

APPENDIX C
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2012

APPENDIX D

**UNAUDITED FINANCIAL STATEMENTS FOR THE CITY FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2013**

APPENDIX E
BUDGET FOR FISCAL YEAR 2013

ButlerSnow 15399500v1

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

ORDER NUMBER 066-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract with Jackson County Election Commission to provide assistance for the City of Gautier's Primary Election, Run-Off Election and General Election is hereby authorized and approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2013.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Jerry Sims
Commissioner, District 2

Debbie Hodges
Commissioner, District 3

Joe Barlow
Commissioner, District 4

Jon Rivera
Commissioner, District 5

TO: CITY OF GAUTIER

DATE: 2/11/2013

SUB: CITY PRIMARY ELECTION CONTRACT

The Jackson County Election Commission agrees to provide assistance for the City of Gautier's Primary Election to be held on May 7, 2013. The cost for testing the machines will be a flat rate of \$20.00 per hour per commissioner. There will also be a cost of \$20.00 per hour per commissioner for setting up the TSX voting machines the day prior to the election and picking up the TSX machines the day after the election. The cost for technical assistance on Election Day will be shared between the cities of Moss Point, Pascagoula, Gautier and Ocean Springs at the rate of \$6 per city per commissioner for actual hours worked on that day. The cost for building the election database for this election will be an additional \$400.00. The associated cost of an adequate number of poll managers, receiving and returning managers and any other cost associated with the election is the responsibility of each city. IF Poll Manager training is necessary, a cost of \$275.00 for a 4 hour training session will be charged. The class size can be no more than 25. Run-off Election and General Election costs will be figured at the same rate. Associated cost of affidavit ballots, absentee ballots and voter history after the election will be the responsibility of the city. The cost of printing street masters and poll books will be at a cost determined by Circuit Clerk Joe Martin's office.

We agree to:

- Build the primary election in SEMS.
- Provide Logic and Accuracy testing on the TSX voting machines used.
- Allow the city to use the county owned covered trailers for transport to and from each ward.
- Set-up the machines prior to the election date.
- Break down the machines the day after the election.
- Provide technical assistance for the operation of the voting machines during the day of the election.
- Provide the city with a PDF copy of the ballot for use in printing their absentee ballots and affidavit ballots.
- Provide "Unofficial" voting accumulation at the end of the election at our office facility located at 4111 Amonett St. in Pascagoula.

The city agrees to:

- Provide a safe and secure facility for the TSX voting machines prior to, during, and after the election.
- Provide two city workers & city owned vehicle to transport the TSX machines to the ward before Election Day.
- Provide two city workers & city owned vehicle to transport the machines back to our office after the election.
- Pay mileage reimbursement for any travel in private vehicles at the rate of \$.565 per mile for each commissioner.
- Provide a city representative or party representative to pick up TSX memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the "UNOFFICIAL" results after the election.
- Provide a resolution board to handle any disputes in a ballot determination.
- Have Municipal Election Commissioners finalize results after all absentee and affidavit ballots are counted.
- Pay the cost of posting voter history to the SEMS program (cost to be determined by voter turn-out)
- The city further agrees to be liable for any damages to any county owned equipment.

The city will also provide representatives to witness testing of the TSX machines and when final tally is being done at our office.

We will provide the city with a print out of the "Unofficial" tally results from all TSX machines showing the results of each election contest on election night.

Danny Glaskox _____
 Jerry Sims _____
 Debbie Hodges _____
 Joe Barlow _____
 Jon Rivera _____
 Joe Martin _____
 Cindy Russell _____

Election Commissioner District 1
 Election Commissioner District 2
 Election Commissioner District 3
 Election Commissioner District 4
 Election Commissioner District 5
 Jackson County Circuit Clerk
 Gautier City Clerk

DATE: _____

D.G.'13

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

ORDER NUMBER 067-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to declare attached Public Works and Street Department's inventory as surplus items and remove from inventory.

IT IS FURTHER ORDERED that the declared surplus items are of no further use to the City of Gautier.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell ,City Clerk
Date: February 26th, 2013
Subject: Surplus Items

REQUEST:

City Council authorization is requested for the City of Gautier to declare and remove inventory items from the Public Works and Street Department's Inventory.

BACKGROUND:

These items are damaged or no longer working. These items can longer be used by the City.

RECOMMENDATION:

Based on the attached surplus list, City staff recommends that City Council authorize declaring these items to be surplus and removed from city inventory.

ATTACHMENT(S):

Inventory Items

SURPLUS ITEMS TO BE REMOVED FROM PUBLIC WORKS AND
THE STREETS DEPARTMENT INVENTORY

- 1 1998 International slow body loader trash truck
1HTSCABN8XH626148 (Will not pass DOT Inspection)
- 2 John Deere 955 loader attachment BM22356
- 3 John Deere Cutter Mower BE18653
- 4 2000 Dodge Caravan (Red) 1B4GPZ533YR64197

0601816 1998 International Snowbody
Loader + RASH truck

1HTSCABN8XH626148

14 years old worn out, will not pass DOT Insp.

01725 John Deere 955 tractor

CH3048D048D041996

01726 John Deere 955 Loader Attachment

BM22356

01727 John Deere Back Attachment

BM17638

01728 John Deere Cutter Mower

BE18653

01725 - 28 ARE worn out cost of
repair to much, constant problems
14 years old

01815 New Holland Back hoe with 4N1 Bucket

#6990000001 14 years old

TRANS stuck in low, needs starter

01952 2000 Dodge Caravan Pool

1B4GPZ533YR64197 (Fire dept) ^{WAS}

White Tahoe (Police)

1GNEC13TXYJ105098

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

ORDER NUMBER 068-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into an Auction Listing Agreement with Head Auctions & Realty to auction items declared surplus on January 15, 2013.

IT IS FURTHER ORDERED that the declared surplus items are of no further use to the City of Gautier.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2013.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell City Clerk
Date: February 20, 2013
Subject: Auction Listing Agreement

REQUEST:

City Council authorization is requested for the City of Gautier to enter into an Auction Listing Agreement with Head Auctions & Realty to auction off items that were declared surplus on the January 15th 2013 council meeting. Order Number 181-2012.

BACKGROUND:

The City of Gautier will grant the Auctioneer the sole and exclusive right to sell the items that were declared surplus on January 15th 2013 for the highest and best bid or offer. The public auction shall be conducted online on the 7th – 15th of March until 7:00 p.m. Advertising expense for Auctioneer to advertise in paper will be \$500.00. A seller's fee of 10% will be charged to the City of Gautier for all property items sold. All profits from this auction will be deposited back into the enterprise and general fund accounts.

RECOMMENDATION:

Based on the attached agreement, City staff recommends that City Council authorize entering into an Auction Listing Agreement with Head Auctions & Realty to auction off surplus items.

ATTACHMENT(S):

Head Auctions & Realty Agreement

HEAD AUCTIONS & REALTY

289 Commerce Park Dr., Suite A Ridgeland, MS 39157

AUCTION LISTING AGREEMENT FOR SALE OF REAL ESTATE AND/OR PERSONAL PROPERTY

1. Agreement - made this 9 day of August ²⁰¹² between Name: City of Gautier hereafter called Sellers and Head Auctions & Realty, 289 Commerce Park Dr. Suite A Ridgeland, MS 39157 hereafter called Auctioneer. Sellers grant the Auctioneer the sole and exclusive right to sell the following real and/or personal property described herein or on the schedule attached to and made part of this agreement. For the highest and best bid or offer, the Seller agrees to sell through Auctioneer, at public or private auction or a privately negotiated sale, the items (real and/or personal property) listed below and on the attached sheets. The Seller further warrants and represents that there are no other outstanding contracts or agreements of any kind for the sale or auction of this real and/or personal property. No item/s, lot/s or real estate shall be sold, removed, or withdrawn from the auction prior to the auction except by mutual written agreement between Sellers and Auctioneer. Real Estate to be auctioned:

Items: See Attached List List to be Completed By Auctioneer By Sellers No Items No Real Estate
Other: _____

2. Encumbrances - Sellers represent that they have full power and authority to sell real estate and personal property and that the said property is free and clear of all liens and encumbrances except as follows: (if none, write none.)

| Real Estate/Item | Address (Description) | Lien Holder | Address | Unpaid Balance |
|------------------|-----------------------|-------------|---------|----------------|
| <u>None</u> | | | | |

Financing terms on real estate All Cash Owner Financing New Loan
Possession At Closing Other
Taxes to be prorated: County: _____ City: _____
Subject to the following leases or rights: _____

3. **Delivery/Insurance** - It is the Seller's responsibility and liability to deliver to the Buyers a good and marketable title to all real and personal property, free and clear of all liens and encumbrances, etc. Sellers are liable for any and all claims, damages, expenses, or theft of any real or personal property prior to delivery of title to the Buyers irrespective of location. Sellers are responsible for properly insuring their own interest in the real estate and/or personal property, for any and all damage, liability, loss, theft, etc. Sellers understand that Auctioneer specifically does not take care, custody or control of the real and personal property. Auctioneer is authorized to stop people from trespassing. It is strictly and solely the Seller's responsibility and liability, irrespective of location, to insure and protect their real and personal property. Auctioneer is an agent only for the Seller and assumes no responsibility or liability for the real and personal property.
4. **Reserves** - It is mutually agreed that all real estate and personal property will be sold to the highest bidder or at a privately negotiated sale with the exception of items herein specified as reserved. If a bid price or offer equals or exceeds the reserve price, or the Sellers authorize the Auctioneer to accept the bid price or offer, the Auctioneer has earned his commission. Also, when the sale price on a reserved item, lot or real estate is above the reserve amount, the Auctioneer can apply this excess monetary amount towards the reduction of the reserve amount on other reserved items, lots or real estate thus reducing the other items, lots or real estate reserve price.
Reserve (Real Estate, Item or Lot) \$Absolute ^{Amount}
5. **Sole and Exclusive Right** - The Sellers grant the Auctioneer the sole and exclusive right to sell the real estate and/or personal property described herein or on the attached schedules. The Sellers will pay the Auctioneer commission whether said real estate or personal property is sold by whomsoever including the Sellers, whether at public or private auction or a privately negotiated sale. It is further agreed that the Auctioneer shall receive full commission on all real estate and personal property, reserved, sold (whether before, at or after the auction, to anyone who registered at the auction), withdrawn from the auction or transferred within 180 days after the auction.
6. **Cancellation** - In the event of any cancellation of this auction by the Sellers (direct or indirect), the Auctioneer will be reimbursed by the Sellers the full contract commission as established by an independent appraisal, plus all costs involved for advertising, advertising retractions, promotion, out of pocket expenditures, labor (including travel time), travel, tents, port-a-john, mobile office, etcetera, including attorney fees and court costs, if necessary.

Seller Initials ✓ [Signature] Seller initials _____ Seller initials _____ Seller Initials _____