman Anderson** made the motion to adopt the foregoing resolution, **Councilwoman Martin** seconded the motion and the question being put to a roll call vote, the result was as follows:

|                                     |                      |
|-------------------------------------|----------------------|
| Mayor Phil Torjusen                 | Voted: <u>AYE</u>    |
| Councilwoman Mary Martin            | Voted: <u>AYE</u>    |
| Councilman Cameron B. George        | Voted: <u>ABSENT</u> |
| Councilman Richard "DJ" Jackson     | Voted: <u>AYE</u>    |
| Councilman Casey Vaughan            | Voted: <u>AYE</u>    |
| Councilman Charles "Rusty" Anderson | Voted: <u>AYE</u>    |
| Councilman Adam Colledge            | Voted: <u>AYE</u>    |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 2nd day of January, 2018.

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**Mayor of the City of Gautier, Mississippi**

**ATTEST:**

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**City Clerk**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

**EXHIBIT A**  
**PROOF OF PUBLICATION**

State of Mississippi,) ss  
County of Jackson)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Mississippi Press is a public newspaper published in the city of Pascagoula, with general circulation in Jackson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**The Mississippi Press 12/06, 12/13, 12/20, 12/27/2017**

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of December 2017

*Terry M. Hancock*  
Notary Public



**NOTICE**

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Vaughan offered and moved the adoption of the following resolution:

**RESOLUTION NUMBER 049-2017**  
**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (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; AND (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, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (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; and (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, including paying for the cost of such borrowing (collectively, the "Project"); and WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State, to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and WHEREAS, the Project is in accordance with and in furtherance of the provisions of the City Bond Act and the Bank Act; and WHEREAS, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000) (the "Bonds"), (b) a general obligation bond of the City to be sold to the Bank in a total aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000) (the "City Bond"), or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Five Million Dollars (\$5,000,000) (the "Loan"); and WHEREAS, as of November 1, 2017, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was One Hundred Twenty Million Five Hundred Seventy One Thousand Three Hundred Thirty Nine Dollars (\$120,571,339), and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of Eighteen Million Eighty Five Thousand Seven Hundred Dollars (\$18,085,700), and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of Twenty Four Million One Hundred Fourteen Thousand Two Hundred Sixty Seven Dollars (\$24,114,267);

and WHEREAS, the Bonds, the City Bond or the Loan, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since November 1, 2017; and WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan; and WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan; and WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes. NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:  
**SECTION 1.** The Governing Body, acting for and on behalf of the City, hereby declares its intention to either (a) issue and sell the Bonds pursuant to the City Bond Act in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), (b) issue and sell the City Bond to the Bank pursuant to the City Bond Act and the Bank Act in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), or (c) enter into the Loan with the Bank pursuant to the City Bond Act and the Bank Act in a principal amount not to exceed Five Million Dollars (\$5,000,000).

SECTION 2. The Bonds or the City Bond will be issued or the Loan will be entered into for the purpose of financing the Project, as authorized by the City Bond Act and the Bank Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 3330 Hwy 90, Gautier, Mississippi, at the hour of 6:30 o'clock p.m. on January 2, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before the aforesaid date and hour, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after January 2, 2018.

SECTION 5. In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in The Mississippi Press, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Five Million Dollars (\$5,000,000).

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Mayor Phil Torjusen Voted: Aye  
Councilwoman Mary Martin Voted: Absent  
Councilman-

Councilman  
Cameron B. George Voted: Aye  
Councilman-  
Richard "D.J." Jackson Voted: Aye  
Councilman-  
Casey Vaughan Voted: Aye  
Councilman-  
Charles "Rusty" Anderson Voted: Aye  
Councilman Adam Colledge Voted: Aye  
The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 21st day of November, 2017.  
/s/ Mayor Phil Torjusen  
Mayor of the City of Gautier, Mississippi  
ATTEST:  
/s/ Cynthia Russell  
City Clerk  
MISSISSIPPI PRESS  
December 6, 13, 20 and 27, 2017

Councilwoman Martin made the motion to approve the revised Docket of Claims provided that the entries thereon are true, correct, properly entered and not fraudulent, as presented. Councilman Colledge 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 001-2018**

**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 revised Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

**NAYS:**       **None**

**ABSENT:**   **Cameron George**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

| Fund | Name of Claimant                                                                   | Trans # | Release Date | Claim Date | Claim Number                                         | Check Number                                 | Claim Amount        | Approved/Disapproved |
|------|------------------------------------------------------------------------------------|---------|--------------|------------|------------------------------------------------------|----------------------------------------------|---------------------|----------------------|
| 001  | SBM REPORTING LLC<br>Account Number 001-090-698                                    | 180633  | 01/02/2018   | 12/18/2017 | Description<br>12/7/17 PLANNING MTG                  | Invoice # MB848<br>Date 12/13/2017 P.O.      | 175.00<br>Amount    | 175.00               |
| 001  | CABLE ONE INC<br>Account Number 001-100-699                                        | 180634  | 01/02/2018   | 12/18/2017 | Description<br>DEC 2017 SUB STN: #107718827          | Invoice # 12012017<br>Date 12/08/2017 P.O.   | 89.57<br>Amount     | 89.57                |
| 001  | CABLE ONE INC<br>Account Number 001-100-699                                        | 180638  | 01/02/2018   | 12/18/2017 | Description<br>DEC 2017: #107718371                  | Invoice # 12012017<br>Date 12/08/2017 P.O.   | 204.06<br>Amount    | 204.06               |
| 001  | CABLE ONE INC<br>Account Number 001-100-699                                        | 180639  | 01/02/2018   | 12/18/2017 | Description<br>DEC CABLE BOX PD: #118476316          | Invoice # 12012017<br>Date 12/08/2017 P.O.   | 56.20<br>Amount     | 56.20                |
| 001  | M & E FEED & SEED<br>Account Number 001-100-514                                    | 180640  | 01/02/2018   | 12/18/2017 | Description<br>DOG FOOD                              | Invoice # 5197<br>Date 11/14/2017 P.O.       | 41.99<br>Amount     | 41.99                |
| 001  | AIRGAS USA LLC<br>Account Number 001-205-588                                       | 180644  | 01/02/2018   | 12/19/2017 | Description<br>CYLINDER RENTAL                       | Invoice # 9949510586<br>Date 11/30/2017 P.O. | 199.43<br>Amount    | 199.43               |
| 001  | C SPIRE WIRELESS<br>Account Number 001-100-605                                     | 180647  | 01/02/2018   | 12/19/2017 | Description<br>POLICE CELLS                          | Invoice # 0032680896<br>Date 12/11/2017 P.O. | 555.51<br>Amount    | 555.51               |
| 001  | DPS CRIME LAB<br>Account Number 001-100-699                                        | 180651  | 01/02/2018   | 12/19/2017 | Description<br>ANALYTICAL FEES                       | Invoice # 90065123<br>Date 12/01/2017 P.O.   | 120.00<br>Amount    | 120.00               |
| 001  | MS GULF COAST COUNCIL OF GARDEN CLUBS<br>Account Number 001-170-645                | 180661  | 01/02/2018   | 12/21/2017 | Description<br>2018 SPRING PILGRIMAGE                | Invoice # 04042018<br>Date 11/28/2017 P.O.   | 500.00<br>Amount    | 500.00               |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER<br>Account Number 001-010-696<br>001-010-696 | 180665  | 01/02/2018   | 12/21/2017 | Description<br>NOV 2017 ADC CHGS<br>PHARMACY CHARGES | Invoice # 11302017<br>Date 12/12/2017 P.O.   | 14,689.12<br>Amount | 14,665.00<br>24.12   |
| 001  | BOYS & GIRLS CLUBS OF JACKSON COUNTY INC<br>Account Number 001-170-642             | 180666  | 01/02/2018   | 12/21/2017 | Description<br>NOV 2017 CLUB SUPPORT                 | Invoice # 11302017<br>Date 12/13/2017 P.O.   | 833.33<br>Amount    | 833.33               |
| 001  | CLYDE C SCOTT INSURANCE AGENCY INC<br>Account Number 001-092-625                   | 180667  | 01/02/2018   | 12/21/2017 | Description<br>BOND UTILITY BILLING DIV              | Invoice # 27039<br>Date 12/15/2017 P.O.      | 318.00<br>Amount    | 318.00               |

| Fund | Name of Claimant           | Trans #                    | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------|----------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | TINA HANSEN                | 180668                     | 01/02/2018   | 12/21/2017 |              |              | 82.00        |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681                | PER DIEM:NEW REPORTING SYS |              | 01162018   | 10/05/2017   |              |              | 82.00                |
| 001  | W CASEY BAXTER             | 180671                     | 01/02/2018   | 12/21/2017 |              |              | 82.00        |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681                | PER DIEM:NEW REPORTING SYS |              | 01162018   | 10/05/2017   |              |              | 82.00                |
| 001  | FUELMAN OF MS              | 180677                     | 01/02/2018   | 12/21/2017 |              |              | 2,675.33     |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-525                | UNL FUEL                   |              | NP52100744 | 12/18/2017   |              |              | 2,086.87             |
|      | 001-161-525                | UNL & DSL FUEL             |              | NP52100744 | 12/18/2017   |              |              | 350.49               |
|      | 001-170-525                | UNL & DSL FUEL             |              | NP52100744 | 12/18/2017   |              |              | 160.68               |
|      | 001-205-525                | UNL & DSL FUEL             |              | NP52100744 | 12/18/2017   |              |              | 77.29                |
| 001  | GLOBALSTAR                 | 180687                     | 01/02/2018   | 12/27/2017 |              |              | 82.91        |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                | MONTHLY SERVICE            |              | 0008970934 | 12/16/2017   |              |              | 82.91                |
| 001  | AT&T                       | 180688                     | 01/02/2018   | 12/27/2017 |              |              | 153.32       |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                | MONTHLY SERVICE            |              | 2284972172 | 12/14/2017   |              |              | 153.32               |
| 001  | DELTA COMPUTER SYSTEMS INC | 180690                     | 01/02/2018   | 12/27/2017 |              |              | 455.00       |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                | ACCTG SOFTWARE MAINT       |              | MN126879   | 12/15/2017   |              |              | 315.00               |
|      | 001-092-698                | VOTER REG SOFTWARE MAINT   |              | MN126879   | 12/15/2017   |              |              | 20.00                |
|      | 001-092-698                | PRIV LIC SOFTWARE MAINT    |              | MN126880   | 12/15/2017   |              |              | 120.00               |
| 001  | AT&T                       | 180691                     | 01/02/2018   | 12/27/2017 |              |              | 31.22        |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                | NCIC TELECOM SERVS         |              | 2284970262 | 12/14/2017   |              |              | 31.22                |
| 001  | AT&T                       | 180692                     | 01/02/2018   | 12/27/2017 |              |              | 86.59        |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                | MONTHLY SERVICE            |              | 2284977070 | 12/14/2017   |              |              | 86.59                |
| 001  | AT&T                       | 180693                     | 01/02/2018   | 12/27/2017 |              |              | 3,414.00     |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                | MONTHLY SERVICE            |              | 2284978000 | 12/14/2017   |              |              | 3,414.00             |
| 001  | FUELMAN OF MS              | 180701                     | 01/02/2018   | 12/27/2017 |              |              | 2,767.49     |                      |
|      | Account Number             | Description                |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                | UNL FUEL                   |              | NP52142256 | 12/25/2017   |              |              | 44.70                |
|      | 001-100-525                | UNL FUEL                   |              | NP52142256 | 12/25/2017   |              |              | 2,249.63             |
|      | 001-161-525                | DSL FUEL                   |              | NP52142256 | 12/25/2017   |              |              | 406.07               |
|      | 001-170-525                | UNL FUEL                   |              | NP52142256 | 12/25/2017   |              |              | 31.20                |
|      | 001-205-525                | UNL FUEL                   |              | NP52142256 | 12/25/2017   |              |              | 35.89                |

| Fund | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | PITNEY BOWES GLOBAL FINANCIAL SERVS | 180703                         | 01/02/2018   | 12/27/2017 |              |              | 422.97       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-698                         | LEASE PMT: POSTAGE MACHINE     | 3304997714   | 12/07/2017 |              |              | 422.97       |                      |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE  | 180705                         | 01/02/2018   | 12/28/2017 |              |              | 621.37       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-631                         | BROWN FD 95237002              | 12142017     | 12/21/2017 |              |              | 367.11       |                      |
|      | 001-161-631                         | MARTIN BLUFF FD 58380001       | 12152017     | 12/22/2017 |              |              | 95.86        |                      |
|      | 001-201-629                         | SIGNAL LIGHTS 17546            | 12152017     | 12/22/2017 |              |              | 32.40        |                      |
|      | 001-092-631                         | CITY LIMIT SIGN 17546          | 12152017     | 12/22/2017 |              |              | 28.54        |                      |
|      | 001-100-631                         | MBLUFF SUB STN 58521002        | 12152017     | 12/22/2017 |              |              | 97.46        |                      |
| 001  | ESTABROOK MOTOR CO INC              | 180708                         | 01/02/2018   | 12/28/2017 |              |              | 229.90       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-638                         | DIAGNOSTIC TEST: REC TRUCK     | 431882       | 12/11/2017 | 180260       |              | 229.90       |                      |
| 001  | CAN'T MISS EMBROIDERY               | 180709                         | 01/02/2018   | 12/28/2017 |              |              | 1,630.48     |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                         | POLO SHIRT (2): GPD LOGO       | 19977        | 12/20/2017 | 180290       |              | 98.94        |                      |
|      | 001-100-535                         | POLO SHIRT (2): GPD LOGO       | 19977        | 12/20/2017 | 180290       |              | 65.96        |                      |
|      | 001-100-535                         | POLO SHIRT (4): GPD LOGO       | 19977        | 12/20/2017 | 180290       |              | 131.92       |                      |
|      | 001-100-535                         | JACKET (5): EMBROID BADGE      | 19978        | 12/20/2017 | 180221       |              | 224.90       |                      |
|      | 001-100-535                         | JACKET (2): EMBROID BADGE      | 19978        | 12/20/2017 | 180221       |              | 94.96        |                      |
|      | 001-100-535                         | JACKET (2): EMBROID BADGE      | 19978        | 12/20/2017 | 180221       |              | 96.96        |                      |
|      | 001-100-535                         | JACKET (1): EMBROID BADGE      | 19978        | 12/20/2017 | 180221       |              | 49.48        |                      |
|      | 001-100-535                         | POLO SHIRT (8): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 207.84       |                      |
|      | 001-100-535                         | POLO SHIRT (4): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 103.92       |                      |
|      | 001-100-535                         | POLO SHIRT (5): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 129.90       |                      |
|      | 001-100-535                         | POLO SHIRT (2): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 56.96        |                      |
|      | 001-100-535                         | POLO SHIRT (1): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 28.48        |                      |
|      | 001-100-535                         | POLO SHIRT (6): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 170.88       |                      |
|      | 001-100-535                         | POLO SHIRT (3): EMBROID POLICE | 19979        | 12/20/2017 | 180212       |              | 88.44        |                      |
|      | 001-100-535                         | LADIES POLO (3): REC CLERK     | 19979        | 12/20/2017 | 180212       |              | 80.94        |                      |
| 001  | TEAM ONE COMMUNICATIONS INC         | 180710                         | 01/02/2018   | 12/28/2017 |              |              | 106.45       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-639                         | REPR RADIO: XTS2500            | 9080112701   | 12/14/2017 | 180295       |              | 106.45       |                      |
| 001  | REYNOLDS WHOLESALE CO               | 180711                         | 01/02/2018   | 12/28/2017 |              |              | 38.50        |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-510                         | CS HS TISSUE ROLLS             | 57591        | 12/21/2017 | 180309       |              | 38.50        |                      |
| 001  | MS FIRE CHIEF'S ASSOCIATION         | 180712                         | 01/02/2018   | 12/28/2017 |              |              | 90.00        |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-682                         | ANNUAL DUES: JONES, R          | 17353-01     | 12/19/2017 | 180303       |              | 45.00        |                      |
|      | 001-161-682                         | ANNUAL DUES: MCCOY, D          | 17353-01     | 12/19/2017 | 180303       |              | 45.00        |                      |

| Fund | Name of Claimant                    | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | FASTENAL COMPANY                    | 180713                        | 01/02/2018   | 12/28/2017 |              |              | 974.75       |                      |
|      | Account Number                      | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-201-576                         | 50LB BAG ASPHALT PATCH (63)   | MSPAS71648   | 12/06/2017 | 180262       |              | 974.75       |                      |
| 001  | SECURE NETWORKS LLC                 | 180714                        | 01/02/2018   | 12/28/2017 |              |              | 271.00       |                      |
|      | Account Number                      | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-559                         | 10PK HP LTO-5 DATA CARTRIDGE  | 3289         | 12/27/2017 | 180224       |              | 236.00       |                      |
|      | 001-040-559                         | HP LTO-5 DATA CARTRIDGE       | 3289         | 12/27/2017 | 180224       |              | 25.00        |                      |
|      | 001-040-559                         | SHIPPING                      | 3289         | 12/27/2017 | 180224       |              | 10.00        |                      |
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 180715                        | 01/02/2018   | 12/28/2017 |              |              | 3,009.40     |                      |
|      | Account Number                      | Description                   | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-094-500                         | DZ STENO WHITE PAPER 6X9      | 3361907262   | 12/08/2017 | 180270       |              | 9.93         |                      |
|      | 001-094-500                         | EXPO DRY ERASER               | 3361907262   | 12/08/2017 | 180270       |              | 1.41         |                      |
|      | 001-094-500                         | EXPO DRY ERASE CLEANER        | 3361907262   | 12/08/2017 | 180270       |              | 1.74         |                      |
|      | 001-094-500                         | DZ PAPER MATE RETRACTABLE PEN | 3361907262   | 12/08/2017 | 180270       |              | 10.14        |                      |
|      | 001-094-500                         | 144/CT MINI METAL BINDER      | 3361907262   | 12/08/2017 | 180270       |              | 1.42         |                      |
|      | 001-094-500                         | 2018 STAPLES MONTHLY PLANNER  | 3361907262   | 12/08/2017 | 180270       |              | 11.11        |                      |
|      | 001-094-500                         | 5TAB HANG FOLDERS ASST 25/PK  | 3361907262   | 12/08/2017 | 180270       |              | 11.50        |                      |
|      | 001-094-500                         | STICKY NOTES 3X3              | 3361907262   | 12/08/2017 | 180270       |              | 1.99         |                      |
|      | 001-094-559                         | EXPAND WALL POCKET LTR (9)    | 3361907262   | 12/08/2017 | 180270       |              | 88.11        |                      |
|      | 001-100-500                         | BROTHER DR 630 DRUM UNIT      | 3359816230   | 11/18/2017 | 180198       |              | 78.99        |                      |
|      | 001-100-500                         | MANILA FILE FOLDERS 250/BOX   | 3359816230   | 11/18/2017 | 180198       |              | 15.75        |                      |
|      | 001-100-500                         | DESK ORGANIZER WIRE MESH      | 3359816230   | 11/18/2017 | 180198       |              | 24.99        |                      |
|      | 001-100-500                         | DESKPAD CALENDARS 2018 (12)   | 3359816230   | 11/18/2017 | 180198       |              | 58.68        |                      |
|      | 001-100-500                         | POST-IT NOTES 3X3 (3)         | 3359816230   | 11/18/2017 | 180198       |              | 71.49        |                      |
|      | 001-100-500                         | FLASH DRIVE 32GB (2)          | 3359816230   | 11/18/2017 | 180198       |              | 63.16        |                      |
|      | 001-100-500                         | DESKTOP 12 DIGIT CALCULATOR   | 3359816230   | 11/18/2017 | 180198       |              | 6.15         |                      |
|      | 001-100-500                         | CROSS PEN REFILLS 2/PK (2)    | 3359816230   | 11/18/2017 | 180198       |              | 14.58        |                      |
|      | 001-100-500                         | CANON TRI-COLOR INK 4/PK (2)  | 3359816230   | 11/18/2017 | 180198       |              | 127.98       |                      |
|      | 001-100-500                         | AQUA BALL MOISTENER           | 3359816230   | 11/18/2017 | 180198       |              | 15.29        |                      |
|      | 001-100-500                         | MOISTENER FNGRTIP 3/PK        | 3359816230   | 11/18/2017 | 180198       |              | 4.59         |                      |
|      | 001-100-500                         | HIGHLIGHTERS ASST-DZ (3)      | 3359816230   | 11/18/2017 | 180198       |              | 17.76        |                      |
|      | 001-100-500                         | DRY ERASE BOARD 11.5X11.5     | 3359816230   | 11/18/2017 | 180198       |              | 11.99        |                      |
|      | 001-100-799                         | WASHBURN CHAIR                | 3359816230   | 11/18/2017 | 180198       |              | 169.99       |                      |
|      | 001-100-799                         | 2 SHELF BOOKCASE HC           | 3359816230   | 11/18/2017 | 180198       |              | 36.79        |                      |
|      | 001-100-500                         | EPSON INK CARTRIDGE 4/PK (2)  | 3359816230   | 11/18/2017 | 180198       |              | 147.98       |                      |
|      | 001-100-500                         | BROTHER TN360 HY 2/PK (2)     | 3359816230   | 11/18/2017 | 180198       |              | 252.30       |                      |
|      | 001-100-500                         | BROTHER TN630                 | 3359816230   | 11/18/2017 | 180198       |              | 62.68        |                      |
|      | 001-100-500                         | BROTHER TN660 HY (4)          | 3359816230   | 11/18/2017 | 180198       |              | 203.96       |                      |
|      | 001-100-500                         | HP 80A TONER (2)              | 3359816230   | 11/18/2017 | 180198       |              | 171.10       |                      |
|      | 001-100-799                         | DRAWER CABINET ITEM 1500475   | 3361907263   | 12/08/2017 | 180198       |              | 444.89       |                      |
|      | 001-094-703                         | GLENVAR B&T CHAIR             | 3361907261   | 12/08/2017 | 180269       |              | 166.74       |                      |
|      | 001-040-500                         | CS COPY PAPER 8.5X11 (10)     | 3362044003   | 12/09/2017 | 180274       |              | 362.00       |                      |
|      | 001-045-559                         | GIGASTONE 16GB USB 4/PK       | 3362044003   | 12/09/2017 | 180274       |              | 39.99        |                      |
|      | 001-040-500                         | YEL LEGAL FILE FOLDERS 100/CT | 3362327051   | 12/13/2017 | 180291       |              | 14.54        |                      |
|      | 001-040-500                         | ASST FOLDER LTR BOX           | 3362327051   | 12/13/2017 | 180291       |              | 14.33        |                      |
|      | 001-040-500                         | GRN HANG LEGAL FOLDER 50CT/BX | 3362327051   | 12/13/2017 | 180291       |              | 11.31        |                      |
|      | 001-040-500                         | BX-BOTTOM HANG FILE FOLDER(2) | 3362327051   | 12/13/2017 | 180291       |              | 32.46        |                      |
|      | 001-100-500                         | CROSS PEN REFILL 2/PK (3)     | 3362886058   | 12/17/2017 | 180305       |              | 21.57        |                      |

| Fund | Name of Claimant                    | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 180715                        | 01/02/2018   | 12/28/2017 |              |              | 3,009.40     | (CONTINUED)          |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-500                         | RECEIPT BOOK 3-PART (4)       |              | 3362886058 | 12/17/2017   | 180305       |              | 22.80                |
|      | 001-100-500                         | CS COPY PAPER 8.5X11 (6)      |              | 3362886058 | 12/17/2017   | 180305       |              | 185.22               |
| 001  | AFFORDABLE PAINT & BODY             | 180719                        | 01/02/2018   | 12/28/2017 |              |              | 475.00       |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                         | REPR REAR BUMPER: U #16223    |              | 420        | 12/13/2017   | 180222       |              | 250.00               |
|      | 001-100-638                         | INSTALL DECALS: U #12416      |              | 420        | 12/13/2017   | 180222       |              | 225.00               |
| 001  | 144TH MARKETING GROUP LLC           | 180720                        | 01/02/2018   | 12/28/2017 |              |              | 2,009.00     |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-799                         | RAPTOR KA-BAND ANTENNA        |              | 19236      | 12/21/2017   | 180193       |              | 1,975.00             |
|      | 001-100-799                         | SHIPPING: RADAR SYSTEM        |              | 19236      | 12/21/2017   | 180193       |              | 34.00                |
| 001  | FOREMOST PROMOTIONS                 | 180721                        | 01/02/2018   | 12/28/2017 |              |              | 861.04       |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-559                         | JR OFCR BADGE STICKER (4000)  |              | 418981     | 12/12/2017   | 180191       |              | 800.00               |
|      | 001-100-559                         | SHIPPING                      |              | 418981     | 12/12/2017   | 180191       |              | 31.04                |
|      | 001-100-559                         | PERFORATION                   |              | 418981     | 12/12/2017   |              |              | 30.00                |
| 001  | DONNA W FOX                         | 180722                        | 01/02/2018   | 12/28/2017 |              |              | 395.00       |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681                         | IAED BASIC COMM CRS: WORTH, B |              | 17-245     | 12/11/2017   | 180220       |              | 395.00               |
| 001  | AXON ENTERPRISE INC                 | 180723                        | 01/02/2018   | 12/28/2017 |              |              | 364.56       |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-559                         | TASER CARTRIDGE 25' HYBRID    |              | SI1513282  | 12/07/2017   | 180265       |              | 351.60               |
|      | 001-100-559                         | SHIPPING (12)                 |              | SI1513282  | 12/07/2017   | 180265       |              | 12.96                |
| 001  | AUDIOWAVE INC                       | 180725                        | 01/02/2018   | 12/28/2017 |              |              | 100.00       |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-638                         | REMOVE TINT: U #12416         |              | A48608     | 12/21/2017   | 180312       |              | 100.00               |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE  | 180726                        | 01/02/2018   | 12/28/2017 |              |              | 8,427.94     |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-633                         | STREET LIGHTING               | 10554        | 12172017   | 12/27/2017   |              |              | 5,216.07             |
|      | 001-201-629                         | SIGNAL LIGHTS                 | 10554        | 12172017   | 12/27/2017   |              |              | 947.20               |
|      | 001-092-631                         | CITY HALL                     | 10554        | 12172017   | 12/27/2017   |              |              | 1,072.05             |
|      | 001-170-631                         | FRAZIER PARK                  | 10554        | 12172017   | 12/27/2017   |              |              | 50.45                |
|      | 001-170-631                         | SENIOR BLDG                   | 10554        | 12172017   | 12/27/2017   |              |              | 433.01               |
|      | 001-161-631                         | CENTRAL PD                    | 10554        | 12172017   | 12/27/2017   |              |              | 310.13               |
|      | 001-170-631                         | CITY PARK                     | 10554        | 12172017   | 12/27/2017   |              |              | 108.42               |
|      | 001-092-631                         | PUBLIC WORKS                  | 10554        | 12172017   | 12/27/2017   |              |              | 261.49               |
|      | 001-092-631                         | HWY 90 SIGN                   | 10554        | 12172017   | 12/27/2017   |              |              | 29.12                |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE  | 180728                        | 01/02/2018   | 12/28/2017 |              |              | 1,321.54     |                      |
|      | Account Number                      | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-633                         | DOLPHIN ST                    | 94987002     | 12172017   | 12/27/2017   |              |              | 146.56               |
|      | 001-201-633                         | DOLPHIN ST                    | 94988002     | 12172017   | 12/27/2017   |              |              | 137.18               |
|      | 001-201-633                         | DOLPHIN ST                    | 94989002     | 12172017   | 12/27/2017   |              |              | 152.50               |
|      | 001-201-633                         | DOLPHIN ST                    | 94990002     | 12172017   | 12/27/2017   |              |              | 572.51               |
|      | 001-201-633                         | WM PAYNE                      | 100244001    | 12172017   | 12/27/2017   |              |              | 140.05               |

| Fund       | Name of Claimant                   | Trans #           | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------------|------------------------------------|-------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001        | SINGING RIVER ELECTRIC COOPERATIVE | 180728            | 01/02/2018   | 12/28/2017 |              |              | 1,321.54     | (CONTINUED)          |
|            | Account Number                     | Description       |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-201-633                        | WM PAYNE          | 100245001    | 12172017   | 12/27/2017   |              |              | 172.74               |
| 001        | SINGING RIVER ELECTRIC COOPERATIVE | 180729            | 01/02/2018   | 12/28/2017 |              |              | 1,977.54     |                      |
|            | Account Number                     | Description       |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-100-631                        | POLICE STATION    | 66298004     | 12172017   | 12/27/2017   |              |              | 1,080.06             |
|            | 001-201-629                        | SIGNAL LIGHT      | 89113001     | 12172017   | 12/27/2017   |              |              | 57.66                |
|            | 001-170-631                        | CITY PARK RESTRMS | 89912001     | 12172017   | 12/27/2017   |              |              | 452.26               |
|            | 001-201-633                        | STREET LIGHTS     | 90345002     | 12172017   | 12/27/2017   |              |              | 207.91               |
|            | 001-092-631                        | RECORDS BLDG      | 90790001     | 12172017   | 12/27/2017   |              |              | 133.83               |
|            | 001-170-631                        | FRAZIER RESTRMS   | 98546001     | 12172017   | 12/27/2017   |              |              | 45.82                |
| FUND TOTAL | 1 Claims                           | to                | Checks       | 41 Total   | 50,938.51    | Manual       | Held         | Total 50,938.51      |

| Fund       | Name of Claimant             | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------------|------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 050        | COMPTON ENGINEERING INC      | 180678                        | 01/02/2018   | 12/21/2017 |              |              | 3,350.00     |                      |
|            | Account Number 050-300-763   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            |                              | CONTRACT MOD: PIER INSPECTION |              | 216-055-9  | 11/30/2017   |              |              | 3,350.00             |
| 050        | M&D CONSTRUCTION COMPANY INC | 180679                        | 01/02/2018   | 12/21/2017 |              |              | 58,977.38    |                      |
|            | Account Number 050-300-778   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            |                              | CONSTRUCTION 97%              |              | M&D-1847   | 11/27/2017   |              |              | 58,977.38            |
| FUND TOTAL | 50 Claims                    | to                            | Checks       | 2 Total    | 62,327.38    | Manual       | Held         | Total 62,327.38      |

| Fund                  | Name of Claimant                                             | Trans #                   | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------------------------------------------|---------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 130                   | MICHAEL BAKER INTERNATIONAL<br>Account Number<br>130-130-770 | 180680                    | 01/02/2018   | 12/21/2017 |              |              | 6,211.35     |                      |
|                       |                                                              | Description               |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                                                              | ENGINEERING: MARTIN BLUFF |              | 996838     | 11/17/2017   |              |              | 6,211.35             |
| FUND TOTAL 130 Claims | to                                                           | Checks                    | 1 Total      | 6,211.35   | Manual       | Held         | Total        | 6,211.35             |

| Fund                  | Name of Claimant                    | Trans #                  | Release Date | Claim Date      | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-------------------------------------|--------------------------|--------------|-----------------|--------------|--------------|--------------|----------------------|
| 157                   | BARNEYS POLICE AND HUNTING SUPPLIES | 180718                   | 01/02/2018   | 12/28/2017      |              |              | 1,647.70     |                      |
|                       | Account Number                      | Description              | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 157-100-799                         | SEAT ORGANIZER (45)      | 00117172-0   | 11/17/2017      | 180175       |              | 1,061.10     |                      |
|                       | 157-100-799                         | SHIPPING                 | 00117172-0   | 11/17/2017      | 180175       |              | 58.00        |                      |
|                       | 157-100-799                         | PANTS TACLITE BROWN      | 00117172-1   | 11/27/2017      | 180175       |              | 41.16        |                      |
|                       | 157-100-799                         | PANTS TACLITE CHARCOAL   | 00117172-1   | 11/27/2017      | 180175       |              | 41.16        |                      |
|                       | 157-100-799                         | PANTS TACLITE GREEN      | 00117172-1   | 11/27/2017      | 180175       |              | 41.16        |                      |
|                       | 157-100-799                         | PANTS TACLITE STORM (2)  | 00117172-1   | 11/27/2017      | 180175       |              | 82.32        |                      |
|                       | 157-100-799                         | PANTS TACLITE KHAKI      | 00117172-1   | 11/27/2017      | 180175       |              | 41.16        |                      |
|                       | 157-100-799                         | STYLUS NYLON HOLSTER (6) | 00117172-2   | 12/12/2017      | 180175       |              | 281.64       |                      |
| FUND TOTAL 157 Claims | to                                  | Checks                   | 1 Total      | 1,647.70 Manual | Held         | Total        | 1,647.70     |                      |

| Fund                  | Name of Claimant                | Trans #         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|---------------------------------|-----------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 172                   | JACKSON-GEORGE REGIONAL LIBRARY | 180659          | 01/02/2018   | 12/21/2017 |              |              | 1,743.89     |                      |
|                       | Account Number                  | Description     |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 172-350-650                     | LIBRARY SUPPORT |              | DEC 2017   | 12/21/2017   |              |              | 1,743.89             |
| FUND TOTAL 172 Claims | to                              | Checks          | 1 Total      | 1,743.89   | Manual       | Held         | Total        | 1,743.89             |

| Fund                  | Name of Claimant                    | Trans #                    | Release Date | Claim Date    | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-------------------------------------|----------------------------|--------------|---------------|--------------|--------------|--------------|----------------------|
| 176                   | AD2 INC                             | 180635                     | 01/02/2018   | 12/18/2017    |              |              | 151.50       |                      |
|                       | Account Number                      | Description                | Invoice #    | Date          | P.O.         | Amount       |              |                      |
|                       | 176-170-699                         | HOSTING FEE DEC 2017       | 3188         | 12/15/2017    |              |              | 36.50        |                      |
|                       | 176-170-699                         | SHOPPING CART FEE DEC 2017 | 3188         | 12/15/2017    |              |              | 115.00       |                      |
| 176                   | AT&T                                | 180689                     | 01/02/2018   | 12/27/2017    |              |              | 271.01       |                      |
|                       | Account Number                      | Description                | Invoice #    | Date          | P.O.         | Amount       |              |                      |
|                       | 176-170-605                         | DEC 2017 DSL               | 2284970676   | 12/14/2017    |              |              | 111.64       |                      |
|                       | 176-170-605                         | MONTHLY SERVICE            | 2284970676   | 12/14/2017    |              |              | 159.37       |                      |
| 176                   | AT&T                                | 180694                     | 01/02/2018   | 12/27/2017    |              |              | 365.29       |                      |
|                       | Account Number                      | Description                | Invoice #    | Date          | P.O.         | Amount       |              |                      |
|                       | 176-170-605                         | MONTHLY SERVICE            | 2284972244   | 12/14/2017    |              |              | 365.29       |                      |
| 176                   | STAPLES BUSINESS ADVANTAGE DEPT ATL | 180716                     | 01/02/2018   | 12/28/2017    |              |              | 156.79       |                      |
|                       | Account Number                      | Description                | Invoice #    | Date          | P.O.         | Amount       |              |                      |
|                       | 176-170-500                         | CANON 120 TONER CARTRIDGE  | 3361907265   | 12/08/2017    | 180264       |              | 156.79       |                      |
| FUND TOTAL 176 Claims | to                                  | Checks                     | 4 Total      | 944.59 Manual |              | Held         | Total        | 944.59               |

| Fund | Name of Claimant                     | Trans #               | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|-----------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | CITY OF GAUTIER                      | 180632                | 01/02/2018   | 12/15/2017 |              |              | 43,427.11    |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-680-821                          | ST LNS #3 90/57 SWR   |              | 12112017   | 12/11/2017   |              | 7,877.45     |                      |
|      | 400-680-822                          | ST LNS #4 90/57 WTR   |              | 12112017   | 12/11/2017   |              | 10,948.67    |                      |
|      | 400-680-822                          | ST LNS #4 90/57 SWR   |              | 12112017   | 12/11/2017   |              | 9,019.22     |                      |
|      | 400-680-823                          | ST LNS #5 ALLEN RD    |              | 12112017   | 12/11/2017   |              | 2,149.95     |                      |
|      | 400-680-824                          | ST LNS #6 OLD SPAN TR |              | 12112017   | 12/11/2017   |              | 3,765.83     |                      |
|      | 400-680-825                          | ST LNS #7 OLD SPAN TR |              | 12112017   | 12/11/2017   |              | 9,665.99     |                      |
| 400  | AT&T                                 | 180636                | 01/02/2018   | 12/18/2017 |              |              | 56.96        |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                          | MONTHLY SERVICE       |              | 2284972276 | 12/06/2017   |              | 56.96        |                      |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 180646                | 01/02/2018   | 12/19/2017 |              |              | 596.66       |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL - OFF TIMBERLANE |              | 6339221344 | 12/01/2017   |              | 596.66       |                      |
| 400  | FOSTERS A/C & HEATING INC            | 180662                | 01/02/2018   | 12/21/2017 |              |              | 105.00       |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-635                          | THERMOSTAT REPAIR     |              | W1024437   | 12/13/2017   |              | 105.00       |                      |
| 400  | MSC 7511                             | 180663                | 01/02/2018   | 12/21/2017 |              |              | 306.99       |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | FGYJ00-01 RENTAL FEE  |              | INV2220405 | 12/09/2017   |              | 166.49       |                      |
|      | 400-650-698                          | MPC4504 USAGE: B/W    |              | INV2220405 | 12/09/2017   |              | 35.76        |                      |
|      | 400-650-698                          | MPC4504 USAGE: COLOR  |              | INV2220405 | 12/09/2017   |              | 104.74       |                      |
| 400  | 2012 GUD BONDS DEBT SERVICE          | 180664                | 01/02/2018   | 12/21/2017 |              |              | 116,362.50   |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-680-816                          | JAN 2018 PRN PMT      |              | 01012018   | 12/31/2017   |              | 112,916.67   |                      |
|      | 400-680-817                          | JAN 2018 INT PMT      |              | 01012018   | 12/31/2017   |              | 3,445.83     |                      |
| 400  | AT&T                                 | 180695                | 01/02/2018   | 12/27/2017 |              |              | 98.22        |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                          | MONTHLY SERVICE       |              | 2284974594 | 12/14/2017   |              | 98.22        |                      |
| 400  | FUELMAN OF MS                        | 180702                | 01/02/2018   | 12/27/2017 |              |              | 43.34        |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                          | UNL FUEL              |              | NP52142256 | 12/25/2017   |              | 43.34        |                      |
| 400  | ARISTA INFORMATION SYSTEMS INC       | 180704                | 01/02/2018   | 12/27/2017 |              |              | 5,338.90     |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | NOV 2017 STATEMENTS   |              | 24482      | 12/20/2017   |              | 1,118.90     |                      |
|      | 400-650-698                          | NOV 2017 POSTAGE      |              | 1425201712 | 12/20/2017   |              | 4,220.00     |                      |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE   | 180706                | 01/02/2018   | 12/28/2017 |              |              | 1,648.15     |                      |
|      | Account Number                       | Description           |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                          | LIFT STATIONS 20649   |              | 12142017   | 12/21/2017   |              | 717.68       |                      |
|      | 400-651-631                          | LIFT STATIONS 28779   |              | 12142017   | 12/21/2017   |              | 85.93        |                      |
|      | 400-651-631                          | SCHOONER WELL 20688   |              | 12102017   | 12/19/2017   |              | 658.31       |                      |

| Fund                  | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400                   | SINGING RIVER ELECTRIC COOPERATIVE | 180706                        | 01/02/2018   | 12/28/2017 |              |              | 1,648.15     | (CONTINUED)          |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-651-631                        | LIFT STATIONS                 | 20688        | 12102017   | 12/19/2017   |              |              | 186.23               |
| 400                   | SINGING RIVER ELECTRIC COOPERATIVE | 180707                        | 01/02/2018   | 12/28/2017 |              |              | 4,541.31     |                      |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-651-631                        | LIFT STNS                     | 89627001     | 12142017   | 12/22/2017   |              |              | 63.26                |
|                       | 400-651-631                        | LIFT STNS                     | 89702001     | 12152017   | 12/22/2017   |              |              | 48.20                |
|                       | 400-651-631                        | LIFT STNS                     | 17881        | 12152017   | 12/22/2017   |              |              | 1,936.87             |
|                       | 400-651-631                        | WATER WELLS                   | 17881        | 12152017   | 12/22/2017   |              |              | 2,492.98             |
| 400                   | STAPLES BUSINESS ADVANTAGE DEPT    | ATL 180717                    | 01/02/2018   | 12/28/2017 |              |              | 1,540.08     |                      |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-650-703                        | OTG RECTANGULAR DESK SHELL    |              | 3362886057 | 12/17/2017   | 180223       |              | 151.99               |
|                       | 400-650-703                        | OTG SL4824R-R RETURN SHELL    |              | 3362886057 | 12/17/2017   | 180223       |              | 111.87               |
|                       | 400-650-703                        | OTF HANG BOXFILE PEDASTAL (2) |              | 3362886057 | 12/17/2017   | 180223       |              | 258.52               |
|                       | 400-650-703                        | SL3622LF 2 DWR LATERAL FILE   |              | 3362886057 | 12/17/2017   | 180223       |              | 291.05               |
|                       | 400-650-703                        | OTG SL71BC 4 SHELF BOOKCASE   |              | 3362886057 | 12/17/2017   | 180223       |              | 201.46               |
|                       | 400-650-703                        | HAYDN FABRIC CHAIR BLACK      |              | 3362886057 | 12/17/2017   | 180223       |              | 58.68                |
|                       | 400-650-559                        | SHUTTER SCAN STAMPER          |              | 3362886059 | 12/17/2017   | 180306       |              | 9.21                 |
|                       | 400-650-559                        | 4IN STAN VIEW BINDER (2)      |              | 3362886059 | 12/17/2017   | 180306       |              | 30.98                |
|                       | 400-650-559                        | DAB'N SEAL 4/PK               |              | 3362886059 | 12/17/2017   | 180306       |              | 5.97                 |
|                       | 400-650-559                        | SHARPIE FINE POINT DZ         |              | 3362886059 | 12/17/2017   | 180306       |              | 5.22                 |
|                       | 400-650-559                        | STD ACCO STAPLES 2/PK (2)     |              | 3362886059 | 12/17/2017   | 180306       |              | 15.58                |
|                       | 400-650-559                        | 4/PK MAPTACK BLACK 100/BX     |              | 3362045726 | 12/14/2017   | 180285       |              | 29.79                |
|                       | 400-650-500                        | FLOOR CHAIR MAT #567296 (4)   |              | 3362044007 | 12/09/2017   | 180285       |              | 128.24               |
|                       | 400-650-559                        | EPSON 252 HY INK              |              | 3362044007 | 12/09/2017   | 180285       |              | 24.32                |
|                       | 400-650-559                        | CS COPY PAPER 8.5X11 (6)      |              | 3362044007 | 12/09/2017   | 180285       |              | 217.20               |
| 400                   | CORE & MAIN LP                     | 180724                        | 01/02/2018   | 12/28/2017 |              |              | 821.04       |                      |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-651-581                        | BLUE MARK PAINT (72)          |              | I216658    | 12/12/2017   | 180219       |              | 195.12               |
|                       | 400-651-581                        | GREEN MARK PAINT (72)         |              | I216658    | 12/12/2017   | 180219       |              | 195.12               |
|                       | 400-651-581                        | 5/8X3/4 METER VAL PJCTSX (12) |              | I216658    | 12/12/2017   | 180219       |              | 430.80               |
| 400                   | SINGING RIVER ELECTRIC COOPERATIVE | 180730                        | 01/02/2018   | 12/28/2017 |              |              | 7,572.89     |                      |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-651-631                        | IONIZATION PLANT              | 99216002     | 12172017   | 12/27/2017   |              |              | 233.64               |
|                       | 400-651-631                        | LIFT STATIONS                 | 17882        | 12172017   | 12/27/2017   |              |              | 2,054.57             |
|                       | 400-651-631                        | WATER WELLS                   | 17882        | 12172017   | 12/27/2017   |              |              | 3,328.88             |
|                       | 400-651-631                        | CITY HALL SOUTH               | 17882        | 12172017   | 12/27/2017   |              |              | 1,955.80             |
| 400                   | ENGEL ELECTRIC LLC                 | 180740                        | 01/02/2018   | 01/02/2018 |              |              | 4,610.00     |                      |
|                       | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-650-635                        | DEMO ROOM 5 ALL EXISTING      |              | S171119220 | 11/19/2017   | 180272       |              | 4,610.00             |
| FUND TOTAL 400 Claims | to                                 | Checks                        | 15 Total     | 187,069.15 | Manual       | Held         | Total        | 187,069.15           |

SUMMARY OF ALL FUNDS

|                     |    |        |          |                   |                   |       |                  |
|---------------------|----|--------|----------|-------------------|-------------------|-------|------------------|
| FUND 1 Claims       | to | Checks | 41 Total | 50,938.51 Manual  | Held              | Total | 50,938.51        |
| FUND 50 Claims      | to | Checks | 2 Total  | 62,327.38 Manual  | Held              | Total | 62,327.38        |
| FUND 130 Claims     | to | Checks | 1 Total  | 6,211.35 Manual   | Held              | Total | 6,211.35         |
| FUND 157 Claims     | to | Checks | 1 Total  | 1,647.70 Manual   | Held              | Total | 1,647.70         |
| FUND 172 Claims     | to | Checks | 1 Total  | 1,743.89 Manual   | Held              | Total | 1,743.89         |
| FUND 176 Claims     | to | Checks | 4 Total  | 944.59 Manual     | Held              | Total | 944.59           |
| FUND 400 Claims     | to | Checks | 15 Total | 187,069.15 Manual | Held              | Total | 187,069.15       |
| Total for all Funds |    |        | Checks   | 65 Total          | 310,882.57 Manual | Held  | Total 310,882.57 |

Councilwoman Martin made the motion to approve the Paid Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013 in the amount of \$63,062.82, as presented. Councilman Jackson 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 002-2018**

**WHEREAS**, the Mayor and Members of the Council of Gautier authorized the sale of MDB Special Obligation Bond Series 2013 for the Combined Utility System Revenue Project on June 18, 2013, Resolution 019-2013, and agreed to repayment of said debt service per the amortization schedule issued upon execution;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013 in the amount of \$63,062.82 is hereby approved.

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

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

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

**NAYS:**       **None**

**ABSENT:**   **Cameron George**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

| Fund                  | Name of Claimant | Trans #                 | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------|-------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400                   | REGIONS BANK     | 180727                  | 12/28/2017   | 12/28/2017 |              |              | 63,062.82    | APPROVED             |
|                       | Account Number   | Description             |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 400-680-819      | INT PMT: MDB BOND S2013 |              | 5703       | 11/03/2017   |              | 63,062.82    |                      |
| FUND TOTAL 400 Claims | to               | Checks                  | 1 Total      | 63,062.82  | Manual       |              | Held         | Total 63,062.82      |

SUMMARY OF ALL FUNDS

|                     |    |        |         |                  |      |       |           |
|---------------------|----|--------|---------|------------------|------|-------|-----------|
| FUND 400 Claims     | to | Checks | 1 Total | 63,062.82 Manual | Held | Total | 63,062.82 |
| <hr/>               |    |        |         |                  |      |       |           |
| Total for all Funds |    | Checks | 1 Total | 63,062.82 Manual | Held | Total | 63,062.82 |

Councilwoman Martin made the motion to authorize Amendment #1 to the Emergency Watershed Protection Program grant agreement, as presented. Councilman Jackson 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 003-2018**

**WHEREAS**, the City was awarded approximately \$589,640.00 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City; and

**WHEREAS**, the City requires a time extension under the grant to complete all designated projects;

**WHEREAS**, Amendment #1 to the Emergency Watershed Protection Program grant agreement extends the project completion date to March 12, 2018.

**WHEREAS**, Amendment #1 does not change the scope of the work or the amount awarded under the grant;

**WHEREAS**, the Mayor and Council Members find that Amendment #1 is necessary and in the best interests of the City;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment #1 to the Emergency Watershed Protection Program grant agreement is hereby authorized.

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

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

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

**NAYS:**        **None**

**ABSENT:**     **Cameron George**

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants and Projects Director  
**Date:** December 29, 2017  
**Subject:** NRCS Emergency Watershed Protection Program Grant Agreement Amendment #1

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**REQUEST:**

The Grants and Projects Department requests City Council approval of Amendment #1 for a time extension to the Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service.

**BACKGROUND:**

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on May 5, 2017 that it had received an estimated \$589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. New EWP guidelines have implemented strict policies on timelines for completion. The City was given less than 220 days to complete all projects.

Areas approved for drainage work include:

- South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
- Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
- Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
- South of Old Shell Landing Road, from near house number 2116 to the end of the road.
- Along the west side of Oxford Drive.
- Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
- Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

**DISCUSSION:**

This is a time-only amendment, with no funds involved. This amendment extends the project period to March 12, 2018.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council approve Amendment #1 for a time extension to the Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service.

The City Council may:

1. Approve Amendment #1 for a time extension as presented; or
2. Not approve Amendment #1 for a time extension as presented.

**ATTACHMENT(S):**

1. Grant Agreement Amendment #1

# NOTICE OF GRANT AND AGREEMENT AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------|--|--------------------|--------------------|
| 1. Award Identifying Number<br>68-4423-17-222                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | 2. Amendment No.<br>01                                                                 |                     | 3. Award/Project Period<br>09/01/2017 through 03/12/2018                                                                                                                                                          |    | 4. Type of Award Instrument<br>Cooperative                                           |  |                    |                    |
| 5. Agency: Natural Resources Conservation Service (NRCS)<br>(Name and Address)<br><br>USDA/NRCS - Mississippi State Office<br>100 W Capitol Street, Suite 3121<br>Jackson, MS 39269                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                                                                                        |                     | 6. Recipient Organization: (Name and Address)<br>City of Gautier<br>3330 HWY 90<br>Gautier, MS 39553-5124<br><br><table border="1"> <tr> <td>DUNS:<br/>964447817</td> <td>EIN:<br/>64-0732369</td> </tr> </table> |    |                                                                                      |  | DUNS:<br>964447817 | EIN:<br>64-0732369 |
| DUNS:<br>964447817                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | EIN:<br>64-0732369 |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |
| 7. NRCS Program Contact:<br>Norman Patterson, 601-296-1173<br>norman.patterson@ms.usda.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    | 8. NRCS Administrative Contact:<br>Lori Baker, 859-224-7360<br>lori.baker@wdc.usda.gov |                     | 9. Recipient Program Contact:<br>April Havens, 228-497-1878<br>ahavens@gautier-ms.gov                                                                                                                             |    | 10. Recipient Admin Contact:<br>April Havens, 228-497-1878<br>ahavens@gautier-ms.gov |  |                    |                    |
| 11. CFDA Number<br>10.923                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    | 12. Authority<br>Emergency Watershed Protection<br>7 CFR Part 624                      |                     | 13. Type of Action<br>ii. Amendment/Revision                                                                                                                                                                      |    | 14. Project Director<br>Paula Yancey, 228-497-8000<br>pyancey@gautier-ms.gov         |  |                    |                    |
| 15. Project Title/Description:<br>Emergency Watershed Protection - Jackson County, MS. DSR 280591601. Amendment includes this NRCS-ADS-093 (NOA) and attachments listed on page 2.                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |
| 16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American<br><br><input type="checkbox"/> Other                                                                                                                                                                                                                                                                                                     |                    |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |
| 17. Select Funding Type:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                    |                                                                                        |                     | 18. Accounting and Appropriation Data                                                                                                                                                                             |    |                                                                                      |  |                    |                    |
| <input checked="" type="checkbox"/> Federal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    | <input checked="" type="checkbox"/> Non-Federal                                        |                     | Financial Code      Amount      Fiscal Year      Treasury Symbol                                                                                                                                                  |    |                                                                                      |  |                    |                    |
| Original Funds Total:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    | \$ 486,453.00                                                                          |                     | NR.AI.EG08.28.5269.17X<br>XF (4115)                                                                                                                                                                               |    | \$ 390,146.49 2017 12X1072                                                           |  |                    |                    |
| Additional Funds Total:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | \$ 0.00                                                                                |                     | NR.AI.EK05.28.5269.10<br>XXF (4115)                                                                                                                                                                               |    | \$ 52,083.51 2017 12X1072                                                            |  |                    |                    |
| Grand Total:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    | \$ 486,453.00                                                                          |                     | NR.AI.EG08.28.5269.17X<br>XT (2559)                                                                                                                                                                               |    | \$ 44,223.00 2017 12X1072                                                            |  |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                        |                     | NO CHANGE IN COST                                                                                                                                                                                                 |    |                                                                                      |  |                    |                    |
| 19. APPROVED BUDGET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |
| Personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                 |                                                                                        | Fringe Benefits     | \$                                                                                                                                                                                                                |    |                                                                                      |  |                    |                    |
| Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$                 |                                                                                        | Equipment           | \$                                                                                                                                                                                                                |    |                                                                                      |  |                    |                    |
| Supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                 |                                                                                        | Contractual         | \$                                                                                                                                                                                                                |    |                                                                                      |  |                    |                    |
| Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$                 | 545,417.00                                                                             | Other               | \$                                                                                                                                                                                                                |    | 44,223.00                                                                            |  |                    |                    |
| Total Direct Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$                 | 589,640.00                                                                             | Total Indirect Cost | \$                                                                                                                                                                                                                |    |                                                                                      |  |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                        |                     | Total Non-Federal Funds                                                                                                                                                                                           | \$ | 103,187.00                                                                           |  |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                        |                     | Total Federal Funds Awarded                                                                                                                                                                                       | \$ | 486,453.00                                                                           |  |                    |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                        |                     | Total Approved Budget                                                                                                                                                                                             | \$ | 589,640.00                                                                           |  |                    |                    |
| This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS. |                    |                                                                                        |                     |                                                                                                                                                                                                                   |    |                                                                                      |  |                    |                    |

(Continuation)

**NOTICE OF GRANT AND AGREEMENT AWARD**

| Award Identifying Number | Amendment No. | Award/Project Period          | Type of Award Instrument |
|--------------------------|---------------|-------------------------------|--------------------------|
| 68-4423-17-222           | 01            | 09/01/2017 through 03/12/2018 | Cooperative              |

List of Attachments:

Attachment A to the Statement of Work

|                                                                                              |           |      |
|----------------------------------------------------------------------------------------------|-----------|------|
| Name and Title of Authorized Government Representative<br>KURT READUS, State Conservationist | Signature | Date |
| Name and Title of Authorized Recipient Representative<br>PAULA YANCEY, City Manager          | Signature | Date |

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

\_\_\_\_\_  
Sponsor

This action authorized at an official meeting of

\_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_, State  
of \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**AMENDMENT NO. 01  
TO AGREEMENT NUMBER 68-4423-17-222  
with  
CITY OF GAUTIER**

**PURPOSE:**

The purpose of this amendment is to extend the period of performance.

**REVISIONS TO THE NOTICE OF AWARD (FORM NRCS-ADS-093):**

Period of Performance End Date is revised as shown in Block 3

The List of Attachments on page 2 has been appended to include this attachment

**Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.**

Councilwoman Martin made the motion to approve Consent Agenda Items 1-3, as presented. Councilman Jackson 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 004-2018**

**WHEREAS**, all item listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion.

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

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

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

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

**NAYS:**       **None**

**ABSENT:**    **Cameron George**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

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

**ORDER NUMBER 005-2018**

**WHEREAS**, Miss. Code Ann. 21-3513 requires a budget report to be presented to the governing authority at the regular meeting each month.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for October 2017 is hereby received.

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

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

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

**NAYS:**       **None**

**ABSENT:**   **Cameron George**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 2, 2018.

## OCT 2017 Ending Cash Balances

### GENERAL DEPOSITORY

| Fund Name                                  |                    | Account #   | Balance        |
|--------------------------------------------|--------------------|-------------|----------------|
| General Fund                               | Depository Account | 001-000-001 | \$1,899,669.04 |
| MS Development Loan Katrina                | Depository Account | 007-000-001 | \$275.20       |
| CDBG-Downtown Revitalization               | Depository Account | 012-000-001 |                |
| Transportation Enhancement                 | Depository Account | 013-000-001 | \$13,631.67    |
| Allen Road Widening                        | Depository Account | 020-000-001 | \$31,890.62    |
| MDOT Safe Routes to School                 | Depository Account | 029-000-001 | (\$27,915.12)  |
| MDAH School House Grant                    | Depository Account | 030-000-001 | \$1,508.43     |
| MDMR City Pk Boat Launch Imp               | Depository Account | 050-000-001 | (\$61,910.50)  |
| Martin Bluff Road Improvements             | Depository Account | 128-000-001 | \$102,012.64   |
| U S Justice Equitable Sharing              | Depository Account | 157-000-001 | \$445,780.92   |
| Fire Protection Fund                       | Depository Account | 160-000-001 | \$277,573.28   |
| Tidelands Grant                            | Depository Account | 171-000-001 | (\$26,734.16)  |
| Library Support Fund                       | Depository Account | 172-000-001 | \$1,705.07     |
| MSWFP Recreation Trails Grant              | Depository Account | 175-000-001 |                |
| Shepard State Park Fund                    | Depository Account | 176-000-001 | \$51,645.65    |
| USDA NRCS EWP Program                      | Depository Account | 300-000-001 | \$178,387.00   |
| Solid Waste Fund                           | Depository Account | 404-000-001 | (\$59,575.48)  |
| EPA: Brownfields Assessment                | Depository Account | 409-000-001 |                |
| General Ledger Cash Balance                |                    |             | \$2,827,944.26 |
| General Depository Reconciled Cash Balance |                    |             | \$2,827,221.80 |

### ENTERPRISE FUND

| Fund Name                          |                            | Account #   | Balance        |
|------------------------------------|----------------------------|-------------|----------------|
| Water & Sewer Utility              | Enterprise Account-Hancock | 400-000-002 | \$1,965,628.55 |
| MDB Loan: Water Ion-X Project      | Enterprise Account-Hancock | 421-000-002 | \$60,831.74    |
| Water Meter Project                | Enterprise Account-Hancock | 422-000-002 |                |
| Hurricane Katrina (PW Bldg)        | Enterprise Account-Hancock | 449-000-002 |                |
| General Ledger Cash Balance        |                            |             | \$2,026,460.29 |
| Enterprise Reconciled Cash Balance |                            |             | \$2,023,317.77 |

**OCTOBER 2017  
YEAR TO DATE TOTALS**

**General Fund Totals**

|                                          | BUDGET<br>FY 2018    | OCT 2017          | Balance             | % to<br>date |
|------------------------------------------|----------------------|-------------------|---------------------|--------------|
| <b>General Fund Revenues</b>             | <b>9,592,488.00</b>  | <b>543,421.47</b> | <b>9,049,066.53</b> | <b>5.6%</b>  |
| Expenditures:                            |                      |                   |                     |              |
| 001 Legislative                          | 129,212.00           | 14,420.37         | 114,791.63          | 11.1%        |
| 010 City Court                           | 319,170.00           | 24,494.44         | 294,675.56          | 7.6%         |
| 021 City Manager                         | 243,564.00           | 32,639.65         | 210,924.35          | 13.4%        |
| 022 Human Resources                      | 143,050.00           | 9,812.66          | 133,237.34          | 6.8%         |
| 040 City Clerk                           | 277,455.00           | 15,155.00         | 262,300.00          | 5.4%         |
| 045 Finance                              | 183,825.00           | 10,649.56         | 173,175.44          | 5.7%         |
| 060 City Attorney                        | 105,000.00           | 7,916.67          | 97,083.33           | 7.5%         |
| 090 Economic Dev - Planning              | 337,137.00           | 31,068.05         | 306,068.95          | 9.2%         |
| 092 Building & General Expenses          | 566,700.00           | 11,918.73         | 554,781.27          | 2.1%         |
| 094 Grants & Project Admin               | 141,768.00           | 5,707.36          | 136,060.64          | 4.0%         |
| 100 Police                               | 3,204,363.00         | 205,718.78        | 2,998,644.22        | 6.4%         |
| 161 Fire                                 | 2,405,157.00         | 166,585.95        | 2,238,571.05        | 6.9%         |
| 170 Recreation                           | 452,934.00           | 29,272.01         | 423,661.99          | 6.4%         |
| 201 PW: Streets                          | 278,000.00           | 8,776.57          | 269,223.43          | 3.1%         |
| 205 PW: Maintenance                      | 234,530.00           | 16,169.48         | 218,360.52          | 6.8%         |
| 900 Interfund Transfers                  | 1,045,982.00         | 0.00              | 1,045,982.00        |              |
| <b>General Fund Expenditures</b>         | <b>10,067,847.00</b> | <b>590,305.28</b> | <b>9,477,541.72</b> | <b>5.8%</b>  |
| <i>Total Operating Expenditures</i>      | <b>8,873,297.00</b>  | <b>590,305.28</b> | <b>8,282,991.72</b> |              |
| <i>Total Capital Outlay Expenditures</i> | <b>84,592.00</b>     | <b>0.00</b>       | <b>84,592.00</b>    |              |
| <i>Total Debt Service</i>                | <b>63,976.00</b>     | <b>0.00</b>       | <b>63,976.00</b>    |              |
| <i>Total Transfers Out</i>               | <b>1,045,982.00</b>  | <b>0.00</b>       | <b>1,045,982.00</b> |              |
| <i>Total Unappropriated</i>              | <b>0.00</b>          | <b>0.00</b>       | <b>0.00</b>         |              |
| <i>Check Total</i>                       | <b>10,067,847.00</b> | <b>590,305.28</b> | <b>9,477,541.72</b> |              |
| <i>Personnel</i>                         | <b>6,914,250.00</b>  | <b>485,940.86</b> | <b>6,428,309.14</b> |              |
| <i>Supplies</i>                          | <b>456,517.00</b>    | <b>16,830.99</b>  | <b>439,686.01</b>   |              |
| <i>Other Services</i>                    | <b>1,502,530.00</b>  | <b>87,533.43</b>  | <b>1,414,996.57</b> |              |
| <i>Capital Outlay</i>                    | <b>84,592.00</b>     | <b>0.00</b>       | <b>84,592.00</b>    |              |
| <i>Debt Service</i>                      | <b>63,976.00</b>     | <b>0.00</b>       | <b>63,976.00</b>    |              |
| <i>Interfund Transfers for DS</i>        | <b>1,045,982.00</b>  | <b>0.00</b>       | <b>1,045,982.00</b> |              |
| <i>Unappropriated</i>                    | <b>0.00</b>          | <b>0.00</b>       | <b>0.00</b>         |              |
| <i>Check Total</i>                       | <b>10,067,847.00</b> | <b>590,305.28</b> | <b>9,477,541.72</b> |              |

**OCTOBER 2017  
YEAR TO DATE TOTALS**

| <b>General Depository Special Funds</b>        | <b>BUDGET<br/>FY 2018</b> | <b>As of<br/>OCT 2017</b> | <b>Balance</b> | <b>8.33%<br/>% to date</b> |
|------------------------------------------------|---------------------------|---------------------------|----------------|----------------------------|
| <b>007 MS Dev 2.36M Katrina Bonds</b>          |                           |                           |                |                            |
| Revenues                                       | 279,229.00                | 0.00                      | 279,229.00     |                            |
| Expenditures                                   | 279,229.00                | 0.00                      | 279,229.00     |                            |
| <b>013 TE-Downtown Revitalization</b>          |                           |                           |                |                            |
| Revenues                                       | 40,971.45                 | 0.00                      | 40,971.45      |                            |
| Expenditures                                   | 54,603.12                 | 0.00                      | 54,603.12      |                            |
| <b>020 Allen Road Widening</b>                 |                           |                           |                |                            |
| Revenues                                       | 14,434.00                 | 0.00                      | 14,434.00      |                            |
| Expenditures                                   | 46,324.00                 | 0.00                      | 46,324.00      |                            |
| <b>029 MDOT Safe Routes to School</b>          |                           |                           |                |                            |
| Revenues                                       | 59,938.88                 | 0.00                      | 59,938.88      |                            |
| Expenditures                                   | 23,380.33                 | 268.09                    | 23,112.24      | 1.1%                       |
| <b>030 MDAH 2014 Community Heritage</b>        |                           |                           |                |                            |
| Revenues                                       |                           |                           |                |                            |
| <b>050 MDMR City Park Boat Launch Imps</b>     |                           |                           |                |                            |
| Revenues                                       | 269,128.00                | 68,127.40                 | 201,000.60     | 25.3%                      |
| Expenditures                                   | 178,291.47                | 39,201.37                 | 139,090.10     | 21.9%                      |
| <b>128 Martin Bluff Road Project</b>           |                           |                           |                |                            |
| Expenditures                                   | 102,012.64                | 0.00                      | 102,012.64     |                            |
| <b>130 \$7M GO Bond - Capital Improvements</b> |                           |                           |                |                            |
| Revenues                                       | 4,114,562.21              | 114.11                    | 4,114,448.10   |                            |
| Expenditures                                   | 4,401,062.21              | 2,670.00                  | 4,398,392.21   |                            |
| <b>157 US Justice Equitable Sharing</b>        |                           |                           |                |                            |
| Revenues                                       | 0.00                      | 29,719.00                 | (29,719.00)    |                            |
| Expenditures                                   | 50,000.00                 | 3,477.92                  | 46,522.08      | 6.9%                       |
| <b>160 Fire Protection Fund</b>                |                           |                           |                |                            |
| Revenues                                       | 103,000.00                | 0.00                      | 103,000.00     |                            |
| Expenditures                                   | 195,635.85                | 0.00                      | 195,635.85     |                            |
| <b>171 Combined Tidelands Grant</b>            |                           |                           |                |                            |
| Revenues                                       | 713,797.29                | 22,709.13                 | 691,088.16     | 3.1%                       |
| Expenditures                                   | 632,264.74                | 0.00                      | 632,264.74     |                            |
| <b>172 Library Support Fund</b>                |                           |                           |                |                            |
| Revenues                                       | 109,578.00                | 1,705.07                  | 107,872.93     | 1.5%                       |
| Expenditures                                   | 109,578.00                | 0.00                      | 109,578.00     |                            |

**OCTOBER 2017  
YEAR TO DATE TOTALS**

| <b>General Depository Special Funds</b> | <b>BUDGET<br/>FY 2017</b> | <b>As of<br/>OCT 2017</b> | <b>Balance</b> | <b>8.33%<br/>% to date</b> |
|-----------------------------------------|---------------------------|---------------------------|----------------|----------------------------|
| <b>176 Shepard State Park</b>           |                           |                           |                |                            |
| Revenues                                | 89,500.00                 | 4,550.50                  | 84,949.50      | 5.0%                       |
| Expenditures                            | 124,623.00                | 4,950.77                  | 119,672.23     | 3.9%                       |
| <b>300 USDA-NRCS EWP</b>                |                           |                           |                |                            |
| Revenues                                | 486,453.00                | 0.00                      | 486,453.00     |                            |
| Expenditures                            | 664,840.00                | 0.00                      | 664,840.00     |                            |
| <b>350 Elevated Water Tank</b>          |                           |                           |                |                            |
| Revenues                                | 1,122,500.00              | 0.00                      | 1,122,500.00   |                            |
| Expenditures                            | 1,122,500.00              | 0.00                      | 1,122,500.00   |                            |
| <b>351 Bemis Sewer Project</b>          |                           |                           |                |                            |
| Revenues                                | 1,200,000.00              | 0.00                      | 1,200,000.00   |                            |
| Expenditures                            | 1,200,000.00              | 0.00                      | 1,200,000.00   |                            |
| <b>404 Solid Waste Fund</b>             |                           |                           |                |                            |
| Revenues                                | 1,284,000.00              | 0.00                      | 1,284,000.00   |                            |
| Expenditures                            | 1,305,000.00              | 84,513.33                 | 1,220,486.67   | 6.4%                       |
| <b>409 EPA: Brownfields Assessment</b>  |                           |                           |                |                            |
| Revenues                                | 7,693.90                  | 0.00                      | 7,693.90       |                            |
| Expenditures                            | 7,693.90                  | 0.00                      | 7,693.90       |                            |

**OCTOBER 2017  
YEAR TO DATE TOTALS**

**ENTERPRISE FUND (400)**

|                                  | BUDGET<br>FY 2018   | OCT 2017          | Balance             | 8.33%<br>% to date |
|----------------------------------|---------------------|-------------------|---------------------|--------------------|
| <b>Utility Fund Revenues</b>     | <b>8,943,818.00</b> | <b>780,101.30</b> | <b>8,163,716.70</b> | <b>8.7%</b>        |
| Administration                   | 2,805,776.00        | 250,507.35        | 2,555,268.65        | 8.9%               |
| Water & Sewer O & M              | 2,955,884.00        | 199,974.23        | 2,755,909.77        | 6.7%               |
| Debt Service                     | 2,476,684.00        | 303,514.48        | 2,173,169.52        | 12.2%              |
| Transfers                        | 536,000.00          | 0.00              | 536,000.00          |                    |
| Contingencies                    | 200,000.00          | 0.00              | 200,000.00          |                    |
| <b>Utility Fund Expenditures</b> | <b>8,974,344.00</b> | <b>753,996.06</b> | <b>8,220,347.94</b> | <b>8.4%</b>        |

|                                          |                     |                   |                     |  |
|------------------------------------------|---------------------|-------------------|---------------------|--|
| <i>Total Operating Expenditures</i>      | <i>5,607,660.00</i> | <i>450,481.58</i> | <i>5,157,178.42</i> |  |
| <i>Total Capital Outlay Expenditures</i> | <i>154,000.00</i>   | <i>0.00</i>       | <i>154,000.00</i>   |  |
| <i>Total Debt Service</i>                | <i>2,476,684.00</i> | <i>303,514.48</i> | <i>2,173,169.52</i> |  |
| <i>Total Interfund Transfers</i>         | <i>536,000.00</i>   | <i>0.00</i>       | <i>536,000.00</i>   |  |
| <i>Total Contingency Expenditures</i>    | <i>200,000.00</i>   | <i>0.00</i>       | <i>200,000.00</i>   |  |
| <i>Check Total</i>                       | <i>8,974,344.00</i> | <i>753,996.06</i> | <i>8,220,347.94</i> |  |

|                            |                     |                   |                     |  |
|----------------------------|---------------------|-------------------|---------------------|--|
| <i>Personnel</i>           | <i>249,133.00</i>   | <i>4,565.00</i>   | <i>244,568.00</i>   |  |
| <i>Supplies</i>            | <i>330,000.00</i>   | <i>5,038.23</i>   | <i>324,961.77</i>   |  |
| <i>Other Services</i>      | <i>5,028,527.00</i> | <i>440,878.35</i> | <i>4,587,648.65</i> |  |
| <i>Capital Outlay</i>      | <i>154,000.00</i>   | <i>0.00</i>       | <i>154,000.00</i>   |  |
| <i>Debt Service</i>        | <i>2,476,684.00</i> | <i>303,514.48</i> | <i>2,173,169.52</i> |  |
| <i>Interfund Transfers</i> | <i>536,000.00</i>   | <i>0.00</i>       | <i>536,000.00</i>   |  |
| <i>Contingencies</i>       | <i>200,000.00</i>   | <i>0.00</i>       | <i>200,000.00</i>   |  |
| <i>Check Total</i>         | <i>8,974,344.00</i> | <i>753,996.06</i> | <i>8,220,347.94</i> |  |

**Enterprise Special Funds**

|                                         | BUDGET<br>FY 2018 | OCT 2017 | Balance   | 8.33% |
|-----------------------------------------|-------------------|----------|-----------|-------|
| <b>421 MSB - Water Ionization Plant</b> |                   |          |           |       |
| Capital Outlay                          | 55,131.74         | 0.00     | 55,131.74 |       |

|                                        | BUDGET<br>FY 2018 | OCT 2017   | Balance      | 8.33% |
|----------------------------------------|-------------------|------------|--------------|-------|
| <b>602 DEBT SERVICE: 2012 GUD BOND</b> |                   |            |              |       |
| Revenue                                | 1,397,350.00      | 116,716.87 | 1,280,633.13 | 8.3%  |
| Bonds Payable                          | 1,396,350.00      | 0.00       | 1,396,350.00 |       |

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

**RESOLUTION NUMBER 003-2018**

**RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING  
MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO  
PERFORMANCE OF HIS OFFICIAL DUTIES**

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

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

**WHEREAS**, in the month of October, Mayor Phil Torjusen travelled to Oxford, MS for the purpose of the 2017 MML Small Town Conference in performance of his official duties as a council member; and

**WHEREAS**, the personal vehicle of the council member was used for the above travel;

**WHEREAS**, the distance of travel was 730 miles; and

**WHEREAS**, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars (\$100) per month with the mileage expense at the federal approved rate of reimbursement; and

**WHEREAS**, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member's official duties;

**BE IT, THEREFORE, RESOLVED** that the mileage reimbursement of \$100 is hereby approved.

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

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

**NAYS:**       **None**

**ABSENT:**     **Cameron George**

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 12/21/2017  
**Subject:** Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties

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**REQUEST:**

Authorization to reimburse for mileage to Mayor Phil Torjusen for the purpose of the 2017 MML Small Town Conference in Oxford, MS.

**DISCUSSION:**

The City Council has budgeted travel expenses and mileage reimbursement for the mayor and council members to travel in performance of their official duties, up to one hundred dollars (\$100) per month; and in the month of October, Mayor Phil Torjusen traveled to Oxford, MS, for the purpose of the 2017 MML Small Town Conference. His personal vehicle was used for the trip.

**RECOMMENDATION:**

City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars (\$100).

**ATTACHMENTS:**

None

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

**ORDER NUMBER 006-2018**

**WHEREAS**, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held December 5, 2017 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 **Councilwoman Martin** seconded by **Councilman Jackson** and the following vote was recorded:

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

**NAYS:**        **None**

**ABSENT:**     **Cameron George**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

**Councilwoman Martin** made the motion to recess the meeting until January 16, 2018 at 6:30 PM. **Councilman Colledge** seconded the motion and the vote carried unanimously.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

Tuesday  
January 16, 2018  
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 January 16, 2018 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 Josh Danos, City Attorney; Cynthia Russell, City Clerk and other concerned citizens. Absent was City Manager Paula Yancey.

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**AGENDA**  
**CITY OF GAUTIER, MISSISSIPPI**  
**CITY HALL COUNCIL CHAMBERS**  
**January 16, 2018 @ 6:30 PM**

- I. Call to Order
  - 1. Prayer
  - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
  - 1. Gautier Men's Club Mardi Gras Parade and Block Party Saturday, February 3rd at 7:00 PM.
- IV. Presentation Agenda - None
- V. Business Agenda
  - 1. Authorization of property acquisition for DIP Grant Water Storage Tank Project.

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

- 2. Approval of Docket of Claims.

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

- VI. Consent Agenda **(All items approved in one motion)**
  - 1. Resolution approving sponsorship of Gautier Men's Club Parade to be held on February 3, 2018.

2. Resolution approving closure of roads and traffic control measures as described in the application for special permit submitted by the Gautier Men's Club on December 19, 2017.
3. Receive December 2017 Privilege License Report.
4. Approval of water and sewer adjustments dated January 2018 in the amount of \$16,198.49.
5. Approval of a Business Service Agreement with ACE DATA STORAGE, Inc.
6. Authorization for termination of contract with Professional Probation Services, Inc.
7. Authorization to Terminate Agreement for Collection Services with Southern Financial Systems, Inc.
8. Authorization to Enter into Agreement for Collections Services with Alliance Collection Service, Inc. for collection of old court fines and delinquent utility charges.
9. Authorization to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant.
10. Authorization to submit an application to MDOT for a Transportation Alternatives Grant.
11. Authorization to accept a Monetary Donation from Jerry Lee's Grocery for the Gautier Mayor's Youth Council.
12. Approval of minutes from Recessed Council Meeting held December 19, 2017 and Regular Council Meeting held January 2, 2018.
13. Approval of Revised Tri-Party Agreement for Commercial Redevelopment Incentive Grant.

## **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

**Adjourn until February 6, 2018 at 6:30 PM**

**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

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

1. Pull January 2, 2018 Minutes for consideration at the February 6, 2018 meeting.
2. Move Consent Item #12 – Approval of minutes from Recessed Council Meeting held December 19, 2017, to the Business Agenda Item #3.

**Councilwoman Martin** seconded the motion and the vote carried unanimously.

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**ANNOUNCEMENTS:**

1. Gautier Men's Club Mardi Gras Parade and Block Party Saturday, February 3<sup>rd</sup> at 7:00 PM.

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**PRESENTATION AGENDA:** None

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Councilwoman Martin made the motion to approve the acquisition of 2.62 acres of parcel No. 82300040.000 for \$25,000.00, previously established as just compensation, as presented. 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 007-2018**

**WHEREAS**, the water storage project, totaling \$1,115,000, will construct a water storage tank to support expansions at B & D Plastics and development in the surround area; and

**WHEREAS**, funding for the construction and professional service will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority, a \$750,000 CAP loan from MDA, a \$15,000 pledge from the City's enterprise utility revenues, and/or other sources; and

**WHEREAS**, the Gautier City Council previously established Just Compensation in the amount of \$25,000.00 for the purchase of 2.62 acres of parcel no. 82300040.000; and

**WHEREAS**, the Gautier City Council previously authorized the City Manager to move forward with negotiating for acquisition of the parcel at the December 19, 2017 meeting; and

**WHEREAS**, the City Manager successfully negotiated acquisition of the subject property for \$25,000.00 from the owner; and

**WHEREAS**, the Gautier City Council finds that the purchase of this property for \$25,000.00 is in the best interests of the City; and

**WHEREAS**, acquisition of this property will acquire title work, preparation of a deed, purchase of title insurance, and other related services; and

**WHEREAS**, Bordis & Danos, PLLC is capable of providing these services as indicated on the attached Fee Schedule;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acquisition of 2.62 acres of parcel no. 82300040.000 for \$25,000.00, previously established as just compensation, is hereby approved;

**IT IS FURTHER ORDERED** that Bordis and Danos, PLLC is hereby directed to perform related title work, prepare a deed, and acquire title insurance as indicated on the attached fee schedule, in addition to other identified services;

**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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 01/09/2018  
**Subject:** Authorization of DIP Grant Water Storage Tank Project-Acquisition Title and Deed

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**REQUEST:**

The Grants and Projects Department requests City Council authorization for Bordis and Danos to run title and prepare deed for a property acquisition associated with the construction of a new water storage tank near I-10 and Miss. 57.

**BACKGROUND:**

The water storage project, totaling \$1,115,000, will construct a water storage tank to support expansions at B & D Plastics and development in the surrounding area. Funding for the construction and professional services will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority, a \$750,000 CAP loan from MDA, a \$15,000 pledge from the City's enterprise utility revenues, and/or other sources.

**DISCUSSION:**

Council established Just Compensation in the amount of \$25,000.00 for 2.62 acres of parcel no. 82300040.000 and authorized the City Manager to move forward with acquiring the parcel at the Dec. 19, 2017 meeting. This title and deed work is necessary before the city can move forward with the acquisition.

**RECOMMENDATION:**

Staff recommends that City Council authorize Bordis and Danos to run title and prepare deed for a property acquisition associated with the construction of a new water storage tank near I-10 and Miss. 57.

City Council may:

- 1) Authorize the title and deed work as described above; or
- 2) Not approve the title and deed work as described above.

**ATTACHMENTS:**

Councilwoman Martin made the motion to approve the Docket of Claims, provided that all entries thereon are true, correct, properly entered and not fraudulent, as presented. 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 008-2018**

**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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

| Fund | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 180731                         | 01/16/2018   | 12/29/2017 |              |              | 1,218.68     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-631                        | SOUTH FD                       | 76008001     | 12192017   | 12/28/2017   |              |              | 205.09               |
|      | 001-170-631                        | BACOT PARK                     | 10137        | 12192017   | 12/28/2017   |              |              | 884.72               |
|      | 001-201-629                        | SIGNAL LIGHTS                  | 10138        | 12192017   | 12/28/2017   |              |              | 105.37               |
|      | 001-170-631                        | BACOT SPLASHPAD                | 103751001    | 12192017   | 12/28/2017   |              |              | 23.50                |
| 001  | SECURE NETWORKS LLC                | 180737                         | 01/16/2018   | 12/29/2017 |              |              | 2,430.00     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                        | FEB 2018 NETWORK SERVICES      |              | 3274       | 12/13/2017   |              |              | 2,280.00             |
|      | 001-092-698                        | SYNCRONIZED EMAIL              |              | 3274       | 12/13/2017   |              |              | 150.00               |
| 001  | BELL AUTO PARTS INC                | 180751                         | 01/16/2018   | 01/02/2018 |              |              | 670.91       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639                        | HOSE, SEAL, THERMO,OIL FILTER  |              | 42351      | 12/01/2017   |              |              | 93.44                |
|      | 001-100-570                        | FRONT ROTOR (2) & PAD          |              | 42355      | 12/05/2017   |              |              | 97.75                |
|      | 001-161-639                        | BELT,RECOIL ASSY,FILTER KIT(2) |              | 42352      | 12/08/2017   |              |              | 138.19               |
|      | 001-100-570                        | FRONT ROTOR (2) & PAD          |              | 42356      | 12/08/2017   |              |              | 97.75                |
|      | 001-170-639                        | GAL ANTIFRZ (4),AIR FILTER (2) |              | 42353      | 12/13/2017   |              |              | 92.13                |
|      | 001-100-570                        | REAR BRAKE ROTOR(2)&BRAKE PAD  |              | 42357      | 12/14/2017   |              |              | 97.75                |
|      | 001-170-639                        | AIR FILTER, FUEL FILTER        |              | 42354      | 12/15/2017   |              |              | 26.15                |
|      | 001-100-570                        | REAR BRAKE PAD SET             |              | 42358      | 12/15/2017   |              |              | 27.75                |
| 001  | STEINER SAW & MOWER                | 180752                         | 01/16/2018   | 01/02/2018 |              |              | 114.00       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-639                        | CARB KIT, CARBURETOR: SCAG     |              | 305350     | 12/14/2017   |              |              | 114.00               |
| 001  | BLOSSMAN GAS INC                   | 180753                         | 01/16/2018   | 01/02/2018 |              |              | 254.89       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-630                        | PROPANE: NORTH STN             |              | 2432769    | 12/07/2017   |              |              | 254.89               |
| 001  | LOWES HOME CENTERS INC             | 180757                         | 01/16/2018   | 00/03/2018 |              |              | 1,793.56     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-559                        | KEY BLANK PADLOCK (2)          |              | 909957     | 11/27/2017   |              |              | 3.76                 |
|      | 001-161-559                        | PRE-LIT HOLIDAY TREE 7.5FT     |              | 910147     | 11/27/2017   |              |              | 75.05                |
|      | 001-161-559                        | C-CLAMP, DOOR STOPPER          |              | 902943     | 11/28/2017   |              |              | 12.69                |
|      | 001-205-560                        | EXT CORD (2):CHRISTMAS DECOR   |              | 909164     | 11/28/2017   |              |              | 37.94                |
|      | 001-205-560                        | EXT CORD(2),GALV SPIKE (6)     |              | 909179     | 11/28/2017   |              |              | 41.72                |
|      | 001-161-639                        | 18-CU REFRIGERATOR, ICEMAKER   |              | 984471     | 11/29/2017   |              |              | 425.87               |
|      | 001-001-615                        | SUPPLIES (16):CHRISTMAS FLOAT  |              | 901010     | 11/29/2017   |              |              | 82.08                |
|      | 001-205-559                        | ELECTRIC TESTER                |              | 903861     | 11/30/2017   |              |              | 18.99                |
|      | 001-205-559                        | 3-WIRE GROUND,PLUG,EXT CORD(2) |              | 902185     | 11/30/2017   |              |              | 33.89                |
|      | 001-205-560                        | STAR,LIGHT SET:CHRISTMAS DECOR |              | 909657     | 11/30/2017   |              |              | 24.67                |
|      | 001-092-635                        | REPR ROOF CITY HALL:HRCN NATE  |              | 902217     | 11/30/2017   |              |              | 22.75                |
|      | 001-170-559                        | 200FT VINYL CABLE, DRILL BIT   |              | 902116     | 11/30/2017   |              |              | 159.11               |
|      | 001-205-560                        | EXT CORD (5), ADAPTER (4)      |              | 903873     | 12/01/2017   |              |              | 51.98                |
|      | 001-205-560                        | 85W LED BULB: CHRISTMAS DECOR  |              | 910788     | 12/01/2017   |              |              | 18.96                |
|      | 001-205-559                        | SPIKE LIGHT PLUG INS (6)       |              | 901173     | 12/01/2017   |              |              | 48.90                |
|      | 001-161-635                        | REPR ROOF: CENTRAL FIRE STN    |              | 902855     | 12/04/2017   |              |              | 18.48                |
|      | 001-161-635                        | REPR ROOF: CENTRAL FIRE STN    |              | 901463     | 12/04/2017   |              |              | 12.32                |

| Fund | Name of Claimant       | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | LOWES HOME CENTERS INC | 180757                        | 01/16/2018   | 00/03/2018 |              |              | 1,793.56     | (CONTINUED)          |
|      | Account Number         | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-161-635            | CEILING PANEL, TOGGLE BOLT    | 901512       | 12/04/2017 |              |              |              | 37.87                |
|      | 001-161-559            | SS HL TREE, GARLAND, BLADE    | 909800       | 12/05/2017 |              |              |              | 18.00                |
|      | 001-170-559            | SUPPLIES: FRAZIER PARK        | 902067       | 12/05/2017 |              |              |              | 54.88                |
|      | 001-161-559            | PINE GARLAND (2)              | 909931       | 12/06/2017 |              |              |              | 11.36                |
|      | 001-170-559            | OUTLET, TOGGLE SWITCH         | 902182       | 12/06/2017 |              |              |              | 17.08                |
|      | 001-170-559            | MILKHOUSE UTILITY FAN/HEATER  | 902315       | 12/07/2017 |              |              |              | 18.96                |
|      | 001-170-559            | KOBALT 93PC SKT TOOL SET      | 902315       | 12/07/2017 |              |              |              | 47.41                |
|      | 001-170-559            | 10PC 20V COMPACT BRSLSS DRILL | 902315       | 12/07/2017 |              |              |              | 151.24               |
|      | 001-170-559            | KOBALT BOW/HACK SAW COMBO     | 902315       | 12/07/2017 |              |              |              | 11.38                |
|      | 001-170-559            | IO DW 62PC SCREWDRIVER SET    | 902315       | 12/07/2017 |              |              |              | 9.48                 |
|      | 001-170-559            | KOBALT 4LB ENGINEERS HAMMER   | 902315       | 12/07/2017 |              |              |              | 20.88                |
|      | 001-170-559            | LENOX 6CT 12" HACKSAW         | 902315       | 12/07/2017 |              |              |              | 9.48                 |
|      | 001-170-559            | KB 6IN1 ALUM SCREWDRIVER      | 902315       | 12/07/2017 |              |              |              | 7.58                 |
|      | 001-170-559            | 10" TONGUE GROOVE PLIER       | 902315       | 12/07/2017 |              |              |              | 14.22                |
|      | 001-170-559            | KOBALT 8" LINESMAN PLIER      | 902315       | 12/07/2017 |              |              |              | 9.29                 |
|      | 001-170-559            | FM 10" STRIKING ADJ WRENCH    | 902315       | 12/07/2017 |              |              |              | 17.08                |
|      | 001-170-559            | LOCKING PLIER 2PC FAST RELSE  | 902315       | 12/07/2017 |              |              |              | 14.23                |
|      | 001-170-559            | KB 18" CAST IRON PIPE WRENCH  | 902315       | 12/07/2017 |              |              |              | 18.04                |
|      | 001-170-559            | KOBALT 18" LONG NOSE PLIER    | 902315       | 12/07/2017 |              |              |              | 9.48                 |
|      | 001-170-559            | DW TOUGH CASE                 | 902315       | 12/07/2017 |              |              |              | 5.68                 |
|      | 001-170-559            | DW IR 1/4"-1/4" SKT ADAP      | 902315       | 12/07/2017 |              |              |              | 3.78                 |
|      | 001-170-559            | DW IR 1/4"-3/8" SKT ADAP      | 902315       | 12/07/2017 |              |              |              | 3.78                 |
|      | 001-170-559            | KB 21PC TITANIUM DRILL/DRIVE  | 902315       | 12/07/2017 |              |              |              | 14.24                |
|      | 001-170-559            | WD 40 EZ REACH (2)            | 902315       | 12/07/2017 |              |              |              | 15.16                |
|      | 001-040-559            | SURGE PROTECTOR               | 902750       | 12/11/2017 |              |              |              | 14.23                |
|      | 001-045-559            | OSC HEATER                    | 902750       | 12/11/2017 |              |              |              | 28.49                |
|      | 001-161-559            | RAYOVAC D BATTERY 8CT         | 909041       | 12/14/2017 |              |              |              | 9.48                 |
|      | 001-161-559            | CR RTN: RAYOVAC D BATTERY     | 918714       | 12/14/2017 |              |              |              | -9.48                |
|      | 001-161-559            | RAYOVAC C BATTERY 8CT         | 909051       | 12/14/2017 |              |              |              | 9.48                 |
|      | 001-201-559            | REPR FENCE: 2116 TEMPLE       | 901135       | 12/20/2017 |              |              |              | 102.22               |
|      | 001-040-559            | KEY BLANK (4)                 | 901305       | 12/21/2017 |              |              |              | 9.40                 |
| 001  | TEC                    | 180764                        | 01/16/2018   | 01/04/2018 |              |              | 101.96       |                      |
|      | Account Number         | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-092-605            | MONTHLY LONG DISTANCE         | 918736       | 01/01/2018 |              |              |              | 101.96               |
| 001  | DPS CRIME LAB          | 180765                        | 01/16/2018   | 01/04/2018 |              |              | 120.00       |                      |
|      | Account Number         | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-161-559            | ANALYTICAL FEES               | 90059810     | 04/03/2017 |              |              |              | 120.00               |
| 001  | O'REILLY AUTO PARTS    | 180766                        | 01/16/2018   | 01/05/2018 |              |              | 1,375.16     |                      |
|      | Account Number         | Description                   | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-100-570            | HOSE CLAMP: U #11762          | 1978478238   | 11/29/2017 |              |              |              | 4.52                 |
|      | 001-100-570            | FILTER (3): U #21             | 1978478332   | 11/30/2017 |              |              |              | 11.20                |
|      | 001-100-570            | OIL PRESS SW: U #21           | 1978478345   | 11/30/2017 |              |              |              | 8.85                 |
|      | 001-100-570            | COP BOOT KIT, STR WHL CVR     | 1978478395   | 11/30/2017 |              |              |              | 46.27                |
|      | 001-100-570            | FILTER, BRK PAD (2): U #4435  | 1978478770   | 12/04/2017 |              |              |              | 117.00               |
|      | 001-170-639            | FUSE (2): TRAILER LIGHT       | 1978478827   | 12/05/2017 |              |              |              | 9.98                 |
|      | 001-100-570            | THERMOSTAT, SEAL, IDLER ARM   | 1978479085   | 12/08/2017 |              |              |              | 44.43                |
|      | 001-100-570            | BATTERY                       | 1978479095   | 12/08/2017 |              |              |              | 92.24                |
|      | 001-100-570            | WIPER BLADE                   | 1978479157   | 12/12/2017 |              |              |              | 17.66                |

| Fund | Name of Claimant                 | Trans #                          | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------|----------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | O'REILLY AUTO PARTS              | 180766                           | 01/16/2018   | 01/05/2018 |              |              | 1,375.16     | (CONTINUED)          |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-100-570                      | CIRCUIT(2), CAPSULE, WIRE, T-BIT | 1978479403   | 12/12/2017 |              |              | 48.05        |                      |
|      | 001-170-638                      | 16OZ SEALER, MINI FUSE           | 1978479496   | 12/13/2017 |              |              | 16.27        |                      |
|      | 001-100-570                      | F/P ASSEMBLY: U #11762           | 1978479503   | 12/13/2017 |              |              | 136.83       |                      |
|      | 001-100-570                      | REPR PARTS (4): U #13408         | 1978479709   | 12/15/2017 |              |              | 71.79        |                      |
|      | 001-100-570                      | CERAMIC PAD: U #13408            | 1978479966   | 12/18/2017 |              |              | 45.83        |                      |
|      | 001-100-638                      | HUB ASSEMBLY: U #13408           | 1978479976   | 12/18/2017 |              |              | 254.02       |                      |
|      | 001-100-570                      | FILTER: K9 EXPEDITION            | 1978480034   | 12/18/2017 |              |              | 6.01         |                      |
|      | 001-170-639                      | GAL CLEAN, CONDUIT, WIRE, D/BIT  | 1978480082   | 12/19/2017 |              |              | 42.96        |                      |
|      | 001-170-639                      | BRAKE CLN (12): EQUIPMENT        | 1978480135   | 12/19/2017 |              |              | 23.88        |                      |
|      | 001-100-570                      | R1348 30LB FREON                 | 1978480182   | 12/20/2017 |              |              | 119.99       |                      |
|      | 001-170-638                      | R1348 30LB FREON                 | 1978480338   | 12/21/2017 |              |              | 119.99       |                      |
|      | 001-100-570                      | BATTERY, CORE CHG                | 1978480681   | 12/26/2017 |              |              | 137.39       |                      |
| 001  | SYSICON INC                      | 180768                           | 01/16/2018   | 01/09/2018 |              |              | 1,475.00     |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-010-698                      | JAN 2018 COURT SUPPORT           | 1-43716      | 01/03/2018 |              |              | 1,475.00     |                      |
| 001  | AUTO TRUCK AND TRAILER PARTS INC | 180769                           | 01/16/2018   | 01/05/2018 |              |              | 417.11       |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-170-639                      | WIRE (2), ANTIFREEZE (4)         | 265794       | 12/08/2017 |              |              | 78.00        |                      |
|      | 001-170-638                      | LIGHT (2), SWITCH                | 265792       | 12/08/2017 |              |              | 184.99       |                      |
|      | 001-100-570                      | HEAD LIGHT (2)                   | 265751       | 12/20/2017 |              |              | 65.28        |                      |
|      | 001-100-570                      | WHL COVER SET                    | 265810       | 12/20/2017 |              |              | 65.44        |                      |
|      | 001-100-570                      | FILTER (12)                      | 265883       | 12/20/2017 |              |              | 23.40        |                      |
| 001  | DELTA SANITATION OF MS LLC       | 180771                           | 01/16/2018   | 01/08/2017 |              |              | 35.00        |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-170-698                      | FRAZIER PORT O LET               | 0000883794   | 12/31/2017 |              |              | 35.00        |                      |
| 001  | CABLE ONE INC                    | 180773                           | 01/16/2018   | 01/08/2018 |              |              | 130.07       |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-092-698                      | JAN 2018: #107571481             | 12252017     | 01/01/2018 |              |              | 130.07       |                      |
| 001  | PASCAGOULA UTILITIES             | 180775                           | 01/16/2018   | 01/08/2018 |              |              | 82.20        |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-161-630                      | CENTRAL FIRE STN                 | 16303        | 12/27/2017 |              |              | 39.43        |                      |
|      | 001-161-630                      | SOUTH FIRE STN                   | 16489        | 12/27/2017 |              |              | 42.77        |                      |
| 001  | CINTAS CORPORATION NO. 2         | 180776                           | 01/16/2018   | 01/08/2018 |              |              | 273.68       |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-205-535                      | MAINTENANCE                      | 26K104332    | 12/04/2017 |              |              | 68.42        |                      |
|      | 001-205-535                      | MAINTENANCE                      | 26K105686    | 12/11/2017 |              |              | 68.42        |                      |
|      | 001-205-535                      | MAINTENANCE                      | 211251188    | 12/18/2017 |              |              | 68.42        |                      |
|      | 001-205-535                      | MAINTENANCE                      | 211254021    | 12/25/2017 |              |              | 68.42        |                      |
| 001  | CABLE ONE INC                    | 180778                           | 01/16/2018   | 01/08/2018 |              |              | 84.62        |                      |
|      | Account Number                   | Description                      | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|      | 001-170-698                      | JAN 2018: SR BLDG #120793682     | 12252017     | 01/01/2018 |              |              | 84.62        |                      |

| Fund | Name of Claimant                      | Trans #                      | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------------------------|------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | M & E FEED & SEED                     | 180779                       | 01/16/2018   | 01/08/2018 |              |              | 83.98        |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-514                           | DOG FOOD                     |              | 5159       | 12/11/2017   |              |              | 41.99                |
|      | 001-100-514                           | DOG FOOD                     |              | 5162       | 01/02/2018   |              |              | 41.99                |
| 001  | AIRGAS USA LLC                        | 180780                       | 01/16/2018   | 01/08/2018 |              |              | 205.17       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-588                           | CYLINDER RENTAL              |              | 9950221335 | 12/31/2017   |              |              | 205.17               |
| 001  | OCCUPATIONAL HEALTH CENTER INC        | 180781                       | 01/16/2018   | 01/09/2018 |              |              | 115.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-604                           | PHY EXAM: MCGARVEY, RICHARD  |              | 133269     | 01/03/2018   |              |              | 115.00               |
| 001  | FUELMAN OF MS                         | 180794                       | 01/16/2018   | 01/09/2018 |              |              | 2,170.37     |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-525                           | UNL FUEL                     |              | NP52169420 | 01/01/2018   |              |              | 1,855.19             |
|      | 001-161-525                           | DSL FUEL                     |              | NP52169420 | 01/01/2018   |              |              | 261.54               |
|      | 001-170-525                           | UNL FUEL                     |              | NP52169420 | 01/01/2018   |              |              | 53.64                |
| 001  | FUELMAN OF MS                         | 180795                       | 01/16/2018   | 01/09/2018 |              |              | 2,677.94     |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-525                           | UNL FUEL                     |              | NP52296060 | 01/08/2018   |              |              | 46.86                |
|      | 001-100-525                           | UNL FUEL                     |              | NP52296060 | 01/08/2018   |              |              | 1,960.93             |
|      | 001-161-525                           | UNL & DSL FUEL               |              | NP52296060 | 01/08/2018   |              |              | 364.48               |
|      | 001-170-525                           | UNL & DSL FUEL               |              | NP52296060 | 01/08/2018   |              |              | 207.69               |
|      | 001-205-525                           | UNL & DSL FUEL               |              | NP52296060 | 01/08/2018   |              |              | 97.98                |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER | 180796                       | 01/16/2018   | 01/09/2018 |              |              | 10,885.00    |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                           | DEC 2017 ADC CHGS            |              | 12312017   | 01/04/2018   |              |              | 10,885.00            |
| 001  | MATT LACHAUSSEE                       | 180797                       | 01/16/2018   | 01/09/2018 |              |              | 435.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-602                           | JUDGE PRO TEM: .75 HR        |              | 09082017   | 01/02/2018   |              |              | 75.00                |
|      | 001-010-602                           | JUDGE PRO TEM: 4 HRS         |              | 10092017   | 01/02/2018   |              |              | 360.00               |
| 001  | JUSTIN M FREMIN                       | 180798                       | 01/16/2018   | 01/09/2018 |              |              | 144.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                           | PER DIEM ADV: HAZMAT I       |              | 01292018   | 01/04/2018   |              |              | 144.00               |
| 001  | JOSHUA HILL                           | 180799                       | 01/16/2018   | 01/09/2018 |              |              | 144.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-681                           | PER DIEM ADV: HAZMAT I       |              | 01292018   | 01/04/2018   |              |              | 144.00               |
| 001  | SECURE NETWORKS LLC                   | 180800                       | 01/16/2018   | 01/09/2018 |              |              | 664.00       |                      |
|      | Account Number                        | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                           | DELL ON SITE SUPPORT: SERVER |              | 3294       | 01/07/2018   |              |              | 664.00               |

| Fund | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | MSC 7511                           | 180801                        | 01/16/2018   | 01/09/2018 |              |              | 146.70       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                        | FNK100-01 RENTAL FEE          |              | INV2237624 | 12/19/2017   |              |              | 145.10               |
|      | 001-100-699                        | MPC2504EX USAGE: B/W          |              | INV2237624 | 12/19/2017   |              |              | 1.60                 |
| 001  | DIRECTV LLC                        | 180802                        | 01/16/2018   | 01/09/2018 |              |              | 136.93       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698                        | WEST STN: 022727663 (FEB)     |              | 01132018   | 01/14/2018   |              |              | 136.93               |
| 001  | CHASSITY BILBO, CUSTODIAN          | 180803                        | 01/16/2018   | 01/09/2018 |              |              | 58.42        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-513                        | HOT GLUE GUN & GLUE STICKS    |              | 10032017   | 01/04/2018   |              |              | 12.50                |
|      | 001-170-525                        | UNL FUEL: BUCKET TRUCK        |              | 10252017   | 01/04/2018   |              |              | 30.30                |
|      | 001-170-502                        | FEBREEZE: EQUIP ROOM          |              | 12042017   | 01/04/2018   |              |              | 5.62                 |
|      | 001-001-559                        | CAR WASH: CROWN VIC           |              | 01042018   | 01/04/2018   |              |              | 10.00                |
| 001  | C SPIRE WIRELESS                   | 180804                        | 01/16/2018   | 01/09/2018 |              |              | 886.37       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-605                        | CITY MGR CELL PHONES          |              | 0030759348 | 12/31/2017   |              |              | 50.28                |
|      | 001-022-605                        | HR CELL PHONES                |              | 0030759348 | 12/31/2017   |              |              | 50.28                |
|      | 001-040-605                        | ADMIN CELL PHONES             |              | 0030759348 | 12/31/2017   |              |              | 134.75               |
|      | 001-090-605                        | BLDG-PLNG CELL PHONES         |              | 0030759348 | 12/31/2017   |              |              | 150.84               |
|      | 001-090-698                        | IPAD SERVICE (3)              |              | 0030759348 | 12/31/2017   |              |              | 102.57               |
|      | 001-094-605                        | GRANT-PROJ CELL PHONES        |              | 0030759348 | 12/31/2017   |              |              | 100.56               |
|      | 001-161-605                        | FIRE DEPT CELL PHONES         |              | 0030759348 | 12/31/2017   |              |              | 156.83               |
|      | 001-170-605                        | RECREATION CELL PHONES        |              | 0030759348 | 12/31/2017   |              |              | 120.41               |
|      | 001-205-605                        | MAINT CELL PHONES             |              | 0030759348 | 12/31/2017   |              |              | 19.85                |
| 001  | BRASS HANGER CLEANERS INC          | 180806                        | 01/16/2018   | 01/09/2018 |              |              | 45.00        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-559                        | CLEAN SANTA SUIT              |              | 34040      | 12/04/2017   |              |              | 45.00                |
| 001  | LAMEY ELECTRIC INC                 | 180807                        | 01/16/2018   | 01/09/2018 |              |              | 1,775.00     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-698                        | CONFLICT MONITOR:GHS ENTR G/V |              | 562A       | 12/27/2017   |              |              | 975.00               |
|      | 001-201-698                        | RED LED (2): GHS ENTR-G/V RD  |              | 562A       | 12/27/2017   |              |              | 152.00               |
|      | 001-201-698                        | LOAD SWITCH: GHS ENTR-G/V RD  |              | 562A       | 12/27/2017   |              |              | 48.00                |
|      | 001-201-698                        | LABOR: TS @ GHS ENTR-G/V RD   |              | 562A       | 12/27/2017   |              |              | 600.00               |
| 001  | MALLETTE BROTHERS CONSTRUCTION INC | 180812                        | 01/16/2018   | 01/09/2018 |              |              | 1,658.36     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-576                        | 5.96 SACTUN A-BASE TN         |              | 19531      | 01/04/2018   |              |              | 178.80               |
|      | 001-201-576                        | 5.12 GABION LIMESTONE TN      |              | 19531      | 01/04/2018   |              |              | 281.60               |
|      | 001-201-576                        | 99.83 FILL SAND CY            |              | 19531      | 01/04/2018   |              |              | 1,197.96             |
| 001  | ALABAMA MEDIA GROUP                | 180814                        | 01/16/2018   | 01/09/2018 |              |              | 1,413.10     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-615                        | PUBLIC NOTICE: ORD #240-2017  |              | 008458539  | 12/13/2017   | 180276       |              | 36.84                |
|      | 001-040-615                        | PUBLISH: GEN OBLIGATION BONDS |              | 0008450152 | 12/27/2017   | 180249       |              | 821.94               |
|      | 001-040-615                        | PUBLISH:UTILITY SYS REV BONDS |              | 7008450138 | 12/20/2017   | 180249       |              | 514.24               |

| Fund | Name of Claimant                         | Trans #                                   | Release Date | Claim Date           | Claim Number    | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------------|-------------------------------------------|--------------|----------------------|-----------------|--------------|--------------|----------------------|
| 001  | ALABAMA MEDIA GROUP                      | 180814                                    | 01/16/2018   | 01/09/2018           |                 |              | 1,413.10     | (CONTINUED)          |
|      | Account Number 001-040-615               | Description FLOOD DMG PREV ORD #241-2017  |              | Invoice # 0008473354 | Date 12/24/2017 | P.O. 180319  | Amount       | 40.08                |
| 001  | ACTION PRINTING CENTER INC               | 180815                                    | 01/16/2018   | 01/09/2018           |                 |              | 58.50        |                      |
|      | Account Number 001-001-559               | Description BUSINESS CARD (250): MAYOR    |              | Invoice # 931281     | Date 12/20/2017 | P.O. 180201  | Amount       | 58.50                |
| 001  | INTERNATIONAL PERSONNEL MANAGEMENT ASSOC | 180816                                    | 01/16/2018   | 01/09/2018           |                 |              | 127.79       |                      |
|      | Account Number 001-022-660               | Description FF-EL102 FIREFIGHTER TEST (3) |              | Invoice # 3078VOF9H4 | Date 12/21/2017 | P.O. 180296  | Amount       | 35.64                |
|      | 001-022-660                              | ADMIN FEE                                 |              | 3078VOF9H4           | 12/21/2017      | 180296       |              | 92.15                |
| 001  | MS FIRE ACADEMY                          | 180817                                    | 01/16/2018   | 01/09/2018           |                 |              | 598.59       |                      |
|      | Account Number 001-161-681               | Description DRV/OPER FIRE APPARTUS 2E (7) |              | Invoice # 25899      | Date 01/08/2018 | P.O. 180314  | Amount       | 585.55               |
|      | 001-161-681                              | SHIPPING                                  |              | 25899                | 01/08/2018      | 180314       |              | 13.04                |
| 001  | GULF COAST BUSINESS SUPPLY CO            | 180818                                    | 01/16/2018   | 01/09/2018           |                 |              | 164.75       |                      |
|      | Account Number 001-092-510               | Description 12/CT ANTIBACT HAND SOAP      |              | Invoice # 161550     | Date 01/04/2018 | P.O. 180359  | Amount       | 39.95                |
|      | 001-092-510                              | CS/4 BMF TOWEL (2)                        |              | 161550               | 01/04/2018      | 180359       |              | 43.14                |
|      | 001-092-510                              | 8/CT DISH DETERGENT 38OZ                  |              | 161550               | 01/04/2018      | 180359       |              | 35.39                |
|      | 001-092-510                              | 1GAL BLEACH (6)                           |              | 161550               | 01/04/2018      | 180359       |              | 12.54                |
|      | 001-092-510                              | 100/CS CAN LINER 43X47                    |              | 161550               | 01/04/2018      | 180359       |              | 21.95                |
|      | 001-161-500                              | ASSRT FILE FOLDERS SMD11641               |              | 161550               | 01/04/2018      | 180359       |              | 7.55                 |
|      | 001-161-500                              | 4/CT PERMN MARKER AVE07905                |              | 161550               | 01/04/2018      | 180359       |              | 4.23                 |
| 001  | GULF HYDRAULICS & PNEUMATICS INC         | 180819                                    | 01/16/2018   | 01/09/2018           |                 |              | 312.65       |                      |
|      | Account Number 001-170-639               | Description HYD CYL REPR KIT: BACKHOE     |              | Invoice # 161921     | Date 12/21/2017 | P.O. 180316  | Amount       | 87.65                |
|      | 001-170-639                              | 3-LBS SHOP LABOR (2)                      |              | 161921               | 12/21/2017      | 180316       |              | 150.00               |
|      | 001-170-639                              | 9-LBS SHOP LABOR                          |              | 161921               | 12/21/2017      | 180316       |              | 75.00                |
| 001  | VERNON W DOSTER MD                       | 180820                                    | 01/16/2018   | 01/09/2018           |                 |              | 150.00       |                      |
|      | Account Number 001-022-604               | Description PRE EMP DRUG SCREEN: FRANKLIN |              | Invoice # 23977      | Date 12/19/2017 | P.O. 180308  | Amount       | 25.00                |
|      | 001-022-604                              | PRE EMP PHYSICAL: FRANKLIN                |              | 23977                | 12/19/2017      | 180308       |              | 50.00                |
|      | 001-022-604                              | PRE-EMP PHYSICAL: TERRELL                 |              | 23993                | 12/20/2017      | 180315       |              | 50.00                |
|      | 001-022-604                              | PRE-EMP DRUG SCREEN: TERRELL              |              | 23993                | 12/20/2017      | 180315       |              | 25.00                |
| 001  | SOUTHERN WATERWORKS SUPPLY INC           | 180821                                    | 01/16/2018   | 01/09/2018           |                 |              | 70.00        |                      |
|      | Account Number 001-201-559               | Description SS STRAW MAT 8X112.5 (2)      |              | Invoice # 73161      | Date 01/08/2018 | P.O. 180297  | Amount       | 70.00                |
| 001  | DIGITAL ALLY INC                         | 180823                                    | 01/16/2018   | 01/09/2018           |                 |              | 160.00       |                      |
|      | Account Number 001-100-559               | Description RMT BATTERY PACK (5)          |              | Invoice # 1098348    | Date 12/18/2017 | P.O. 180293  | Amount       | 150.00               |
|      | 001-100-559                              | FREIGHT                                   |              | 1098348              | 12/18/2017      | 180293       |              | 10.00                |

| Fund | Name of Claimant             | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | MS ASSN CHIEFS OF POLICE     | 180824                         | 01/16/2018   | 01/09/2018 |              |              | 100.00       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-682                  | MEMBERSHIP DUES #89: ELBIN, D  |              | 2371220    | 12/19/2017   | 180331       |              | 100.00               |
| 001  | THE GULF COMPANIES INC       | 180825                         | 01/16/2018   | 01/09/2018 |              |              | 425.30       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-559                  | 100/CT KING CAN LINER (10)     |              | 0911517-IN | 01/02/2018   | 180208       |              | 425.30               |
| 001  | DONNA W FOX                  | 180826                         | 01/16/2018   | 01/09/2018 |              |              | 225.00       |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681                  | BETST RECERT CRS: THIGPEN, C   |              | 17-248     | 12/04/2017   | 180248       |              | 225.00               |
| 001  | AUDIOWAVE INC                | 180829                         | 01/16/2018   | 01/09/2018 |              |              | 2,450.00     |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-639                  | REMOV/INSTALL EQUIP:U #8 & #45 |              | A48499     | 12/28/2017   | 180231       |              | 2,450.00             |
| 001  | CITY OF GAUTIER 7M BOND ACCT | 180832                         | 01/16/2018   | 01/10/2018 |              |              | 88,160.00    |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-900-969                  | TR INT PMT: GO BOND            |              | 02012018   | 01/16/2018   |              |              | 88,160.00            |
| 001  | CREDIT CARD CENTER           | 180835                         | 01/16/2018   | 01/10/2018 |              |              | 7,333.55     |                      |
|      | Account Number               | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-513                  | CANDY CANES (L&L)              |              | 11292017   | 11/30/2017   |              |              | 42.00                |
|      | 001-001-615                  | CHRISTMAS PARADE SUPPLIES      |              | 11292017   | 11/30/2017   |              |              | 63.00                |
|      | 001-170-513                  | LIGHTS/LAGNIAPPE SUPPLIES      |              | 11292017   | 11/30/2017   |              |              | 106.03               |
|      | 001-001-615                  | CHRISTMAS PARADE THROWS        |              | 11292017   | 11/30/2017   |              |              | 130.60               |
|      | 001-001-681                  | MML MID WNTR CONF: VAUGHAN     |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-170-513                  | LIGHTS/LAGNIAPPE SUPPLIES      |              | 11292017   | 11/30/2017   |              |              | 202.89               |
|      | 001-001-615                  | FRISBEEES 1000                 |              | 11292017   | 11/30/2017   |              |              | 713.03               |
|      | 001-021-681                  | MML MID WNTR CONF: YANCEY      |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-001-681                  | MML MID WNTR CONF: TORJUSEN    |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-001-681                  | MML MID WNTR CONF: ANDERSON    |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-001-681                  | MML MID WNTR CONF: COLLEDGE    |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-001-681                  | MML MID WNTR CONF: MARTIN      |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-001-681                  | MML MID WNTR CONF: JACKSON     |              | 11292017   | 11/30/2017   |              |              | 135.00               |
|      | 001-170-513                  | LIGHTS/LAGNIAPPE SUPPLIES      |              | 11302017   | 12/01/2017   |              |              | 54.29                |
|      | 001-170-513                  | RTN REFUND: COLOR BULB         |              | 12012017   | 12/04/2017   |              |              | -9.98                |
|      | 001-170-513                  | CHRISTMAS DECORATIONS          |              | 12012017   | 12/04/2017   |              |              | 279.84               |
|      | 001-040-682                  | MAGPPA DUES: FARABEE           |              | 12012017   | 12/04/2017   |              |              | 35.00                |
|      | 001-021-513                  | 4X8 PERFORMANCE STAGE          |              | 12042017   | 12/05/2017   |              |              | 4,204.00             |
|      | 001-170-513                  | EVENT LABOR: LIGHTS/LAGNIAPPE  |              | 12042017   | 12/05/2017   |              |              | 150.00               |
|      | 001-170-559                  | TITLE: SWEEPER TRUCK           |              | 12042017   | 12/06/2017   |              |              | 12.95                |
|      | 001-161-559                  | 2018 FERRARA CALENDAR (7)      |              | 12072017   | 12/08/2017   |              |              | 67.24                |
|      | 001-170-513                  | LIGHTS/LAGNIAPPE SUPPLIES      |              | 12022017   | 12/11/2017   |              |              | 17.66                |
|      | 001-090-682                  | ASFFM DUES: ANKERSON,S         |              | 12152017   | 12/18/2017   |              |              | 160.00               |
|      | 001-090-682                  | ASFFM DUES: MORGAN,R           |              | 12152017   | 12/18/2017   |              |              | 160.00               |

| Fund       | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001        | JACKSON COUNTY CHAMBER OF COMMERCE | 180848                        | 01/16/2018   | 01/10/2018 |              |              | 1,250.00     |                      |
|            | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-094-681                        | LEADERSHIP JC TUITION: HAVENS |              | 28086      | 01/10/2018   |              |              | 1,250.00             |
| 001        | MS DEPT OF FINANCE & ADMIN         | 180851                        | 01/16/2018   | 01/11/2018 |              |              | 22,722.50    |                      |
|            | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                        | DEC 2017 COURT ASSESSMENTS    |              | 12312017   | 01/10/2018   |              |              | 22,722.50            |
| 001        | MS DEPT OF PUBLIC SAFETY           | 180852                        | 01/16/2018   | 01/11/2018 |              |              | 1,428.00     |                      |
|            | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                        | DEC 2017 SPECIAL ASSESSMENTS  |              | 12312017   | 01/10/2018   |              |              | 1,428.00             |
| 001        | MS DEPT OF PUBLIC SAFETY           | 180853                        | 01/16/2018   | 01/11/2018 |              |              | 105.00       |                      |
|            | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-000-300                        | DEC 2017 INTERLOCK FEES       |              | 12312017   | 01/10/2018   |              |              | 105.00               |
| 001        | BORDIS & DANOS PLLC                | 180854                        | 01/16/2018   | 01/11/2018 |              |              | 7,916.67     |                      |
|            | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 001-060-602                        | JAN 2018 RETAINER             |              | 49         | 01/12/2018   |              |              | 7,916.67             |
| FUND TOTAL | 1 Claims to                        | Checks                        | 53 Total     | 167,979.48 | Manual       | Held         | Total        | 167,979.48           |

| Fund       | Name of Claimant         | Trans #                  | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------------|--------------------------|--------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 020        | MS DEVELOPMENT AUTHORITY | 180808                   | 01/16/2018   | 01/09/2018 |              |              | 46,323.96    |                      |
|            | Account Number           | Description              |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 020-201-830              | ANNUAL PMT: 12-192-CP-01 |              | GMS: 50758 | 02/01/2018   |              |              | 46,323.96            |
| FUND TOTAL | 20 Claims                | to                       | Checks       | 1 Total    | 46,323.96    | Manual       | Held         | Total 46,323.96      |

| Fund       | Name of Claimant        | Trans #                  | Release Date | Claim Date | Claim Number  | Check Number | Claim Amount | Approved/Disapproved |
|------------|-------------------------|--------------------------|--------------|------------|---------------|--------------|--------------|----------------------|
| 050        | COMPTON ENGINEERING INC | 180838                   | 01/16/2018   | 01/10/2018 |               |              | 150.00       |                      |
|            | Account Number          | Description              |              | Invoice #  | Date          | P.O.         | Amount       |                      |
|            | 050-300-763             | BAL DUE: PIER INSPECTION |              | 216-055-9  | 11/30/2017    |              |              | 150.00               |
| FUND TOTAL | 50 Claims               | to                       | Checks       | 1 Total    | 150.00 Manual |              | Held         | Total 150.00         |

| Fund                  | Name of Claimant                   | Trans #              | Release Date | Claim Date       | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|----------------------|--------------|------------------|--------------|--------------|--------------|----------------------|
| 130                   | PEOPLES BANK CORPORATE TRUST SERVS | 180810               | 01/16/2018   | 01/09/2018       |              |              | 88,159.38    |                      |
|                       | Account Number                     | Description          |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                       | 130-680-813                        | GAUTIER GO BNDS 2010 |              | 3194             | 11/20/2017   |              |              | 88,159.38            |
| FUND TOTAL 130 Claims | to                                 | Checks               | 1 Total      | 88,159.38 Manual |              | Held         | Total        | 88,159.38            |

| Fund                  | Name of Claimant         | Trans #                | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------|------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 171                   | SEYMOUR ENGINEERING PLLC | 180839                 | 01/16/2018   | 01/10/2018 |              |              | 4,550.00     |                      |
|                       | Account Number           | Description            |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 171-170-778              | SECRETARY OF STATE FEE |              | 6431       | 12/27/2017   |              |              | 1,500.00             |
|                       | 171-170-778              | PROJECT BUDGET         |              | 6431       | 12/27/2017   |              |              | 3,050.00             |
| FUND TOTAL 171 Claims | to                       | Checks                 | 1 Total      | 4,550.00   | Manual       | Held         | Total        | 4,550.00             |

| Fund                  | Name of Claimant                   | Trans #                      | Release Date | Claim Date      | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|------------------------------|--------------|-----------------|--------------|--------------|--------------|----------------------|
| 176                   | SINGING RIVER ELECTRIC COOPERATIVE | 180732                       | 01/16/2018   | 12/29/2017      |              |              | 1,946.98     |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-631                        | PARK FACILITIES              | 76854002     | 12192017        | 12/28/2017   |              |              | 1,898.82             |
|                       | 176-170-631                        | HOUSE                        | 76855002     | 12192017        | 12/28/2017   |              |              | 48.16                |
| 176                   | LOWES HOME CENTERS INC             | 180761                       | 01/16/2018   | 01/03/2018      |              |              | 39.62        |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-559                        | KEY BLANK (4)                |              | 909949          | 12/06/2017   |              |              | 7.07                 |
|                       | 176-170-559                        | SCREW,KEY RING,KEY BLANK (4) |              | 902255          | 12/07/2017   |              |              | 16.96                |
|                       | 176-170-559                        | KEY BLANK (3): SHEP TRAILER  |              | 901851          | 12/18/2017   |              |              | 7.05                 |
|                       | 176-170-559                        | CAMPSITE REPR: LOT #16       |              | 902809          | 12/21/2017   |              |              | 8.54                 |
| 176                   | O'REILLY AUTO PARTS                | 180767                       | 01/16/2018   | 01/05/2018      |              |              | 7.64         |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-638                        | WIPER BLADE (2): SHEP VAN    |              | 1978480797      | 12/27/2017   |              |              | 7.64                 |
| 176                   | AUTO TRUCK AND TRAILER PARTS INC   | 180770                       | 01/16/2018   | 01/05/2018      |              |              | 184.99       |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-638                        | LIGHT (2), SWITCH            |              | 265793          | 12/08/2017   |              |              | 184.99               |
| 176                   | C SPIRE WIRELESS                   | 180805                       | 01/16/2018   | 01/09/2018      |              |              | 50.28        |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-605                        | CELL PHONE                   |              | 0030759348      | 12/31/2017   |              |              | 50.28                |
| 176                   | CREDIT CARD CENTER                 | 180836                       | 01/16/2018   | 01/10/2018      |              |              | 378.00       |                      |
|                       | Account Number                     | Description                  |              | Invoice #       | Date         | P.O.         | Amount       |                      |
|                       | 176-170-559                        | BEHRINGER PWRD MONITOR (2)   |              | 12042017        | 12/05/2017   |              |              | 378.00               |
| FUND TOTAL 176 Claims | to                                 | Checks                       | 6 Total      | 2,607.51 Manual |              | Held         | Total        | 2,607.51             |

| Fund                  | Name of Claimant         | Trans #                 | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------|-------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 300                   | SEYMOUR ENGINEERING PLLC | 180844                  | 01/16/2018   | 01/10/2018 |              |              | 13,100.00    |                      |
|                       | Account Number           | Description             |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 300-600-603              | ENGINEERING DESIGN 20%  |              | 6433       | 12/27/2017   |              |              | 3,800.00             |
|                       | 300-600-603              | TOPOGRAPHIC SURVEY 100% |              | 6433       | 12/27/2017   |              |              | 9,300.00             |
| FUND TOTAL 300 Claims | to                       | Checks                  | 1 Total      | 13,100.00  | Manual       |              | Held         | Total 13,100.00      |

| Fund | Name of Claimant                     | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | CABLE ONE INC                        | 180733                        | 01/16/2018   | 12/29/2017 |              |              | 42.61        |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | DEC 2017: #107663106          |              | 12162017   | 12/23/2017   |              |              | 42.61                |
| 400  | JACKSON COUNTY UTILITY AUTHORITY     | 180734                        | 01/16/2018   | 12/29/2017 |              |              | 174,032.00   |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-668                          | JAN 2018 TREATMENT CHGS       |              | 126933     | 01/01/2018   |              |              | 168,061.00           |
|      | 400-651-668                          | FY 2018 ACTUAL FLOW ADJ       |              | 126933     | 01/01/2018   |              |              | 5,971.00             |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE   | 180735                        | 01/16/2018   | 12/29/2017 |              |              | 3,954.10     |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                          | LIFT STNS 17875               |              | 12192017   | 12/28/2017   |              |              | 253.58               |
|      | 400-651-631                          | LIFT STNS 17883               |              | 12192017   | 12/28/2017   |              |              | 2,130.73             |
|      | 400-651-631                          | LIFT STNS 17884               |              | 12192017   | 12/28/2017   |              |              | 1,569.79             |
| 400  | CLEARWATER SOLUTIONS LLC             | 180741                        | 01/16/2018   | 01/02/2018 |              |              | 180,357.75   |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-672                          | DEC 2017 OPERATION FEE        |              | GAUTIER061 | 01/01/2018   |              |              | 180,357.75           |
| 400  | IRBY'S ANSWERING SERVICE             | 180742                        | 01/16/2018   | 01/02/2018 |              |              | 399.55       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | HOLIDAY CHARGES               |              | 277-122717 | 12/27/2017   |              |              | 12.00                |
|      | 400-650-698                          | 49 CALL OUTS: 11/29-12/26/17  |              | 277-122717 | 12/27/2017   |              |              | 23.03                |
|      | 400-650-698                          | 544 AGENT MTS: 11/29-12/26/17 |              | 277-122717 | 12/27/2017   |              |              | 112.52               |
|      | 400-650-698                          | BASE RATE: 12/27-01/23/18     |              | 277-122717 | 12/27/2017   |              |              | 252.00               |
| 400  | LOWES HOME CENTERS INC               | 180762                        | 01/16/2018   | 01/04/2018 |              |              | 496.79       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-584                          | SUPPLIES (13): LIFT STN       |              | 909251     | 11/28/2017   |              |              | 43.15                |
|      | 400-650-635                          | VINYL TILE (45): PW OFFICE    |              | 901588     | 12/05/2017   |              |              | 35.55                |
|      | 400-650-635                          | KEYED DOOR KNOB: PW OFFICE    |              | 902039     | 12/05/2017   |              |              | 9.48                 |
|      | 400-651-581                          | SUPPLIES (14): WATER WELL     |              | 909161     | 12/07/2017   |              |              | 122.46               |
|      | 400-651-581                          | SUPPLIES (8): WATER WELL      |              | 910948     | 12/08/2017   |              |              | 53.41                |
|      | 400-650-635                          | LATEX INT PAINT(2):PW OFFICE  |              | 901333     | 12/13/2017   |              |              | 68.37                |
|      | 400-651-582                          | SUPPLIES(22):WATER PLANT LINE |              | 909206     | 12/19/2017   |              |              | 164.37               |
| 400  | AT&T                                 | 180763                        | 01/16/2018   | 01/04/2018 |              |              | 136.22       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                          | MONTHLY SERVICE               |              | 2284975234 | 12/14/2017   |              |              | 136.22               |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 180774                        | 01/16/2018   | 01/08/2018 |              |              | 596.66       |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL - OFF TIMBERLANE         |              | 6646632134 | 12/16/2017   |              |              | 596.66               |
| 400  | COAST CHLORINATOR & PUMP CO INC      | 180777                        | 01/16/2018   | 01/08/2018 |              |              | 1,445.00     |                      |
|      | Account Number                       | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                          | NEW BOOSTER PUMP:LARK WELL #6 |              | 67277      | 01/03/2018   |              |              | 1,445.00             |

| Fund                  | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400                   | FIRST NATIONAL BANK TRUST DEPT     | 180809                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 1,940.00     |                      |
|                       | 400-680-803                        | BOND FEES CY 2017              |              | 12312017   | 12/31/2017   |              | Amount       | 1,940.00             |
| 400                   | MALLETTE BROTHERS CONSTRUCTION INC | 180813                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 226.80       |                      |
|                       | 400-651-585                        | 7.56 RAP TN                    |              | 19531      | 01/04/2018   |              | Amount       | 226.80               |
| 400                   | SOUTHERN WATERWORKS SUPPLY INC     | 180822                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 1,012.79     |                      |
|                       | 400-651-581                        | #4 METER LOCKS W/CAP (100)     |              | 73160      | 01/09/2018   | 180298       | Amount       | 473.00               |
|                       | 400-651-581                        | METER LID ONLY (50)            |              | 73162      | 01/08/2018   | 180327       |              | 449.79               |
|                       | 400-651-581                        | 1"X1/8" METER WASHER (300)     |              | 73162      | 01/08/2018   | 180327       |              | 90.00                |
| 400                   | CORE & MAIN LP                     | 180827                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 10,217.30    |                      |
|                       | 400-651-584                        | 3" PVC S80 MALE ADPT (10)      |              | I212199    | 12/18/2017   | 180279       | Amount       | 102.00               |
|                       | 400-651-584                        | 4" PVC S80 MALE ADPT (10)      |              | I212199    | 12/18/2017   | 180279       |              | 181.40               |
|                       | 400-651-584                        | 3" SCH80 PVC PIPE PE 20' (20)  |              | I212199    | 12/18/2017   | 180279       |              | 68.80                |
|                       | 400-651-581                        | 1" SCH80 PVC PIPE PE 20' (20)  |              | I212199    | 12/18/2017   | 180279       |              | 96.40                |
|                       | 400-651-584                        | 3" PVC CL200 REPR CPLG (10)    |              | I212199    | 12/18/2017   | 180279       |              | 168.00               |
|                       | 400-651-584                        | 4" PVC CL200 REPR CPLG (10)    |              | I212199    | 12/18/2017   | 180279       |              | 302.20               |
|                       | 400-651-584                        | 4" PVC S80 FEM ADPT (10)       |              | I250831    | 12/19/2017   | 180279       |              | 323.50               |
|                       | 400-651-581                        | ECLIPSE HYDRANT FLUSHER (5)    |              | I256514    | 12/22/2017   | 180301       |              | 8,625.00             |
|                       | 400-651-581                        | LOCKING DEVICE (5)             |              | I256514    | 12/22/2017   | 180301       |              | 350.00               |
| 400                   | POULOS HEBERT AND ASSOCIATES       | 180828                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 1,000.00     |                      |
|                       | 400-650-698                        | APPRAISAL: 2.62 AC CARTER RD   |              | C-17-23    | 11/16/2017   | 171223       | Amount       | 1,000.00             |
| 400                   | J H WRIGHT & ASSOCIATES INC        | 180830                         | 01/16/2018   | 01/09/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 9,955.00     |                      |
|                       | 400-651-584                        | SINGLE PHASE VOTAGE RELAY (3)  |              | 403250     | 11/07/2017   | 180126       | Amount       | 240.00               |
|                       | 400-651-767                        | M112 WIRELESS ALARM SYSTEM (5) |              | 404393     | 01/08/2018   | 180300       |              | 7,000.00             |
|                       | 400-651-767                        | M651 WET WELL MODULE (5)       |              | 404393     | 01/08/2018   | 180300       |              | 875.00               |
|                       | 400-651-767                        | 1 YEAR SERVICE PACKAGE (5)     |              | 404393     | 01/08/2018   | 180300       |              | 1,740.00             |
|                       | 400-651-767                        | FREIGHT                        |              | 404393     | 01/08/2018   | 180300       |              | 100.00               |
| 400                   | CITY OF GAUTIER                    | 180831                         | 01/16/2018   | 01/10/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 205,847.42   |                      |
|                       | 400-000-104                        | NOV 2017 GARBAGE PMTS          |              | 11302017   | 11/30/2017   |              | Amount       | 101,816.17           |
|                       | 400-000-104                        | DEC 2017 GARBAGE PMTS          |              | 12312017   | 12/31/2017   |              |              | 104,031.25           |
| 400                   | CREDIT CARD CENTER                 | 180837                         | 01/16/2018   | 01/10/2018 |              |              |              |                      |
|                       | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | 129.99       |                      |
|                       | 400-650-500                        | LANIER TONER CART BK           |              | 12072017   | 12/08/2017   |              | Amount       | 129.99               |
| FUND TOTAL 400 Claims | to                                 | Checks                         | 17 Total     | 591,789.98 | Manual       | Held         | Total        | 591,789.98           |

| Fund                  | Name of Claimant           | Trans #                   | Release Date | Claim Date       | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|----------------------------|---------------------------|--------------|------------------|--------------|--------------|--------------|----------------------|
| 404                   | DELTA SANITATION OF MS LLC | 180772                    | 01/16/2018   | 01/08/2017       |              |              | 82,611.95    |                      |
|                       | Account Number             | Description               |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                       | 404-677-693                | DEC 2017 RES GARBAGE SERV |              | 0000883698       | 12/31/2017   |              |              | 80,097.83            |
|                       | 404-677-693                | DEC 2017 CART RENTAL      |              | 0000883698       | 12/31/2017   |              |              | 2,262.92             |
|                       | 404-677-693                | DEC 2017 COM CART RENTAL  |              | 0000883698       | 12/31/2017   |              |              | 251.20               |
| 404                   | APPLEWHITE INDUSTRIES INC  | 180811                    | 01/16/2018   | 01/09/2018       |              |              | 264.00       |                      |
|                       | Account Number             | Description               |              | Invoice #        | Date         | P.O.         | Amount       |                      |
|                       | 404-677-695                | DEC 2017 88 @ 3.00        |              | 3243             | 12/31/2017   |              |              | 264.00               |
| FUND TOTAL 404 Claims | to                         | Checks                    | 2 Total      | 82,875.95 Manual |              | Held         | Total        | 82,875.95            |

Release date from 01/16/2018 thru 01/16/2018

## SUMMARY OF ALL FUNDS

|                     |    |        |          |                   |                   |       |                  |
|---------------------|----|--------|----------|-------------------|-------------------|-------|------------------|
| FUND 1 Claims       | to | Checks | 53 Total | 167,979.48 Manual | Held              | Total | 167,979.48       |
| FUND 20 Claims      | to | Checks | 1 Total  | 46,323.96 Manual  | Held              | Total | 46,323.96        |
| FUND 50 Claims      | to | Checks | 1 Total  | 150.00 Manual     | Held              | Total | 150.00           |
| FUND 130 Claims     | to | Checks | 1 Total  | 88,159.38 Manual  | Held              | Total | 88,159.38        |
| FUND 171 Claims     | to | Checks | 1 Total  | 4,550.00 Manual   | Held              | Total | 4,550.00         |
| FUND 176 Claims     | to | Checks | 6 Total  | 2,607.51 Manual   | Held              | Total | 2,607.51         |
| FUND 300 Claims     | to | Checks | 1 Total  | 13,100.00 Manual  | Held              | Total | 13,100.00        |
| FUND 400 Claims     | to | Checks | 17 Total | 591,789.98 Manual | Held              | Total | 591,789.98       |
| FUND 404 Claims     | to | Checks | 2 Total  | 82,875.95 Manual  | Held              | Total | 82,875.95        |
| Total for all Funds |    |        |          | Checks 83 Total   | 997,536.26 Manual | Held  | Total 997,536.26 |

City Attorney Josh Danos presented revisions to the December 19, 2017 Minutes:

1. Page 5 – Councilwoman Martin seconded the motion (correct spelling of Martin).
2. Page 9 – Councilwoman Martin seconded the motion (correct spelling of Martin).
3. Page 43 – Council Vaughan made the motion to approve the UDO Amendments as presented. Councilwoman Martin seconded the motion.

Councilman Vaughan amended the motion (add amended motion).

4. Page 113 – Councilman Anderson seconded the motion.

Councilman Colledge made the motion to approve the December 19, 2018 Minutes with corrections proposed by Staff, including any grammatical errors that maybe encountered thereafter. 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 009-2018**

**WHEREAS**, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the December 19, 2017 Recessed Meeting Minutes with corrections proposed by Staff, including any grammatical errors that maybe encountered thereafter 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 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

Councilwoman Martin made the motion to approve Consent Agenda Items 1-11 and 13, as presented. Councilman Jackson 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 010-2018**

**WHEREAS**, all item listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 and 13 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 **Councilwoman Martin** seconded by **Councilman Jackson** and the following vote was recorded:

**AYES:**        **Phil Torjusen**  
                  **Mary Martin**  
                  **Cameron Colledge**  
                  **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 January 16, 2018.

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

**RESOLUTION APPROVING SPONSORSHIP OF GAUTIER MEN'S CLUB  
PARADE TO BE HELD ON FEBRUARY 3, 2018**

**RESOLUTION NUMBER 004-2018**

**WHEREAS**, the Gautier Men's Club has requested that the City sponsor its annual Mardi Gras Parade to be held on February 3, 2018; and

**WHEREAS**, the sponsorship costs \$900.00, in addition to provision of certain city services; and

**WHEREAS**, the sponsorship includes advertisement of City resources and allows the Gautier Police Department to lead the parade; and

**WHEREAS**, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

**WHEREAS**, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

**IT IS THEREFORE ORDERED** that the sponsorship of the Gautier Men's Club Mardi Gras Parade in the amount of \$900.00 is hereby authorized.

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

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

|              |                                                                                                                                    |
|--------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>AYES:</b> | <b>Phil Torjusen<br/>Mary Martin<br/>Cameron George<br/>Richard Jackson<br/>Casey Vaughan<br/>Rusty Anderson<br/>Adam Colledge</b> |
|--------------|------------------------------------------------------------------------------------------------------------------------------------|

|              |             |
|--------------|-------------|
| <b>NAYS:</b> | <b>None</b> |
|--------------|-------------|

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** January 9, 2017  
**Subject:** 2018 Gautier Mardi Gras Parade Request

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**REQUEST:**

The Recreation Department requests City Council approval of a sponsorship request from the Gautier Men's Club in the amount of \$900.00 for the 28th Annual Gautier Mardi Gras Parade.

**BACKGROUND:**

The Gautier Men's Club's 28th Annual Mardi Gras Parade will be held on Saturday, February 3<sup>rd</sup> at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

**DISCUSSION:**

The Mardi Gras Parade organizers have submitted a request for sponsorship of the 28th Annual Gautier Men's club Mardi Gras parade. Municipalities may set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality. This year the Gautier Men's Club has made positive changes and now includes a block party in an effort to grow the Mardi Gras Parade and bring a revitalized spirit to the City of Gautier.

**RECOMMENDATION:**

The Recreation Department recommends that City Council authorize the sponsorship request from the Gautier Men's Club in the amount of \$900.00 for the 28th Annual Gautier Mardi Gras Parade as the City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve the sponsorship request from the Gautier Men's Club in the amount of \$900.
- 2) Not approve the sponsorship request from the Gautier Men's Club in the amount of \$900.

**ATTACHMENT(S):**

Special Event Application  
Certificate of Insurance



# CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

## Event Information:

Date of Event February 3, 2018 Day or Week Saturday Starting Time 7:00 AM/PM

Ending Time: 11:30/12:00 AM/PM Proposed Location of the Event: William Payne Adams Blvd. W to Dolphin to Gautier-Vancleave to Hwy. 90 W to Dolphin to William Payne Adams Blvd.

Describe the type of event to be conducted: Mardi Gras Parade & Block Party

## Reason for Event, Demonstration or March:

To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. In addition, purchased a sponsorship for the Gautier Men's Club Mardi Gras Parade.

If Event includes a city property or streets, give proposed route:

| (Street)                                                                                                                         | (Direction Turn) | (Street)                  |
|----------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|
| 1. William Payne Adams Blvd.                                                                                                     | left             | Dolphin Dr. (North);      |
| 2. Turn right on Gautier-Vancleave Rd. (South);                                                                                  | right            | Highway 90 W;             |
| 3. Turn right on Dolphin Dr. (North)                                                                                             | left             | William Payne Adams Blvd. |
| 4.                                                                                                                               |                  |                           |
| 5. Block Party Location: William Payne Adams Blvd. & Dolphin Dr. (roundabout area) The Band Float will park North of roundabout. |                  |                           |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

## Applicant Information:

### Organization:

Name: Gautier Men's Club Phone: ( 228 ) 217-9464

Address: 3501 Shamrock Ct. Gautier, MS 39553  
City State Zip

Type of Organization: Civic Profit: Non-Profit Federal ID#  
(Religious, Civic, Social, Etc.)

## Individual Making Application for Organization:

Name: Kelly Novak Phone (Home): ( 228 ) 357 - 0298

Address: 3501 Shamrock Ct. Phone (Work): ( ) -

City: Gautier State: MS Zip Code: 39553

Position with Organization: Parade Chairman

## Individual(s) Responsible for keeping order and maintenance:

Name: Kelly Novak Phone (H): ( 228 ) 357 - 0298 (W) ( ) -

Name: Phone (W): ( ) - (W) ( ) -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

## Requirements of Applicant:

☒ Security ☐ Clean up During Event ☐ Staging  
☒ Traffic Direction ☒ Clean up After Event ☐ Fencing  
☒ Barricades ☒ Trash Receptacles/Bag ☐ Other  
☒ Set Up Barricades

In applying for this permit, I the undersigned, as the responsible individual of the above named organization, AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: \_\_\_\_\_

Kelly Novak, Parade Chairman

Date: 12/19/2017

FOR OFFICE USE ONLY

Date Rec'd: 12/20/17 Received By: [Signature]

Event has been: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Approval/Disapproval Authority \_\_\_\_\_

Date: \_\_\_\_\_

11/28/2017



RE: Gautier Men's Club Mardi Gras Night Parade

From: Gautier Men's Club  
To: City Of Gautier

I wanted to thank the City of Gautier and City Council for the support you have shown the Gautier Men's Club, and the Gautier Mardi Gras Night Parade over the years.

This year we have made some positive changes to the Mardi Gras Parade in effort to grow our parade and bring a revitalized spirit to Mardi Gras to the City of Gautier.

The Gautier Night Parade is scheduled for Feb 3<sup>rd</sup> 2018. We are providing the following request for services for this years parade:

**Requested City Support**

- Purchase of a sponsorship in the amount of \$900
- Organization Budget:
  - Insurance Binder \_\_\_\_\_ (est. \$1200 )
  - Judges Stands \$200
  - Trophies \$250 (3 for Floats, 3 for H.S. Marching Bands )
  - Float Numbers & Site Layout Materials \$150
  - Featured Entertainment \$2000
  - Advertising \$1000
  - High School Marching Band assistance \$1400 (\$200 per)
- Ensure the parade route is verified and all agencies are notified the roadways will be closed
- Ensure Law Enforcement support is available to lead the parade, traffic control, crowd control along the parade route and roundabout area until 11:30pm
- Provide an area designated for Senior Citizens and Disabled Persons
- Provide portable toilets along the parade route and in the roundabout area
- Clean Up after the parade
- Assistance in promoting the parade

Thank you again, and in advance, for your continued support of the Gautier Night Parade!

Sincerely,

Kelly Novak  
2018 Parade Chairman  
228.357.0298  
GautierNightParade@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

Fax: (228) 497-1038

DATE (MM/DD/YYYY)

01/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                   |                                               |                                              |               |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|---------------|
| <b>PRODUCER</b><br>Beacon Insurance Services, Inc.<br>1009 Howard Avenue<br>Biloxi, MS 39530<br>License #: 205172 | <b>CONTACT NAME:</b> Karleen Morgan           | <b>FAX (A/C, No):</b> (228)374-0068          |               |
|                                                                                                                   | <b>PHONE (A/C, No, Ext):</b> (228)374-0067    | <b>E-MAIL ADDRESS:</b> karleen@beaconins.biz |               |
| <b>INSURED</b><br>David Wooten<br>DBA: Gautier Men's Club<br>PO Box 185<br>Gautier, MS 39553                      | <b>INSURER(S) AFFORDING COVERAGE</b>          |                                              | <b>NAIC #</b> |
|                                                                                                                   | <b>INSURER A:</b> Fireman's Fund Insurance Co |                                              |               |
|                                                                                                                   | <b>INSURER B:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER C:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER D:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER E:</b>                             |                                              |               |
| <b>INSURER F:</b>                                                                                                 |                                               |                                              |               |

**COVERAGES****CERTIFICATE NUMBER:** 00000000-110461**REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | TBA           | 02/03/2018              | 02/04/2018              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ <b>50,000</b><br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$<br>OTHER \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                        |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER \$                                                                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                              |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>OTHER \$                                                                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PARADE SPECTATOR LIABILITY ONLY (DOES NOT INCLUDE THROW LIABILITY)**

Certificate Holder is also Additional Insured in Regard to GL

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                     |                                                                                                                                                                |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Gautier<br>3330 Hwy 90<br>P O BOX 670<br>Gautier, MS 39553- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                     | AUTHORIZED REPRESENTATIVE<br><br>(KBM)                                                                                                                         |

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

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC  
CONTROL MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL  
EVENT PERMIT SUBMITTED BY THE GAUTIER MEN'S CLUB ON  
DECEMBER 19, 2017**

**RESOLUTION NUMBER 005-2018**

**WHEREAS**, the Gautier Men's Club has made a request for road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit submitted on December 19, 2017; and

**WHEREAS**, the purpose of the road closure is to conduct a Mardi Gras parade and block party; and

**WHEREAS**, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

**WHEREAS**, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

**WHEREAS**, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

**WHEREAS**, based on the application submitted by the Gautier Men's Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of William Payne Adams Blvd., Dolphin Ave., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit dated December 19, 2017 is hereby approved.

**BE IT, FURTHER RESOLVED** that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

The motion to approve the foregoing resolution was made by **Councilwoman Martin** seconded by **Councilman Jackson** 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 16th day of January, 2018.

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**PHIL TORJUSEN, MAYOR**

**ATTEST:**

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**CITY CLERK**

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** January 9, 2017  
**Subject:** 2018 Gautier Mardi Gras Parade & Block Party Request

---

**REQUEST:**

The Recreation Department requests City Council approval of a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vanceleave Rd., and Highway 90 as more fully described in the attached application for special permit submitted on December 19, 2017.

**BACKGROUND:**

The Gautier Men's Club's 28th Annual Mardi Gras Parade will be held on Saturday, February 3<sup>rd</sup> at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

**DISCUSSION:**

The Mardi Gras Parade organizers have submitted an application for special event permit for the Annual Gautier Men's club Mardi Gras parade and Block Party. This year the Gautier Men's Club has made positive changes and now includes a block party in an effort to grow the Mardi Gras Parade and bring a revitalized spirit to the City of Gautier.

**RECOMMENDATION:**

The Recreation Department recommends that City Council approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vanceleave Rd., and Highway 90 as more fully described in an application for special permit submitted on December 19, 2017. The City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vanceleave Rd., and Highway 90.
- 2) Not approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vanceleave Rd., and Highway 90.

**ATTACHMENT(S):**

Special Event Application  
Certificate of Insurance



# CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

## Event Information:

Date of Event February 3, 2018 Day or Week Saturday Starting Time 7:00 AM/PM

Ending Time: 11:30/12:00 AM/PM Proposed Location of the Event: William Payne Adams Blvd. W to Dolphin to Gautier-Vancleave to Hwy. 90 W to Dolphin to William Payne Adams Blvd.

Describe the type of event to be conducted: Mardi Gras Parade & Block Party

## Reason for Event, Demonstration or March:

To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. In addition, purchased a sponsorship for the Gautier Men's Club Mardi Gras Parade.

If Event includes a city property or streets, give proposed route:

| (Street)                                                                                                                         | (Direction Turn) | (Street)                  |
|----------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------|
| 1. William Payne Adams Blvd.                                                                                                     | left             | Dolphin Dr. (North);      |
| 2. Turn right on Gautier-Vancleave Rd. (South);                                                                                  | right            | Highway 90 W;             |
| 3. Turn right on Dolphin Dr. (North)                                                                                             | left             | William Payne Adams Blvd. |
| 4.                                                                                                                               |                  |                           |
| 5. Block Party Location: William Payne Adams Blvd. & Dolphin Dr. (roundabout area) The Band Float will park North of roundabout. |                  |                           |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

## Applicant Information:

### Organization:

Name: Gautier Men's Club Phone: ( 228 ) 217-9464

Address: 3501 Shamrock Ct. Gautier, MS 39553  
City State Zip

Type of Organization: Civic Profit: Non-Profit Federal ID#  
(Religious, Civic, Social, Etc.)

## Individual Making Application for Organization:

Name: Kelly Novak Phone (Home): ( 228 ) 357 - 0298

Address: 3501 Shamrock Ct. Phone (Work): ( ) -

City: Gautier State: MS Zip Code: 39553

Position with Organization: Parade Chairman

## Individual(s) Responsible for keeping order and maintenance:

Name: Kelly Novak Phone (H): ( 228 ) 357 - 0298 (W) ( ) -

Name: Phone (W): ( ) - (W) ( ) -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

## Requirements of Applicant:

☒ Security ☐ Clean up During Event ☐ Staging  
☒ Traffic Direction ☒ Clean up After Event ☐ Fencing  
☒ Barricades ☒ Trash Receptacles/Bag ☐ Other  
☒ Set Up Barricades

In applying for this permit, I the undersigned, as the responsible individual of the above named organization, AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: \_\_\_\_\_

Kelly Novak, Parade Chairman

Date: 12/19/2017

FOR OFFICE USE ONLY

Date Rec'd: 12/29/17 Received By: K. Reddix

Event has been: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

Approval/Disapproval Authority \_\_\_\_\_

Date: \_\_\_\_\_

11/28/2017



RE: Gautier Men's Club Mardi Gras Night Parade

From: Gautier Men's Club  
To: City Of Gautier

I wanted to thank the City of Gautier and City Council for the support you have shown the Gautier Men's Club, and the Gautier Mardi Gras Night Parade over the years.

This year we have made some positive changes to the Mardi Gras Parade in effort to grow our parade and bring a revitalized spirit to Mardi Gras to the City of Gautier.

The Gautier Night Parade is scheduled for Feb 3<sup>rd</sup> 2018. We are providing the following request for services for this years parade:

**Requested City Support**

- Purchase of a sponsorship in the amount of \$900
- Organization Budget:
  - Insurance Binder \_\_\_\_\_ (est. \$1200 )
  - Judges Stands \$200
  - Trophies \$250 (3 for Floats, 3 for H.S. Marching Bands )
  - Float Numbers & Site Layout Materials \$150
  - Featured Entertainment \$2000
  - Advertising \$1000
  - High School Marching Band assistance \$1400 (\$200 per)
- Ensure the parade route is verified and all agencies are notified the roadways will be closed
- Ensure Law Enforcement support is available to lead the parade, traffic control, crowd control along the parade route and roundabout area until 11:30pm
- Provide an area designated for Senior Citizens and Disabled Persons
- Provide portable toilets along the parade route and in the roundabout area
- Clean Up after the parade
- Assistance in promoting the parade

Thank you again, and in advance, for your continued support of the Gautier Night Parade!

Sincerely,

Kelly Novak  
2018 Parade Chairman  
228.357.0298  
GautierNightParade@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

Fax: (228) 497-1038

DATE (MM/DD/YYYY)

01/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                   |                                               |                                              |               |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------|---------------|
| <b>PRODUCER</b><br>Beacon Insurance Services, Inc.<br>1009 Howard Avenue<br>Biloxi, MS 39530<br>License #: 205172 | <b>CONTACT NAME:</b> Karleen Morgan           | <b>FAX (A/C, No):</b> (228)374-0068          |               |
|                                                                                                                   | <b>PHONE (A/C, No, Ext):</b> (228)374-0067    | <b>E-MAIL ADDRESS:</b> karleen@beaconins.biz |               |
| <b>INSURED</b><br>David Wooten<br>DBA: Gautier Men's Club<br>PO Box 185<br>Gautier, MS 39553                      | <b>INSURER(S) AFFORDING COVERAGE</b>          |                                              | <b>NAIC #</b> |
|                                                                                                                   | <b>INSURER A:</b> Fireman's Fund Insurance Co |                                              |               |
|                                                                                                                   | <b>INSURER B:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER C:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER D:</b>                             |                                              |               |
|                                                                                                                   | <b>INSURER E:</b>                             |                                              |               |
| <b>INSURER F:</b>                                                                                                 |                                               |                                              |               |

**COVERAGES****CERTIFICATE NUMBER:** 00000000-110461**REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | TBA           | 02/03/2018              | 02/04/2018              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ <b>50,000</b><br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$<br>OTHER \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY                 |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER \$                                                                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                              |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>OTHER \$                                                                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                            |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**PARADE SPECTATOR LIABILITY ONLY (DOES NOT INCLUDE THROW LIABILITY)**

Certificate Holder is also Additional Insured in Regard to GL

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                     |                                                                                                                                                                |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Gautier<br>3330 Hwy 90<br>P O BOX 670<br>Gautier, MS 39553- | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                     | AUTHORIZED REPRESENTATIVE<br><br>(KBM)                                                                                                                         |

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

**ORDER NUMBER 011-2018**

**WHEREAS**, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for December 2017 is hereby received.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

# City of Gautier

## Business Registry

### December 2017

| <u>ACCOUNT#</u> | <u>LICENSE #</u> | <u>BUSINESS NAME/OWNER</u>            | <u>AMOUNT</u> |
|-----------------|------------------|---------------------------------------|---------------|
| 139             | 2018-12-0005688  | Blue Jay Trailer Park                 | \$20.00       |
| 149             | 2018-12-0005689  | Jack C. Goe                           | \$20.00       |
| *****802        | 2018-11-0005690  | Dallas Flint Consulting               | \$22.00       |
| *****126        | 2018-11-0005691  | Sweet Tooth Bakery                    | \$20.00       |
| *****1244       | 2018-11-0005692  | McNarb Gaming                         | \$20.00       |
| *****1243       | 2018-11-0005693  | Bargain Furniture                     | \$20.00       |
| *****134        | 2018-11-0005694  | United Parcel Service                 | \$87.00       |
| *****1105       | 2018-11-0005695  | Crystal Visions Media                 | \$22.00       |
| 158             | 2018-18-0005696  | Mallette Bros. Constrution            | \$150.00      |
| *1455           | 2018-12-0005697  | Blair's Diner                         | \$30.00       |
| *****84         | 2018-11-00005698 | DJ's Automotive                       | \$22.00       |
| 166             | 2018-12-0005699  | Southern Hideaway Estates             | \$20.00       |
| 438             | 2018-12-0005700  | Vision Painting & Construction        | \$20.00       |
| 179             | 2018-12-0005701  | Vulcan Construction Materials         | \$300.00      |
| *****998        | 2018-07-0005702  | Hanger Prosthetic & Orthodontics Inc  | \$22.80       |
| *****917        | 2018-05-0005703  | H&R Cabinets                          | \$23.20       |
| *1456           | 2018-12-0005704  | BarnLight Property Solutions LLC      | \$20.00       |
| *****1379       | 2018-08-0005705  | Bienville Orthopedic Specialists LLC  | \$166.50      |
| *****152        | Closed           | Cash for Titles, Inc.                 | Closed        |
| *****128        | 2018-11-0005706  | Samantha Taylor- Taylor & Co.         | \$22.50       |
| 809             | 2018-12-0005707  | Cash, Inc.                            | \$20.00       |
| *****1359       | 2018-03-0005708  | S&S Mechanical LLC                    | \$23.60       |
| *****1288       | 2018-11-0005709  | munity Services for Vision Rehabilita | \$22.00       |
| 754             | 2018-12-0005710  | Digital Enterprises                   | \$20.00       |
| *1457           | 2018-122-0005711 | Mississippi Mosquito Control LLC      | \$30.00       |
| 150             | 2018-12-0005712  | Flowers by Evelyn/ T&E Apparel        | \$20.00       |

|              |                 |                                     |                   |
|--------------|-----------------|-------------------------------------|-------------------|
| *1458        | 2018-12-0005713 | Champion Towing Inc.                | \$20.00           |
| *****1387    | 2018-10-0005714 | Spanish Trail Lanes                 | \$56.61           |
| 1393         | 2018-12-0005715 | Rita's Wholesale                    | \$20.00           |
| 1392         | 2018-12-0005716 | Tolbert's Genie Bottle              | \$15.00           |
| 1398         | 2018-12-0005717 | Harwell's A/C Installation & Repair | \$20.00           |
| 892          | 2018-12-0005718 | ield Means Jr./ DBA AME Enterptises | \$20.00           |
| <b>Total</b> |                 |                                     | <b>\$1,315.21</b> |

|       |                            |    |
|-------|----------------------------|----|
| *     | New Business               | 4  |
| **    | Slot Amusement             | 0  |
| ***   | Due Refund                 | 0  |
| ****  | Transient Vendor           | 0  |
| ***** | Closed Business            | 1  |
| ***** | Delinquent Renewals Issued | 14 |

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

**ORDER NUMBER 012-2018**

**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;

**WHEREAS**, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

**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 January 2018 in the amount of \$16,198.49 is hereby approved.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

| JANUARY 2018 UTILITY ADJUSTMENTS        |               |                  |                 |       |       |                     |                          |
|-----------------------------------------|---------------|------------------|-----------------|-------|-------|---------------------|--------------------------|
| THESE FOLLOW POLICY/ RECOMMEND APPROVAL |               |                  |                 |       |       |                     |                          |
| ACCT #                                  | WATER         | SEWER            | LATE<br>CHARGE  | GARB. | TAX   | TOTAL<br>ADJUSTMENT | REASON FOR<br>ADJUSTMENT |
| 001-00101-000                           |               | 3,200.85         |                 |       |       | 3,200.85            | WATER LEAK               |
| 001-07351-000                           |               | 604.13           | 210.00          |       |       | 814.13              | WATER LEAK               |
| 004-20041-000                           |               | 148.23           |                 |       |       | 148.23              | WATER LEAK               |
| 005-12101-003                           |               | 57.16            | 175.00          |       |       | 232.16              | WATER LEAK               |
| 011-22701-000                           |               | 302.67           | 105.00          |       |       | 407.67              | WATER LEAK               |
| 015-22701-000                           |               | 111.06           | 210.00          |       |       | 321.06              | WATER LEAK               |
| 016-09001-010                           |               | 84.51            | 70.00           |       |       | 154.51              | WATER LEAK               |
| 020-56401-003                           |               | 620.82           | 70.00           |       |       | 690.82              | WATER LEAK               |
| 021-09901-000                           |               | 457.36           | 140.00          |       |       | 597.36              | WATER LEAK               |
| 025-10351-000                           |               | 37.76            |                 |       |       | 37.76               | WATER LEAK               |
| 031-11501-000                           | 144.67        | 153.18           | 175.00          |       |       | 472.85              | POLICE REPORT            |
| 033-05801-000                           |               | 753.03           |                 |       |       | 753.03              | WATER LEAK               |
| 035-15301-001                           |               | 585.89           | 175.00          |       |       | 760.89              | WATER LEAK               |
| 046-09301-002                           | 66.05         | 69.93            |                 |       |       | 135.98              | POLICE REPORT            |
| 047-16501-000                           |               | 76.77            |                 |       |       | 76.77               | WATER LEAK               |
| 047-37101-001                           |               | 238.33           | 35.00           |       |       | 273.33              | WATER LEAK               |
| 050-00501-001                           |               | 711.73           | 175.00          |       |       | 886.73              | WATER LEAK               |
| 053-23551-000                           |               | 1,070.37         | 175.00          |       | 12.25 | 1,257.62            | WATER LEAK               |
| 056-19101-000                           | 85.86         | 90.90            | 35.00           |       | 2.45  | 214.21              | POLICE REPORT            |
| 074-03901-000                           |               | 47.73            |                 |       |       | 47.43               | WATER LEAK               |
| 089-01001-001                           |               | 157.32           |                 |       |       | 157.32              | WATER LEAK               |
| 092-12301-000                           |               | 849.98           | 140.00          |       |       | 989.98              | WATER LEAK               |
| 095-12301-003                           |               | 222.85           | 245.00          |       |       | 467.85              | WATER LEAK               |
| 113-25701-000                           |               | 109.62           | 140.00          |       |       | 249.62              | WATER LEAK               |
| 116-04801-000                           |               | 168.84           |                 |       |       | 168.84              | WATER LEAK               |
| 116-32001-000                           |               | 451.26           | 245.00          |       |       | 696.26              | WATER LEAK               |
| 125-13201-001                           |               | 1,508.13         | 105.00          |       |       | 1,613.13            | WATER LEAK               |
| 130-09301-002                           |               | 55.98            |                 |       |       | 55.98               | WATER LEAK               |
| 139-26201-001                           |               | 155.52           | 175.00          |       |       | 330.52              | WATER LEAK               |
| <b>TOTAL</b>                            | <b>296.58</b> | <b>13,101.91</b> | <b>2,800.00</b> |       |       | <b>16,198.49</b>    |                          |

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

**ORDER NUMBER 013-2018**

**WHEREAS**, the Police Department has a large volume of private and confidential paperwork which must be shredded every month; and

**WHEREAS**, the Police Department does not have the ability to efficiently dispose of this information; and

**WHEREAS**, ACE DATA STORAGE, Inc. offers performs these and other services as further outlined in the attached business service agreement; and

**WHEREAS**, the Mayor and Members of the Council find that entering this business service agreement is in the best interests of the City;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the business services agreement with ACE DATA STORAGE, Inc., containing a monthly fee of \$65.00 for document shredding and other services is hereby approved and authorized.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Jackson** 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 January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Sherry Farabee, Purchasing Agent  
**Date:** 01/09/2018  
**Subject:** Approval of a Business Service Agreement with ACE DATA STORAGE, Inc.

---

**REQUEST:**

City Council approval is requested for a business service agreement with ACE DATA STORAGE, Inc for document shredding to include 3 containers and monthly pickup for the Police Department. The service agreement fee will be \$65.00 per month.

**BACKGROUND:**

The Police Department has small manual shredders at this time and a large volume of paperwork to be shredded each month.

**DISCUSSION:**

The large volume of paperwork that needs to be shredded is more then the manual shredders can handle. The paperwork needs to be shredded to keep information private and confidential. There was a second quote obtained from Shred-it and the cost was \$75.60 per month.

**RECOMMENDATION:**

The Police Department recommends the City Council approve the shredding agreement with ACE DATA STORAGE, Inc for \$65.00 per month.

**ATTACHMENTS:**

1. ACE DATA STORAGE, Inc Quote
2. Shred-it quote



# ACE DATA STORAGE

## SHREDDING & STORAGE

ACE DATA STORAGE, Inc. has been trusted for over 25 years  
in the records management and document shredding industry.  
We maintain our reputation for excellence by exceeding  
customers' expectations with every service performed.

### City of Gautier

- Recurring service to ensure compliance is always being met (weekly, monthly, etc.)
- Secure containers with lock and key are provided to customers free of charge (optional)
- On-Site and Off-Site options are both available.
- Screened personnel retrieve material from location
- ACE Data Storage provides a Certificate of Destruction following each service

### Scheduled Shred:

|                              |                         |                              |
|------------------------------|-------------------------|------------------------------|
| Per<br>location<br>Bimonthly | 1 <sup>st</sup> Console | \$35.00 per pickup Monthly   |
|                              | 1 <sup>st</sup> Console | \$50.00 per pickup Bimonthly |
|                              | 1 <sup>st</sup> Console | \$65.00 per pickup Quarterly |
|                              | Each Additional Console | \$15.00 per pickup           |



*Katie M. Ellis*

Director of Marketing & Business Development  
Ace Data Storage, Inc.

11/21/17

Date

### PLEASE SIGN BELOW

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## ACE'S SUPERIOR SERVICES

### RECORDS MANAGEMENT

Hard Copy storage- climate/non-climate controlled

Media storage - climate controlled

Microfilm storage - climate controlled

Computer indexing and management

Bar-coded tracking system

Reports sent to customer via e-mail

Retrieval/Refiling service - box or document

Interfiling service

Packing and file conversion service

Daily pickup/delivery service

Rush delivery

Emergency 24-hour access

Box indexing

File indexing

Requests taken via phone, e-mail or fax



### DOCUMENT DESTRUCTION & RECYCLED

Confidential and secure document destruction

On-site and off-site document shredding

Scheduled or on-call pickup/delivery service

Lockable collection containers

Certificate of destruction

Yearly purging of outdated or inactive file

Hard Drive Destruction



## CONTACT INFORMATION

| NAME           | POSITION           | NUMBER       | EMAIL                      |
|----------------|--------------------|--------------|----------------------------|
| Katie Ellis    | Marketing & Sales  | 228.223.9963 | Katie@acedatastorage.com   |
| Josh Fulton    | Operations Manager | 228.864.6223 | josh@acedatastorage.com    |
| Jessica Fulton | Billing Analyst    | 228.864.6223 | jessica@acedatastorage.com |



## CUSTOMER SERVICE AGREEMENT REGULAR SERVICE

**Branch Address:**

Mobile, 4476 Laughlin Dr South, Mobile, AL, 36693, USA

### Client Information

**Sold To Location:**

**Company Name:** City of Gautier Police Department  
**Address:** 3329 US-90

**Tel:** 228-497-8000

**Fax:**

**City:** Gautier

**State/Province:** MS

**Zip:** 39553

### Regular Service

| Minimum Type   | Minimum Product                            | Includes | Unit Price |
|----------------|--------------------------------------------|----------|------------|
| Additive (and) | OFF-SITE REGULAR SERVICE - Container - Std | 2        | \$63.00    |

**Service Type:** Off-Site

**Service Frequency:** Every 4  
Weeks

**Collection Type:** Floor

**Fuel/Env. Surcharge:** Yes

**Notes:**

*Service commences at installation.*

### Pricing Per Unit

| Description | Container Type  | Quantity | Unit Price |
|-------------|-----------------|----------|------------|
| Containers  | Container - Std |          | \$12.60    |

### Payment Details

**Payment Method:** Check

(do not collect credit card information, branch will follow up)

**PO# Required:** No

**PO#:**

**Blanket:** No

**Liable for Tax:** Yes

(check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it District Operations Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

**I have read and agree to the Terms and Conditions on the following page:**

**Shred-it USA LLC. ("Shred-it")**

**Company:** City of Gautier Police Department

DocuSigned by:

**Signed:**

*Courtney Setterstrom*

BF4E4C70C6144D9...

**Signed**

**Print Name:** Courtney Setterstrom

**Print Name:**

**Position:** Sales Executive

**Position:**

**Date:** 11/22/2017

**Date:**

V2 08/ /

## Terms & Conditions of Shred-it Customer Service Agreement

Shred-it USA LLC ("Shred-it"), its successors and assigns, and Customer, and its successors and assigns, hereby agree to the following:

- 1. Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- 2. Shred-it Services.** Shred-it will be the exclusive provider of the following services to Customer at all of its locations:
  - (a) Shred-it will provide all containers and other related equipment on Customer's premises for the collection and storage of all of Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM"). The number of containers will be determined by Shred-it in its discretion after discussions with Customer. Subject to the Schedule, additional containers may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
  - (b) Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process").
  - (c) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
  - (d) An authorized representative of Customer may, at any time, inspect the Destruction Process.
  - (e) Shred-it will recycle or otherwise dispose of the CCM.
- 3. Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Customer may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.
- 4. Consoles & Equipment.** Containers and any other equipment ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- 5. Service Fee.** Customer will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if the Customer's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In subsequent years of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fee to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Customer, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Customer. Any rejection by Customer to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.
- 6. Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- 7. Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- 8. Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that
  - (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion;
  - (b) notice of any surcharge may be in the form of an invoice; and
  - (c) any surcharge may, from time to time, result in additional profit for Shred-it.
- 9. Term of the Agreement.** This Agreement will remain in force for 60 Months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 60 days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Customer will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement (along with all other money due to Shred-it); and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Customer, wherever located.
- 10. Early Termination.** In the event Customer terminates this agreement without cause prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) an amount equal to 50% of the Service Fees due for the remaining term of the Agreement; and (c) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Customer for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).
- 11. Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Customer asserting any setoffs or offsets.
- 12. Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 13. Prohibited Acts/Compliance With Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- 14. Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the twelve month period prior to the alleged liability or breach by Shred-it. In the case of a Purge, Shred-it's liability, if any, arising from the provision of a Purge is limited to the amount of the fees received by Shred-it for the Purge. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- 15. Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
- 16. Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 6, 9-11 and 14-16. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

## Certificate Of Completion

Envelope Id: C1A3E1A689E24D5BBAA96EEA2426603F

Status: Sent

Subject: Shredit Agreement For City of Gautier Police Department

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Courtney Setterstrom

AutoNav: Enabled

courtney.setterstrom@stericycle.com

Envelopeld Stamping: Disabled

IP Address: 13.108.254.8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Courtney Setterstrom

Location: DocuSign

11/22/2017 10:56:03 AM

courtney.setterstrom@stericycle.com

## Signer Events

Courtney Setterstrom

courtney.setterstrom@stericycle.com

Stericycle Inc. - Shred it

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Courtney Setterstrom*  
BF4E4C70C6144D9...

Using IP Address: 107.77.234.108

Signed using mobile

## Timestamp

Sent: 11/22/2017 10:56:04 AM

Viewed: 11/22/2017 10:56:17 AM

Signed: 11/22/2017 10:57:13 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sherry Farabee

sfarabee@gautier-ms.gov

Security Level: Email, Account Authentication  
(None)

Sent: 11/22/2017 10:57:14 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

11/22/2017 10:57:14 AM

## Payment Events

## Status

## Timestamps

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

**ORDER NUMBER 014-2018**

**WHEREAS**, the City entered into a contract with Professional Probationary Services, Inc. in August of 2014 for provision of various services, including fine collection and probationary services; and

**WHEREAS**, the City has determined that these services are no longer required from Professional Probationary Services, Inc., and as such, termination of that agreement is in the best interest of the City; and

**WHEREAS**, pursuant to the terms of that contract, the City may terminate the agreement with or without cause upon sixty (60) days notice to Professional Probationary Services, Inc.;

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Professional Probationary Services, Inc. contract is hereby authorized; and

**IT IS FURTHER ORDERED** that written notice of such termination be provided to Professional Probationary Services, Inc. immediately; and

**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 Jackson** 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 January 16, 2018.

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

**ORDER NUMBER 015-2018**

**WHEREAS**, the City entered into a contract with Southern Financial Systems, Inc. in August of 2010 for collection services on certain specified accounts; and

**WHEREAS**, the City has determined that these services are no longer required from Southern Financial Systems, Inc., and as such, termination of that agreement is in the best interest of the City; and

**WHEREAS**, pursuant to the terms of that contract, the City may terminate the agreement with or without cause upon thirty (30) days notice to Southern Financial Systems, Inc.;

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Southern Financial Systems, Inc. contract is hereby authorized; and

**IT IS FURTHER ORDERED** that written notice of such termination be provided to Southern Financial Systems, Inc. immediately; and

**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 Jackson** 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 January 16, 2018.

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

**ORDER NUMBER 016-2018**

**WHEREAS**, the City is owed delinquent utility charges and Court fines; and

**WHEREAS**, the City requires assistance to collect these outstanding amounts;

**WHEREAS**, the City hereby finds that entering the attached contract with Alliance Collection Service, Inc. for such collection services is in the best interests of the City;

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract for collection services with Alliance Collection Service, Inc. is hereby authorized and approved; and

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Jackson** 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 January 16, 2018.

## AGREEMENT FOR COLLECTION SERVICES

Between

**Alliance Collection Service, Inc.  
P.O. Box 49 / 600 West Main Ste A  
Tupelo, MS 38802**

**&**

**City of Gautier  
3330 Highway 90  
Gautier, MS 39553**

THIS AGREEMENT (hereinafter, "Agreement") is made by and between Alliance Collection Service, Inc., a Mississippi corporation (hereinafter, "Agency" and/or "ACSI"), and the City of Gautier, MS (hereinafter, "Client"), on this \_\_\_\_<sup>th</sup> day of January, 2018.

Agency and Client are hereinafter each referred to as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, Agency provides third party debt collection services; and

WHEREAS, Client desires to retain Agency for those collection services pertaining to delinquent utility bills and delinquent municipal court fines.

NOW THEREFORE, the Parties agree to the following:

#### 1. Authorization

During the term of this Agreement, Agency covenants and agrees to use reasonable efforts to collect the accounts referred by Client. Agency further covenants and agrees to remit all proceeds to Client in accordance with the terms and conditions set forth in this Agreement. Client hereby authorizes Agency to act as Attorney in fact relative to checks, drafts, money orders, etc., received during the collection of accounts referred to Agency by Client.

In collecting on accounts referred by Client, Agency will not discriminate on the basis of race, color, religion, national origin, sex, marital status, age, source of income, or any other basis on which discrimination is prohibited by the Equal Credit Opportunity Act or other law or regulation. Client will retain ownership of all accounts to be collected pursuant to this Agreement. Without limiting the foregoing, Client will retain the exclusive and complete authority to write-off, in whole or in part, any unpaid accounts and to recall any account for which Agency has been engaged in accordance with paragraph 8 below. Agency will not sell or pledge any of the Client's accounts nor represent to any third party that it has the authority to do so.

Client authorizes Agency, at its option, to forward accounts to licensed agencies as necessary to collect in states outside Agency's primary service areas. If Agency elects to forward accounts to another licensed agency, Agency shall provide Client with the name and contact information for such other licensed agencies upon request, and Agency shall be solely responsible for: (i) any errors, omissions or violations of applicable laws by such other licensed agencies, and (ii) all costs, expenses and fees of such other licensed agencies.

2. Account Delinquency Terms

It is agreed that as provided for under Section 623 of the amended Fair Credit Reporting Act (FCRA), "Date of delinquency" will be established as the month and year of delinquency and defined for credit reporting purposes as non-payment of scheduled payments in excess of ninety (90) days. Client certifies that accounts placed for regular collections are in default status, true and accurate and will verify the date of delinquency by providing Agency with a copy of the consumer/patient financial agreement or contractual agreement with the consumer prior to placement of the initial accounts.

3. Term and Termination

The primary term for this agreement shall be for a period of two ( 2) years commencing on the signature date of this agreement by client and shall automatically renew each year on the anniversary date of this Agreement for successive terms of twelve (12) months each. Either party may terminate this agreement at any time without cause on sixty (60) days' written notice. Additionally, either Party may terminate this Agreement at any time for cause, provided the non-breaching Party has given thirty (30) days' prior written notice to the breaching Party and the breach has not been cured by breaching Party by the end of such thirty (30) day period. "Cause" shall be defined as the material breach of any term of this Agreement or material default in the Party's performance. Termination of this Agreement by either Party shall not affect the collection, enforcement or validity of any amounts owed to Agency by Client hereunder, including post-termination collection fees due to Agency by Client. This contract and any subsequent automatic renewal is subject to ratification by each newly elected City Council.

4. Collection/ Additional Fees

Client understands that Agency does not accept accounts with collection fees added and will not add additional fees to any debtor account that do not meet state and federal requirements. Client will notify Agency of any fees added to each account placed.

If Client adds fees of any kind to any collection account, those added fees must be in accordance with the laws of the state in which the client resides including state usury laws. Any added fees will be broken out into separate fields upon placement with Agency. This includes any collection fees, interest, late fees, and any other fee that must be itemized by Agency for the debtor by FTC, FDCPA and State law and/or rules and a copy of the agreement allowing said fees will be provided to Agency by Client upon request or at the time of placement of account.

5. Calculation of Agency Contingency Fees Earned:

Agency agrees to accept all collection accounts submitted by Client, and Client agrees to pay to Agency a contingency fee equal to 25% of the amount collected by Agency and/or Client with respect to accounts assigned for collection pursuant to the terms of this Agreement. Such fees will be added to the outstanding amount by the Client prior to submission to the Agency, and will be paid by the debtor. Pursuant to State law, under no circumstances shall the amount owed to the Client be reduced or diminished.

Agency will monitor Client's account activity and will perform a periodic performance review of Client's account activity.

No additional collection fees will be added by Agency to accounts placed for collection.

Agency acknowledges that its sole compensation for performing the collection services is set forth in this Section of this Agreement. Agency shall be solely responsible for all costs and expenses Agency incurs in performing the services described in this Agreement.

6. Account Handling

- a. Accounts with a balance of less than \$300.00 will be sent one letter and will then be pooled with other accounts under the same debtor or will be closed if not paid within the first thirty days. On accounts with a balance of more than \$300.00, the Agency will make the following collection efforts:
  - i. Scrub accounts for bankruptcy/death
  - ii. Send validation notice
  - iii. Attempt telephone contact
  - iv. Send necessary follow up letters
  - v. Affect consumer credit on accounts with balances over \$300.
  - vi. Determine consumer ability to pay
  - vii. Prep account for closure or forwarding to Client attorney when necessary
- b. Accounts will be placed electronically via password protected spreadsheet in email, or via spreadsheet uploaded to Agency provided FTP site..
- c. Client agrees to place and Agency agrees to accept accounts in a secure manner as to comply with all HIPAA and Privacy Rules and regulations.
- d. To the extent possible, Client will provide captured debtor/responsible party social security numbers.
- e. To the extent possible, Client will provide captured employment and/or pertinent contact information on debtors to Agency so as to allow Agency the means to contact debtors and to obtain information which will assist Agency in its collection efforts.
- f. If and when the Agency has exhausted all reasonable efforts to collect on an account as described in section 6(b), the Agency will close its file on the account, and indicate same to the Client. The Client will be provided with the file for each closed account, and at the Client's option, collection litigation may be pursued on such accounts per separate agreement with Client's attorney. Upon the closing of said files the Agency's right to any fees or expenses relating to the closed accounts will be terminated.

7. Contract Rate/Contingency

Agency agrees to provide services on a contingency basis. Client will not be obligated to pay any amount other than commissions on actual money collected unless otherwise stated in this Agreement.

8. Trust Statement/Payment Obligations

The Client will submit monthly correspondence indicating any payments made directly to the City on accounts placed by the Client. Agency agrees to forward to Client a Trust Statement within ten days after the last day of each month, which will indicate any payments or adjustments made on accounts placed by Client, and whether such payments are made to the Agency or the Client. Each account will be listed separately, indicating the account number, name of account, amount paid or adjusted, amount paid to Client, amount paid to Agency, amount due to Client and amount due to Agency. All amounts will be totaled at the end of the Trust Statement and if money is due to Client, a check will be attached. If an amount is due to Agency, the amount due will be shown under the "Please Remit" column.

Client agrees that once an account is placed with Agency, and Agency enters said account into its collection system, Agency is due full contingency fee on collected amounts, unless the files have been closed by the Agency under the provisions of section 6(g).

Client agrees to pay to Agency any amount due to the Agency on monthly trust statements within sixty (60) days of statement.

9. Client Notification of Payments

Client will notify Agency within five (5) working days of all payments received by Client on accounts placed for collection. Failure to report such payments may result in wrongful reporting to credit reporting agencies.

10. Indemnification

Agency shall indemnify and hold harmless Client for any claims, loss, damage, or expenses, including Attorney fees and court costs arising out of or due to Agency's negligence. To the extent permissible under Mississippi law, the Client agrees to indemnify and hold harmless Agency for any claims, loss, damage, or expenses arising out of or due to Agency's negligence.

Client affirms that accounts placed for collection are due in full and not usurious and that all information provided to Agency is true and accurate in all material respects.

Agency shall not be held responsible for any account placed for collection that is not valid and is not in compliance with state usury laws or federal law.

11. Confidentiality and Compliance

Each Party acknowledges that as part of its performance under the Agreement, it may be required to disclose to the other party certain information pertaining to the Client's consumers and may be required to disclose certain business or financial information ("confidential information"). For any confidential information that is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as protected health information ("PHI"), Agency agrees to execute and to comply with the terms of Client's HIPAA Business Associate's Agreement which is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

Agency agrees to maintain compliance with and may be subject to the requirements of 42 U.S.C. 1320d *et seq.*, the criminal enforcement provisions of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical

Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA") and the implementing regulations set forth in 45 CFR Parts 160, 162 and 164 ("HIPAA Regulations"), The Dodd Frank Act, ("UDAAP"), Gramm-Leach Bliley Act ("GLBA"), Fair Credit Reporting Act ("FCRA") and is ultimately governed by the rules of the Fair Debt Collections and Practices Act ("FDCPA"), as they apply to the collection of debt by a third party.

12. Assignment

This Agreement shall not be assignable in whole or in part by either Party without the written consent of the other Party.

13. Entire Agreement

All agreements between Agency and Client are incorporated herein and no statement made by either party shall vary the terms herein expressed.

14. Effect of Termination

Following the termination of this Agreement, Agency will transition the performance of the collection of all placement accounts to Client or Client's designee. Agency will also continue to remit any payments it receives for the placement accounts to Client pursuant to the terms of this Agreement.

15. Agency Representations and Warranties

Agency represents and warrants to Client that Agency will perform all services under this Agreement in a professional manner in accordance with general industry practices and in compliance with applicable laws and regulations.

To the extent applicable, Agency warrants that it is duly licensed under the relevant laws of the State and possesses all required licenses, certifications or other authorizations required to conduct its business under all applicable law (collectively referred to herein as "Licenses"), and further agrees to abide by all applicable state and/or federal laws and regulations governing the Licenses. Agency further agrees to give the Client in the vent of institution of proceedings for suspensions or revocation within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of such Licenses of the Agency.

16. Independent Contractors

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, shall have no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

17. Governing Law

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to principles of conflicts of law. The Parties hereby (a) consent to the jurisdiction of all state and federal courts

sitting in County, Mississippi (b) agree that venue for any such action shall lie exclusively in such courts, and (c) agree that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement.

ALLIANCE COLLECTION SERVICE, INC.

CITY OF GAUTIER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Jeff Chambers

NAME: Paula Yancey

TITLE: President

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**ORDER NUMBER 017-2018**

**WHEREAS** the Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA); and

**WHEREAS** the RTP provides funds to states to develop and maintain recreational trails and trail-related facilities motorized and non-motorized recreational trail uses.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a new fitness trail at City Park is hereby authorized.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 01/09/2018  
**Subject:** Authorization to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant

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**REQUEST:**

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a new fitness trail at City Park.

**BACKGROUND:**

The U.S. Congress first authorized the Recreational Trails Program in 1991. For 2013 and 2014, the Federal funds have been reauthorized as a set-aside from the new Transportation Alternatives Program.

The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses.

**DISCUSSION:**

A grant application is proposed for up to \$100,000 for improvements to City Park for a non-motorized trail to the east of the park's current amenities. The project would include a half-mile, 8-foot-wide asphalt trail with exercise/fitness modules, benches, trail signage and a stretching area. The RTP is a reimbursement program that requires grant recipients to pay 100% of the cost of an item before submitting a request for payment for 80% of eligible costs. The 20% match can be from cash, donation of materials or services at fair market value. Tidelands may also count toward the local match, if approved through the Department of Marine Resources. The total project cost would equal no more than \$125,000 (\$100,000 grant, plus \$25,000 match).

**RECOMMENDATION:**

Staff recommends that City Council authorize submission of a grant application for the Mississippi RTP grant for up to \$100,000 in grant funding with a 20% cash/in-kind match up to \$25,000.

City Council may:

- 1) Authorize submission of an application for up to \$100,000 in grant funding as described above; or
- 2) Authorize submission of a grant application with changes; or
- 3) Not approve submission of a grant application.

**ATTACHMENTS:**

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

**ORDER NUMBER 018-2018**

**WHEREAS** the Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program; and

**WHEREAS** the FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Transportation for a Transportation Alternatives Grant is hereby authorized.

**IT IS FURTHER ORDERED** that the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs. This project will constrict sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This will tie into the Martin Bluff Road widening project.

**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 Jackson** and the following vote was recorded:

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 01/09/2018  
**Subject:** Authorization to submit an application to MDOT for a Transportation Alternatives Grant

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**REQUEST:**

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Grant.

**BACKGROUND:**

Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program. The FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects. These set aside funds include all projects and activities that were previously eligible under TAP, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management and environmental mitigation related to stormwater and habitat connectivity.

**DISCUSSION:**

This is an 80/20 grant. The City would be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project cost. This project would construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This would tie into the Martin Bluff Road widening project.

**RECOMMENDATION:**

Staff recommends that City Council authorize submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Grant.

City Council may:

- 1) Authorize submission of an application as described above; or
- 2) Authorize submission of a grant application with changes; or
- 3) Not approve submission of a grant application.

**ATTACHMENTS:**

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

**ORDER NUMBER 019-2018**

**WHEREAS**, the Gautier Mayor's Youth Council provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. Members organize and participate in events that improve our city and unite all age groups; and

**WHEREAS**, the members of the Gautier Mayor's Youth Council personally solicited local businesses for support of the Youth Council; and

**WHEREAS**, Jerry Lee's Grocery has offered to donate \$100.00 to the City for the sue and support of the Gautier Mayor's Youth Council; and

**WHEREAS**, the Mayor and City Council Members find that this donation is in the best interests of the Gautier Mayor's Youth Council 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 \$100.00 from Jerry Lee's Grocery to support the Gautier Mayor's Youth Council is hereby accepted and authorized.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants Administrator  
**Date:** 01/09/2018  
**Subject:** Authorization to accept a Monetary Donation from Jerry Lee's Grocery for the Gautier Mayor's Youth Council

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**REQUEST:**

The Grants and Projects Department requests City Council authorization to accept a monetary donation from Jerry Lee's Grocery to support the Gautier Mayor's Youth Council.

**BACKGROUND:**

The City of Gautier created its first Gautier Mayor's Youth Council in October 2017. The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

**DISCUSSION:**

Members of the GMYC personally solicited local businesses for their support. Jerry Lee's Grocery responded to that solicitation with a \$100 sponsorship. This monetary donation is in the best interest of the Gautier Mayor's Youth Council and the City of Gautier.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council accept a monetary donation from Jerry Lee's Grocery in the amount of \$100 to support the Gautier Mayor's Youth Council.

City Council may:

- 1) Authorize acceptance of the monetary donation of \$100 as presented; or
- 2) Not approve acceptance of the monetary donation.

**ATTACHMENTS:**

1. Donation

JERRY LEE'S GROCERY

| STORE          | INVOICE                       | DATE     | TYPE | GROSS AMOUNT | NET AMOUNT |
|----------------|-------------------------------|----------|------|--------------|------------|
| 4 JERRY LEE #4 | 112720174<br>GMYC Sponsorship | 11/27/17 | I    | 100.00       | 100.00     |
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# JERRY LEE'S GROCERY NO.1

## Home of Prime Meats

1417 Highway 90

Gautier, Mississippi 39553

M&M Bank

85-1367683

| CHECK DATE | CHECK NO. |
|------------|-----------|
| 12/04/17   | 108343    |

PAY 100 DOLLARS AND 00 CENTS

TO THE  
ORDER OF

CITY OF GAUTIER  
3330 HWY 90  
GAUTIER, MS 395535124

CHECK AMOUNT

\$ \*\*\*\*\*100.00

Susan Lee Harris  
Mark Lee

AUTHORIZED SIGNATURE \_\_\_\_\_

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

**RESOLUTION NUMBER 006-2018**

**WHEREAS**, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

**WHEREAS**, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

**WHEREAS**, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the “Grant Program”), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

**WHEREAS**, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the “Redevelopment Project”), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

**WHEREAS**, it is understood by all parties that the incentive for ERM’s participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and ERM contemporaneously herewith; and

**WHEREAS**, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

**WHEREAS**, Michael Sawyer, on behalf of ERM, and the City entered into a Memorandum of Intent (hereinafter “MOI”) on or about May 9, 2017, and ERM relied upon said MOI in moving forward with the Redevelopment Project; and

**WHEREAS**, ERM, the City and SMPDD wish to proceed with memorializing these agreements; and

**WHEREAS**, after the City Council’s approval of the original Tri-Party Agreement, revisions were deemed necessary by all parties;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Gautier, Mississippi that the Revised Tri-Party Agreement Commercial Redevelopment Incentive Grant and Related Services is hereby approved.

**NOW THEREFORE, BE IT FURTHER RESOLVED** 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 Jackson** 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 January 16, 2018.

**TRI-PARTY AGREEMENT**  
**FOR COMMERCIAL REDEVELOPMENT INCENTIVE GRANT**  
**AND RELATED SERVICES**

This Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services (herein the “Tri-Party Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and among the City of Gautier (hereinafter, “City”), ERM Properties, LLC (hereinafter, “ERM”) and Southern Mississippi Planning and Development District, Inc. (hereinafter, “SMPDD”). Each above entity is a “Party” and collectively they shall be referred to as the “Parties”.

**WHEREAS**, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

**WHEREAS**, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

**WHEREAS**, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the “Grant Program”), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

**WHEREAS**, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the “Redevelopment Project”), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

**WHEREAS**, it is understood by all parties that the incentive for ERM’s participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and ERM contemporaneously herewith; and

**WHEREAS**, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

**WHEREAS**, Michael Sawyer, on behalf of ERM, and the City entered into a Memorandum of Intent (hereinafter “MOI”) on or about May 9, 2017, and ERM relied upon said MOI in moving forward with the Redevelopment Project; and

**WHEREAS**, ERM, the City and SMPDD wish to proceed with memorializing these agreements;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. ERM REPRESENTATIONS AND RESPONSIBILITIES**

1. ERM represents that it owns or will purchase the Redevelopment Project, and that it has or will secure a lease of the Redevelopment Project with Harbor Freight Tools USA, Inc., as lessee (“Harbor Freight Tools”), for the purpose of operating a Harbor Freight retail chain establishment (“Harbor Freight”) upon the Redevelopment Project.
2. Upon the execution of this Tri-Party Agreement, ERM will immediately complete a grant application with SMPDD which shall include, but is not limited to, estimated costs, projected tax increase, and development time frame, in order to take part in the Grant Program.
3. Upon approval of the grant application, ERM will enter into a Program Agreement with SMPDD governing the distribution of funds under the Grant Program.
4. ERM will redevelop the Redevelopment Project and will document all costs incurred by it in said redevelopment for the purpose of leasing the property to Harbor Freight Tools for the further purpose of opening and operating Harbor Freight.
5. ERM acknowledges and agrees that within 90 days of the grant of a certificate of occupancy for the Redevelopment Project, documentation of project costs will be provided to the City and SMPDD, to the City’s and SMPDD’s satisfaction. “Project Costs” shall be defined as any expenditure related to the reuse and redevelopment of the Redevelopment Project, including the purchase price of the real property related to the Redevelopment Project (but excluding associated acquisition costs, including, but not limited to, attorney’s fees, title abstract fees, title insurance, hazard insurance, attorney’s fees, prorated taxes, appraisal costs, and financing-related costs), and cost of materials directly related to the reuse and redevelopment (but excluding expenditures for furniture, fixtures and equipment, inventory of merchandise to be sold by Harbor Freight, general maintenance, and work that does not improve the appearance or functionality of the Redevelopment Project).
6. ERM acknowledges that it is eligible to participate in the Grant Program administered by SMPDD. Under the Grant Program, commencing twelve (12) months after the certificate of occupancy is issued, and once per year for a period of up to fifteen (15) consecutive years (the “Program Years”), ERM is eligible to receive an amount equal to 35% of the City’s portion of the verified increase in sales tax collected by the City and directly attributable to sales made by Harbor Freight (the “Verified Tax Increase”). The 35% of the Verified Tax Increase attributable to sales by Harbor Freight shall be referred to herein as the “Grant Award.” Under no circumstances will the total Grant Award exceed the lesser of one-third (1/3) of ERM’s total substantiated Project Costs, or Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$333,333.33), (the “Grant Cap”).
7. ERM acknowledges that SMPDD shall be entitled to an administration fee of Five Percent (5%) of every Grant Award (the “Administrative Fee”), as more fully detailed in the Program Agreement, which will be deducted from all Grant Awards prior to SMPDD paying the balance thereof to ERM.

8. ERM acknowledges that upon acceptance of its completed Grant Program application, and execution of this Tri-Party Agreement and the Program Agreement, Grant Awards will not begin until twelve (12) months after the certificate of occupancy is issued to ERM for the Redevelopment Project, and the Verified Tax Increase is reviewed and accepted by both the City and SMPDD. It shall be ERM's responsibility to provide documented proof of the Verified Tax Increase to the City and SMPDD to the satisfaction of each entity.
9. ERM acknowledges that its lease agreement with Harbor Freight Tools requires Harbor Freight Tools, as lessee, to provide the Verified Tax Increase information and supporting documentation to ERM, the City and SMPDD on an annual basis. This shall include, but is not limited to, the total Mississippi sales taxes paid by Harbor Freight Tools, d/b/a Harbor Freight. The parties acknowledge that this information provided by Harbor Freight Tools is third party proprietary information and will not be further released by any Party to this Tri-Party Agreement, unless required by law.
10. ERM represents to the City and SMPDD that its proposed Redevelopment Project would not be a commercially prudent and financially feasible project for ERM's private investment without the Grant Award and that "but for" the incentive of the Grant Award, ERM would not undertake the Redevelopment Project.

## **II. CITY REPRESENTATIONS AND RESPONSIBILITIES:**

1. City agrees that upon ERM's compliance with the above obligations, and as consideration therefore, it will provide to SMPDD, as administrator of the Grant Program and on ERM's behalf, the Grant Award. SMPDD shall be compensated by way of the Administrative Fee. The Administrative Fee shall be deducted from the Grant Award prior to submission of payment to ERM.
2. For ERM's successful participation in the Grant Program, the City agrees to provide the Grant Award to SMPDD during the Program Years, or until the Grant Cap is reached, whichever occurs first, unless sooner terminated in accordance with Paragraphs 4 or 5 of this Section II.
3. The City will execute and deliver to SMPDD any other documentation consistent with this Tri-Party Agreement necessary to carry out the terms hereof.
4. Should the Redevelopment Project as defined herein cease to exist, or in the event Harbor Freight Tools terminates its lease and/or its operations at 2029 Highway 90, Gautier, Mississippi 39553, this Tri-Party Agreement will automatically terminate and the responsibilities of the City and SMPDD, as identified herein, shall terminate effective immediately as of the date of termination of operations of Harbor Freight or cessation of the Redevelopment Project, whichever date first occurs.
5. The City is agreeing to contribute the Grant Award as calculated by the Verified Tax Increase in sales tax resulting from only this Redevelopment Project, and specifically excludes an increase in sales tax resulting from any further expansion, or additional redevelopment in the future. If at any time during the Program Years the real property constituting the

Redevelopment Project is conveyed, transferred or assigned to any other entity by ERM, whether by specific act or operation of law, the obligations of SMPDD and the City under this Tri-Party Agreement, and the obligations of SMPDD under the Program Agreement, shall automatically terminate, unless the City and SMPDD have granted their prior written consent to the conveyance, transfer or assignment, which consent shall not be unreasonably withheld. In the event the City and SMPDD authorize such conveyance, transfer or assignment, the rights, duties and obligations of ERM must be assigned to and assumed by the party to which the Redevelopment Project is conveyed, transferred or assigned. Notwithstanding the foregoing, in the event the Redevelopment Project is leased by any entity other than Harbor Freight Tools, the City's obligations under this Tri-Party Agreement shall automatically terminate.

### **III. SMPDD REPRESENTATIONS AND RESPONSIBILITIES**

1. Upon execution of this Tri-Party Agreement, SMPDD will provide an application to ERM for participation in SMPDD's Grant Program.
2. Upon reaching terms satisfactory to SMPDD and ERM, SMPDD will enter a Program Agreement with ERM governing the distribution of funds under the Grant Program.
3. The Grant Program and Program Agreement will allow for and detail the mechanism for distribution of the Grant Award to ERM pertaining to the Redevelopment Project.
4. The Program Agreement between SMPDD and ERM will define the Administrative Fee to be charged by SMPDD and paid from the Grant Award provided by the City; however, no additional funds from the City shall be obligated beyond those identified above.
5. SMPDD will administer the Grant Program to ensure that ERM meets all requirements and obligations identified herein and in the Program Agreement prior to distribution of any Grant Award.
6. SMPDD's administration of the Grant Program includes receipt of the Grant Award from the City, determining (in conjunction with the City) the appropriate amount of funds due to ERM, if any, and disbursing the Grant Award, less the Administrative Fee, to ERM in accordance with this Tri-Party Agreement and the Program Agreement.
7. Upon SMPDD's annual receipt of the Grant Award, SMPDD shall prepare a report to ERM and the City (the "Annual Report") which will include, but is not limited to: (a) the Verified Tax Increase for the year; (b) the amount of the Grant Award for the year; (c) the amount of the Administrative Fee to be deducted from that year's Grant Award and retained by SMPDD; and (d) the amount of eligible awards remaining on the Grant Cap after each annual Grant Award.

### **IV. GENERAL TERMS**

1. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a

nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, to the following:

Paula Yancey, City Manager  
City of Gautier  
3330 HWY 90  
Gautier, MS 39553

ERM Properties, LLC  
Ryan Markle

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Southern Mississippi Planning and Development District, Inc.  
Attn: Leonard Bentz, Executive Director  
9229 Highway 49  
Gulfport, MS 39503

With a copy to:

Hugh D. Keating, Esq.  
Dukes, Dukes, Keating & Faneca, P.A.  
2909 13<sup>th</sup> Street, Sixth Floor  
Gulfport, MS 39501

2. The modification or amendment of this Tri-Party Agreement, or any of the provisions herein, will not become effective unless executed in writing by all Parties.

3. Except for disclosure to legal counsel, accountant or financial advisors, no Party to this Tri-Party Agreement shall disclose the terms hereof to any person who is not a Party or signatory hereto, unless disclosure thereof is required by law or otherwise authorized by this Tri-Party Agreement or consented to by all Parties in writing. The parties understand that this agreement is a public record and must be adopted by the City Council on the minutes of an open meeting. Unauthorized disclosure of the terms of this Tri-Party Agreement shall be a material breach hereof.

4. Nothing contained in this Agreement shall be construed as constituting any Parties as principal and agent, partners or joint venturers.

5. If any provision of this Tri-Party Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision herein is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

6. This Tri-Party Agreement shall be construed in accordance with the laws of the State of Mississippi. Any and all disputes arising hereunder shall be tried in a court of competent

jurisdiction in Jackson County, Mississippi. By execution hereof, each Party consents to jurisdiction in Jackson County, Mississippi, and waives any and all defenses or objections to jurisdiction or venue in Jackson County, Mississippi.

7. This Tri-Party Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. The Parties stipulate that a photocopy of an executed original shall be admissible in evidence for all purposes in any proceeding as between the Parties.

8. This Tri-Party Agreement has been jointly drafted by all Parties, and in the event of any ambiguity, such ambiguity shall not be construed against any drafting Party.

**AGREED:**

**City of Gautier:**

\_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

**ERM Properties, LLC:**

\_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

**Southern Mississippi Planning and Development District, Inc.**

\_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

**Councilman Colledge** made the motion to go into Closed Session to determine whether to go into Executive Session. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

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**Councilman Colledge** made the motion to go into Executive Session to discuss ongoing Litigation with Jackson County Utility Authority and personnel issues. **Councilman George** seconded the motion and the vote carried unanimously.

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During executive session **Councilman Colledge** made the motion to appoint Councilman Anderson and Mayor Torjusen to attend a meeting with representatives from Pascagoula, Moss Point and Ocean Springs regarding the Jackson County Utility Authority litigation. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

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**Councilman Vaughan** also requested the City Attorney and City Manager attend the meeting.

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**Councilman Colledge** made the motion to return to Open Session. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

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City Attorney announced action taken in Executive Session.

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**Councilman Vaughan** made the motion to adjourn until February 6, 2018 at 6:30 PM. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi at the meeting of February 6, 2018.