

Tuesday  
November 5, 2013  
Gautier, Mississippi

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Council of the City of Gautier, Mississippi was held November 5, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

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

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
November 5, 2013 @ 6:30 PM**

- I. Call to Order
  - 1 Prayer
  - 2 Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
  - 1 Office closed Monday, November 11<sup>th</sup> in observance of Veterans day
  - 2 1<sup>st</sup> Annual Veterans Day Laying of the Wreath Ceremony November 11<sup>th</sup> 11:00 am at the Veterans Tribute Tower
- IV. Presentation Agenda
  - 1 Recognition of organizations that participated in City's Haunted Trails and Halloween Festival by Mayor Gollott
  - 2 Swearing in of Fire Chief Robert O. Jones
  - 3 July, August and September 2013 Financial Reports by Teresa Montgomery
- V. Public Agenda
  - 1 Agenda Comments
- VI. Business Agenda
  - 1 Consideration of a Revised Service Provider Agreement for Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation and Management Services
  - 2 Order authorizing Proposal for Appraisal Services for 32 Acre Town Green property on Dolphin Drive
  - 3 Order authorizing Proposal for Appraisal Review Services for 32 Acre Town Green property on Dolphin Drive

4 Order authorizing Professional Services Agreement for Engineering and Related Services with Brown, Mitchell & Alexander, Inc.

5 Order approving Docket of Claims

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

1 Order authorizing renewal of Multi-Agency Narcotics Enforcement Team Inter-Local Agreement

2 Order authorizing Grant Agreement for Mississippi Department of Environmental Quality Local Government Solid Waste Assistance Program

3 Order approving Minutes from Recessed Council Meeting held October 15<sup>th</sup> and October 23<sup>rd</sup> Special Meeting

4 Order approving Municipal Compliance Questionnaire for FY 2012 and FY 2013

5 Order authorizing Maintenance Agreement with South Mississippi Business Machines

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
November 5, 2013**

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 November 19, 2013 @ 6:30 PM**

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

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Motion was made by Councilman Jones to revise the agenda as follows:

- 1 Table Presentation Item #1 until November 19<sup>th</sup> meeting
- 2 Add Business Item #6 – Nominations for the Jackson County Utility Authority Board
- 3 Add Consent Item #6 – Waiver of Administration Fees for Water Installation at the Gautier High School Football Field House
- 4 Table Business Item # 4 – Professional Services Agreement for Engineering and Related Services – Brown, Mitchell & Alexander, Inc.

Motion was seconded by Councilwoman Martin and unanimously carried.

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Announcement

- 1 Office closed Monday, November 11<sup>th</sup> in observance of Veterans Day
- 2 1<sup>st</sup> Annual Veterans Day Laying of the Wreath Ceremony November 11<sup>th</sup> 11:00 AM at the Veterans Tribute Tower

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Presentation

- 1 Swearing in of Fire Chief Robert O. Jones
- 2 July, August and September 2013 Financial Reports by Montgomery

# PRESS RELEASE

**Gautier, Mississippi October 31, 2013:** On Tuesday, November 5, 2013, Captain Robert O. Jones will be sworn in as the new Fire Chief of the Gautier Fire Department. Robert has twenty-four (24) years' experience in fire prevention of which began with Gautier Fire Department. He was promoted to Fire Lieutenant in February 1991 and Fire Captain November 1994. On June 29<sup>th</sup> Captain Jones was named Interim Fire Chief after Ray A. Frair, former Fire Chief, announced his retirement. His experience includes EMT Training, Haz-Mat Technician School, Dive Master Curriculum and Managing and Leading Change at the National Fire Academy.

City Manager, Samantha D. Abell states, "Gautier had 25 eligible applicants for this position. The opportunity for the fire department as Gautier grows is enormous. As interim, Chief Robert Jones demonstrated that he is a natural leader, a strategic thinker and dedicated team builder. He is a lifelong resident of Jackson County who truly loves his community and its natural resources. We have worked side by side in recent months to explore opportunities with local, state and federal officials. He joins a top-notch professional team dedicated to moving south Mississippi forward. He is the right chief, at the right time."

\*City Council Meeting will be held at Gautier City Hall located at 3330 Highway 90, Gautier, MS 39553 and will begin at 6:30 P.M.

**FOR IMMEDIATE RELEASE, OCTOBER 31, 2013**



On February 15, 1989, Captain Robert O. Jones began his career in fire service with the City of Gautier at the age of 22. Over the course of his twenty-four (24) year career with the Gautier Fire Department, Robert has obtained many accomplishments through dedication and hard work. Since his employment began, Robert has achieved certifications in: EMT Training, Haz-Mat Technician School, Dive Master Curriculum and Managing and Leading Change at the National Fire Academy along with many other professional development and leadership courses. He has been awarded a Certificate of Valor (team effort-life saved) and Gautier Firefighter of the Year. Currently Captain Jones holds a state EMT License and a US Coast Guard Merchant Marine Officer License.

Promoted to Captain in 1994, he was appointed Interim Fire Chief on June 29, 2013 by City Manager, Samantha D. Abell. As Fire Chief, Captain Jones plans to support the efforts of all fire personnel in carrying out the mission of the Gautier Fire Department with the utmost professionalism and efficiency. Robert states, "I look forward to committing full dedication and inspiration to managing the everyday operations of personnel and facilities while providing the training, discipline and educational needs to my department."

Jones has been a lifelong resident of the Mississippi Gulf Coast and has lived in Gautier for over 24 years. Robert is married to Janice and together they have five (5) children and four (4) grandchildren. After graduation from Pascagoula High School in 1985, he attended the University of Mississippi and Mississippi Gulf Coast Community College. Captain Robert O. Jones is the 4<sup>th</sup> Fire Chief to hold this position in the City of Gautier.

## July 2013 Ending Cash Balances

### GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,344,592.52
MS Development Loan Katrina	Depository Account	007-000-001	\$2,960.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$45,000.00
CIAP-Town Center	Depository Account	014-000-001	(\$8,827.00)
Allen Road Widening	Depository Account	020-000-001	(\$37,681.00)
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	\$0.00
Martin Bluff Road Improvements	Depository Account	128-000-001	\$259,683.40
U S Justice Equitable Sharing	Depository Account	157-000-001	\$207,809.56
Fire Protection Fund	Depository Account	160-000-001	\$238,782.89
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	\$0.50
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$19,306.38)
Tidelands Grant	Depository Account	171-000-001	(\$6,750.00)
Library Support Fund	Depository Account	172-000-001	\$1,403.66
Shepard State Park Fund	Depository Account	176-000-001	\$4,797.48
Solid Waste Fund	Depository Account	404-000-001	\$35,665.36
General Ledger Cash Balance			<hr/> \$2,066,437.30
General Depository Reconciled Cash Balance			\$2,067,221.16

### ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$218,912.31
	Enterprise Account-Hancock	400-000-002	\$1,168,501.70
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	\$0.00
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	(\$162,000.00)
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
General Ledger Cash Balance			<hr/> \$1,238,630.67
Enterprise Reconciled Cash Balance			\$1,235,571.41

JULY 2013  
YEAR TO DATE TOTALS

General Fund Totals	BUDGET FY 2013	As of July 2013	Balance	83.33% % to date
<b>General Fund Revenues</b>	9,404,149.00	7,819,012.57	1,585,136.43	83.1%
Expenditures:				
001 Legislative	98,035.00	86,798.84	11,236.16	88.5%
010 City Court	278,801.00	219,245.12	59,555.88	78.6%
021 City Manager	167,163.00	141,543.85	25,619.15	84.6%
022 Human Resources	134,607.00	109,477.97	25,129.03	81.3%
030 Elections	15,500.00	12,746.18	2,753.82	82.2%
040 City Clerk	449,702.00	358,458.02	91,243.98	79.7%
060 City Attorney	80,878.00	67,262.96	13,615.04	83.1%
090 Economic Dev - Planning	675,191.00	501,744.17	173,446.83	74.3%
091 Antique Fair	5,000.00	0.00	5,000.00	
092 Building & General Expenses	373,900.00	335,354.98	38,545.02	89.6%
100 Police	3,514,444.00	2,647,838.99	866,605.01	75.3%
161 Fire	1,809,066.00	1,482,958.43	326,107.57	81.9%
170 Recreation	161,052.00	129,398.91	31,653.09	80.3%
200 PW: Administration	27,541.00	27,538.69	2.31	99.9%
201 PW: Streets	282,976.00	248,587.25	34,388.75	87.8%
205 PW: Maintenance	196,069.00	156,527.99	39,541.01	79.8%
295 Drainage Systems	0.00	2,880.94	(2,880.94)	
680 Debt Service	86,161.00	86,161.00	0.00	100.0%
900 Interfund Transfers	996,695.00	363,417.41	633,277.59	36.4%
556 Contingency				
<b>General Fund Expenditures</b>	<b>9,352,781.00</b>	<b>6,977,941.70</b>	<b>2,374,839.30</b>	<b>74.6%</b>
<i>Total Operating Expenditures</i>	8,002,272.00	6,279,330.26	1,722,941.74	
<i>Total Capital Outlay Expenditur</i>	61,700.00	52,749.55	8,950.45	
<i>Total Debt Service</i>	292,114.00	282,444.48	9,669.52	
<i>Total Transfers Out</i>	996,695.00	363,417.41	633,277.59	
<i>Total Contingencies</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,352,781.00	6,977,941.70	2,374,839.30	
<i>Personnel</i>	6,533,548.40	5,168,910.90	1,364,637.50	79.1%
<i>Supplies</i>	441,277.00	309,479.37	131,797.63	70.1%
<i>Other Services</i>	1,027,446.60	800,939.99	226,506.61	78.0%
<i>Capital Outlay</i>	61,700.00	52,749.55	8,950.45	85.5%
<i>Debt Service</i>	292,114.00	282,444.48	9,669.52	96.7%
<i>Interfund Transfers</i>	996,695.00	363,417.41	633,277.59	36.5%
<i>Contingencies</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,352,781.00	6,977,941.70	2,374,839.30	74.6%
<b>Beginning Cash Balance</b>			<b>1,511,475.59</b>	
<b>General Fund Revenue</b>			<b>467,947.06</b>	
<b>General Fund Expenditures</b>			<b>634,830.13</b>	
<b>Remaining balance</b>			<b>1,344,592.52</b>	

JULY 2013  
YEAR TO DATE TOTALS

*General Depository Special Fund*  
**130 \$7M GO Bond - Capital Improvements**

Description	BUDGET FY 2013	As of July 2013	Balance	83.33%
Revenue	486,587.50	354,037.36	132,550.14	
Capital Improvements	2,535,825.00	623,209.65	1,912,615.35	24.5%
Debt Service	486,587.50	486,487.52	99.98	99.9%
Transfer to General Fund	30,000.00	30,000.00	0.00	100.0%
Bond Fund Expenditures	3,052,412.50	1,139,697.17	1,912,715.33	37.3%

<i>Beginning Cash Balance</i>	<b>2,269,564.83</b>
<i>Total GO Bond Revenues</i>	<b>43,028.27</b>
<i>Total GO Bond Expenditures</i>	<b>532,216.29</b>
<i>Ending Cash Balance</i>	<b>1,780,376.81</b>

**JULY 2013  
YEAR TO-DATE TOTALS**

<b>General Depository Special Funds</b>	<b>BUDGET FY 2013</b>	<b>As of July 2013</b>	<b>Balance</b>	<b>83.33% % to date</b>
<b>007 MS Dev 2.36M Katrina Bonds</b>				
Revenues	278,566.25	248,637.50	29,928.75	89.20%
Expenditures	279,616.25	249,172.50	30,443.75	89.10%
<b>012 CDBG Downtown Revitalization</b>				
Revenues	3,093,900.00	2,639,004.39	454,895.61	85.20%
Expenditures	2,880,337.00	2,425,785.12	454,551.88	84.20%
<b>013 TE-Downtown Revitalization</b>				
Revenues	450,000.00	45,000.00	405,000.00	
Expenditures	450,000.00	0.00	450,000.00	
<b>014 CIAP-Town Center</b>				
Revenues	777,000.00	0.00	777,000.00	
Expenditures	777,000.00	9,827.00	767,173.00	1.20%
<b>020 Allen Road Widening</b>				
Revenues		0.00	0.00	
Expenditures		37,681.00	-37,681.00	
<b>157 US Justice Equitable Sharing</b>				
Revenues		56,831.49	-56,831.49	
Expenditures		18,078.50	-18,078.50	
<b>160 Fire Protection Fund</b>				
Revenues	176,785.00	183,133.98	-6,348.98	103.50%
Expenditures	255,989.00	169,982.79	86,006.21	66.40%
<b>161 FF Grant: EMW-2012-FO-02393</b>				
Revenues		76,396.00	-76,396.00	
Expenditures		76,395.50	-76,395.50	
<b>166 MDOT Youth Corp Program</b>				
Revenues	34,150.53	37,935.81	-3,785.28	111.00%
Expenditures	35,000.00	22,615.26	12,384.74	64.60%
<b>171 Combined Tidelands Grant</b>				
Revenues	701,713.00	19,431.25	682,281.75	2.70%
Expenditures	695,856.75	20,325.00	675,531.75	2.90%
<b>172 Library Support Fund</b>				
Revenues	117,603.00	100,969.42	16,633.58	85.80%
Expenditures	117,603.00	107,321.13	10,281.87	91.20%
<b>176 Shepard State Park</b>				
Revenues		39,451.50	-39,451.50	
Expenditures		34,554.02	-34,554.02	
<b>404 Solid Waste Fund</b>				
Revenues	1,369,696.90	1,038,049.91	331,646.99	75.70%
Expenditures	1,417,235.90	1,051,820.49	365,415.41	74.20%

JULY 2013  
YEAR TO DATE TOTALS

	BUDGET FY 2013	As of July 2013	Balance	83.33% % to date
<b>Water &amp; Sewer Utility Fund Totals</b>				
Utility Fund Revenues	6,607,294.00	5,085,907.20	1,521,386.80	76.9%
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	129,171.37	34,672.63	78.8%
Water & Sewer O & M	3,808,577.00	2,697,977.52	1,110,599.48	70.8%
Debt Service	2,016,748.00	1,693,694.93	323,053.07	83.9%
Transfers	708,860.00	558,860.00	150,000.00	78.8%
Utility Fund Expenditures	6,910,273.00	5,079,703.82	1,830,569.18	73.5%
<i>Total Operating Expenditures</i>	<i>4,154,665.00</i>	<i>2,824,848.89</i>	<i>1,329,816.11</i>	
<i>Total Capital Outlay Expenditur</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	
<i>Total Debt Service</i>	<i>2,016,748.00</i>	<i>1,693,694.93</i>	<i>323,053.07</i>	
<i>Total Interfund Transfers</i>	<i>708,860.00</i>	<i>558,860.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>6,910,273.00</i>	<i>5,079,703.82</i>	<i>1,830,569.18</i>	
<i>Personnel</i>	<i>310,224.00</i>	<i>292,469.15</i>	<i>17,754.85</i>	<i>94.3%</i>
<i>Contingencies</i>	<i>212,244.00</i>	<i>0.00</i>	<i>212,244.00</i>	
<i>Supplies</i>	<i>379,497.00</i>	<i>138,798.60</i>	<i>240,698.40</i>	<i>36.6%</i>
<i>Other Services</i>	<i>3,252,700.00</i>	<i>2,393,581.14</i>	<i>859,118.86</i>	<i>73.6%</i>
<i>Capital Outlay</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	<i>7.7%</i>
<i>Debt Service</i>	<i>2,016,748.00</i>	<i>1,693,694.93</i>	<i>323,053.07</i>	<i>67.8%</i>
<i>Interfund Transfers</i>	<i>708,860.00</i>	<i>558,860.00</i>	<i>150,000.00</i>	<i>78.8%</i>
<i>Check Total</i>	<i>6,910,273.00</i>	<i>5,079,703.82</i>	<i>1,830,569.18</i>	<i>73.5%</i>
<b>Cash Balance</b>				
Beginning Cash Balance			1,193,590.20	
Water Utility Fund Revenue			697,222.03	
Water Utility Fund Expenditures			503,398.22	
Ending Cash Balance			1,387,414.01	

*Enterprise Special Funds*

	BUDGET FY 2013	As of July 2013	Balance	83.33%
<b>414 CIAP Funds: Old Shell Landing</b>				
Revenue	513,825.00	59,069.88	454,755.12	11.4%
Expenditures	513,825.00	59,069.88	454,755.12	11.4%
<i>Beginning Cash Balance</i>			<i>(35,000.00)</i>	
<i>Total CIAP Fund Revenue</i>			<i>35,000.00</i>	
<i>Total CIAP Fund Expenditures</i>			<i>0.00</i>	
<i>Ending Cash Balance</i>			<i>0.00</i>	
<b>421 MSB - Water Ionization Project</b>				
Revenue			0.00	
Construction Phase Services		162,000.00	(162,000.00)	
<i>Beginning Cash Balance</i>			<i>(33,000.00)</i>	
<i>Revenue</i>			<i>0.00</i>	
<i>Expenditures</i>			<i>129,000.00</i>	
<i>Ending Cash Balance</i>			<i>(162,000.00)</i>	

## August 2013 Ending Cash Balances

### GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$554,802.71
MS Development Loan Katrina	Depository Account	007-000-001	\$2,960.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$45,000.00
CIAP-Town Center	Depository Account	014-000-001	(\$13,627.00)
Allen Road Widening	Depository Account	020-000-001	(\$38,631.00)
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	(\$16,800.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$245,347.69
U S Justice Equitable Sharing	Depository Account	157-000-001	\$206,809.50
Fire Protection Fund	Depository Account	160-000-001	\$236,653.49
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	\$0.50
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$30,826.12)
Tidelands Grant	Depository Account	171-000-001	(\$4,875.00)
Library Support Fund	Depository Account	172-000-001	\$4,338.43
Shepard State Park Fund	Depository Account	176-000-001	\$3,181.02
Solid Waste Fund	Depository Account	404-000-001	\$2,857.23
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	General Ledger Cash Balance		\$1,196,497.76
	General Depository Reconciled Cash Balance		\$1,195,843.62

### ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$219,310.27
	Enterprise Account-Hancock	400-000-002	\$1,055,693.59
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	\$0.00
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$2,869,351.86
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
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	General Ledger Cash Balance		\$4,157,572.38
	Enterprise Reconciled Cash Balance		\$4,154,091.51

AUGUST 2013  
YEAR TO DATE TOTALS

General Fund Totals	BUDGET FY 2013	As of August 2013	Balance	91.66 % % to date
<b>General Fund Revenues</b>	9,404,149.00	8,238,570.22	1,165,578.78	87.6%
Expenditures:				
001 Legislative	98,035.00	95,240.75	2,794.25	97.1%
010 City Court	278,801.00	247,939.81	30,861.19	88.9%
021 City Manager	167,163.00	169,066.94	(1,903.94)	101.1%
022 Human Resources	134,607.00	124,095.99	10,511.01	92.1%
030 Elections	15,500.00	12,746.18	2,753.82	82.2%
040 City Clerk	449,702.00	410,367.01	39,334.99	91.2%
060 City Attorney	80,878.00	74,058.43	6,819.57	91.5%
090 Economic Dev - Planning	675,191.00	579,913.02	95,277.98	85.8%
091 Antique Fair	5,000.00	0.00	5,000.00	
092 Building & General Expenses	373,900.00	369,047.39	4,852.61	98.7%
100 Police	3,514,444.00	2,972,423.11	542,020.89	84.5%
161 Fire	1,809,066.00	1,663,295.81	145,770.19	91.9%
170 Recreation	161,052.00	147,607.02	13,444.98	91.6%
200 PW: Administration	27,541.00	27,538.69	2.31	99.9%
201 PW: Streets	282,976.00	260,346.69	22,629.31	92.0%
205 PW: Maintenance	196,069.00	175,627.16	20,441.84	89.5%
295 Drainage Systems	0.00	2,880.94	(2,880.94)	
680 Debt Service	86,161.00	86,161.00	0.00	100.0%
900 Interfund Transfers	996,695.00	768,089.90	228,605.10	77.0%
556 Contingency				
<b>General Fund Expenditures</b>	<b>9,352,781.00</b>	<b>8,186,445.84</b>	<b>1,166,335.16</b>	<b>87.5%</b>
<i>Total Operating Expenditures</i>				
	8,002,272.00	7,079,555.51	922,716.49	
<i>Total Capital Outlay Expenditur</i>				
	61,700.00	56,355.95	5,344.05	
<i>Total Debt Service</i>				
	292,114.00	282,444.48	9,669.52	
<i>Total Transfers Out</i>				
	996,695.00	768,089.90	228,605.10	
<i>Total Contingencies</i>				
	0.00	0.00	0.00	
<i>Check Total</i>				
	9,352,781.00	8,186,445.84	1,166,335.16	
<i>Personnel</i>	6,533,548.40	5,831,946.69	701,601.71	89.3%
<i>Supplies</i>	441,277.00	346,304.75	94,972.25	78.5%
<i>Other Services</i>	1,027,446.60	901,304.07	126,142.53	87.7%
<i>Capital Outlay</i>	61,700.00	56,355.95	5,344.05	91.3%
<i>Debt Service</i>	292,114.00	282,444.48	9,669.52	96.7%
<i>Interfund Transfers</i>	996,695.00	768,089.90	228,605.10	77.1%
<i>Contingencies</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,352,781.00	8,186,445.84	1,166,335.16	87.5%
<i>Beginning Cash Balance</i>			1,344,592.52	
<i>General Fund Revenue</i>			493,423.68	
<i>General Fund Expenditures</i>			1,283,213.49	
<i>Remaining balance</i>			554,802.71	

AUGUST 2013  
YEAR TO DATE TOTALS

*General Depository Special Fund*  
**130 \$7M GO Bond - Capital Improvements**

	BUDGET FY 2013	As of August 2013	Balance	91.66%
Revenue	486,587.50	729,591.43	(243,003.93)	
Capital Improvements	2,535,825.00	724,340.45	1,811,484.55	28.5%
Debt Service	486,587.50	486,487.52	99.98	99.9%
Transfer to General Fund	30,000.00	30,000.00	0.00	100.0%
	3,052,412.50	1,240,827.97	1,811,584.53	40.7%

<b><i>Beginning Cash Balance</i></b>	<b>1,780,376.81</b>
<b><i>Total GO Bond Revenues</i></b>	<b>378,238.07</b>
<b><i>Total GO Bond Expenditures</i></b>	<b>104,932.80</b>
<b><i>Ending Cash Balance</i></b>	<b>2,053,682.08</b>

AUGUST 2013  
YEAR TO DATE TOTALS

<i>General Depository Special Funds</i>	BUDGET FY 2013	As of August 2013	Balance	91.66% % to date
<b>007 MS Dev 2.36M Katrina Bonds</b>				
Revenues	278,566.25	278,566.25	0.00	100.00%
Expenditures	279,616.25	279,101.25	515.00	99.80%
<b>012 CDBG Downtown Revitalization</b>				
Revenues	3,093,900.00	2,639,004.39	454,895.61	85.20%
Expenditures	2,880,337.00	2,425,785.12	454,551.88	84.20%
<b>013 TE-Downtown Revitalization</b>				
Revenues	450,000.00	45,000.00	405,000.00	
Expenditures	450,000.00	0.00	450,000.00	
<b>014 CIAP-Town Center</b>				
Revenues	777,000.00	2,856.25	774,143.75	0.30%
Expenditures	777,000.00	16,483.25	760,516.75	2.10%
<b>020 Allen Road Widening</b>				
Revenues		0.00	0.00	
Expenditures		38,631.00	-38,631.00	
<b>100 Hazard Mitigation Grant 1794-23-01</b>				
Revenues		5,600.00	-5,600.00	
Expenditures		22,400.00	-22,400.00	
<b>128 Martin Bluff Road Project</b>				
Revenues		0.00	0.00	
Expenditures		15,453.71	-15,453.71	
<b>157 US Justice Equitable Sharing</b>				
Revenues		61,431.43	-61,431.43	
Expenditures		23,678.50	-23,678.50	
<b>160 Fire Protection Fund</b>				
Revenues	176,785.00	183,133.98	-6,348.98	103.50%
Expenditures	255,989.00	172,112.19	83,876.81	67.20%
<b>161 FF Grant: EMW-2012-FO-02393</b>				
Revenues		76,396.00	-76,396.00	
Expenditures		76,395.50	-76,395.50	
<b>166 MDOT Youth Corp Program</b>				
Revenues	34,150.53	37,935.81	-3,785.28	111.00%
Expenditures	35,000.00	34,135.00	865.00	97.50%
<b>171 Combined Tidelands Grant</b>				
Revenues	701,713.00	16,575.00	685,138.00	2.30%
Expenditures	695,856.75	15,593.75	680,263.00	2.20%
<b>172 Library Support Fund</b>				
Revenues	117,603.00	103,904.19	13,698.81	88.30%
Expenditures	117,603.00	107,321.13	10,281.87	91.20%
<b>176 Shepard State Park</b>				
Revenues		45,169.50	-45,169.50	
Expenditures		41,888.48	-41,888.48	
<b>404 Solid Waste Fund</b>				
Revenues	1,369,696.90	1,145,815.55	223,881.35	75.70%
Expenditures	1,417,235.90	1,192,394.26	224,841.64	84.10%

**AUGUST 2013  
YEAR TO DATE TOTALS**

	BUDGET FY 2013	As of August 2013	Balance	91.66% % to date
<b>Water &amp; Sewer Utility Fund Totals</b>				
Utility Fund Revenues	6,607,294.00	5,599,617.46	1,007,676.54	84.7%
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	139,059.86	24,784.14	84.8%
Water & Sewer O & M	3,808,577.00	3,105,260.31	703,316.69	81.5%
Debt Service	2,016,748.00	1,896,874.14	119,873.86	94.0%
Transfers	708,860.00	558,860.00	150,000.00	78.8%
Utility Fund Expenditures	6,910,273.00	5,700,054.31	1,210,218.69	82.4%
<i>Total Operating Expenditures</i>	<i>4,154,665.00</i>	<i>3,242,020.17</i>	<i>912,644.83</i>	
<i>Total Capital Outlay Expenditur</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	
<i>Total Debt Service</i>	<i>2,016,748.00</i>	<i>1,896,874.14</i>	<i>119,873.86</i>	
<i>Total Interfund Transfers</i>	<i>708,860.00</i>	<i>558,860.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>6,910,273.00</i>	<i>5,700,054.31</i>	<i>1,210,218.69</i>	
<i>Personnel</i>	<i>310,224.00</i>	<i>308,834.09</i>	<i>1,389.91</i>	<i>99.6%</i>
<i>Contingencies</i>	<i>212,244.00</i>	<i>0.00</i>	<i>212,244.00</i>	
<i>Supplies</i>	<i>379,497.00</i>	<i>162,292.10</i>	<i>217,204.90</i>	<i>42.8%</i>
<i>Other Services</i>	<i>3,252,700.00</i>	<i>2,770,893.98</i>	<i>481,806.02</i>	<i>85.2%</i>
<i>Capital Outlay</i>	<i>30,000.00</i>	<i>2,300.00</i>	<i>27,700.00</i>	<i>7.7%</i>
<i>Debt Service</i>	<i>2,016,748.00</i>	<i>1,896,874.14</i>	<i>119,873.86</i>	<i>94.1%</i>
<i>Interfund Transfers</i>	<i>708,860.00</i>	<i>558,860.00</i>	<i>150,000.00</i>	<i>78.8%</i>
<i>Check Total</i>	<i>6,910,273.00</i>	<i>5,700,054.31</i>	<i>1,210,218.69</i>	<i>82.4%</i>
<b>Cash Balance</b>				
<i>Beginning Cash Balance</i>			<i>1,387,414.01</i>	
<i>Water Utility Fund Revenue</i>			<i>615,727.66</i>	
<i>Water Utility Fund Expenditures</i>			<i>728,137.81</i>	
<i>Ending Cash Balance</i>			<i>1,275,003.86</i>	

*Enterprise Special Funds*

	BUDGET FY 2013	As of August 2013	Balance	91.66%
<b>414 CIAP Funds: Old Shell Landing</b>				
Revenue	513,825.00	59,069.88	454,755.12	11.4%
Expenditures	513,825.00	59,069.88	454,755.12	11.4%

<i>Beginning Cash Balance</i>	<i>0.00</i>
<i>Total CIAP Fund Revenue</i>	<i>0.00</i>
<i>Total CIAP Fund Expenditures</i>	<i>0.00</i>
<i>Ending Cash Balance</i>	<i>0.00</i>

	BUDGET FY 2013	As of August 2013	Balance	91.66%
<b>421 MSB - Water Ionization Project</b>				
Revenue		3,059,351.86	(3,059,351.86)	
Construction Phase Services		190,000.00	(190,000.00)	

<i>Beginning Cash Balance</i>	<i>(162,000.00)</i>
<i>Revenue</i>	<i>3,059,351.86</i>
<i>Expenditures</i>	<i>28,000.00</i>
<i>Ending Cash Balance</i>	<i>2,869,351.86</i>

## September 2013 Ending Cash Balances

### GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$867,246.38
MS Development Loan Katrina	Depository Account	007-000-001	\$2,460.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$45,000.00
CIAP-Town Center	Depository Account	014-000-001	(\$13,627.00)
Allen Road Widening	Depository Account	020-000-001	(\$38,631.00)
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	(\$16,800.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$239,926.93
U S Justice Equitable Sharing	Depository Account	157-000-001	\$206,809.50
Fire Protection Fund	Depository Account	160-000-001	\$160,790.97
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	\$0.50
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	(\$32,258.93)
Tidelands Grant	Depository Account	171-000-001	\$237,375.00
Library Support Fund	Depository Account	172-000-001	\$7,927.33
Shepard State Park Fund	Depository Account	176-000-001	\$14,355.23
Solid Waste Fund	Depository Account	404-000-001	\$3,515.85
General Ledger Cash Balance			\$1,683,397.07
<b>General Depository Reconciled Cash Balance</b>			<b>\$1,682,702.93</b>

### ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$219,584.77
	Enterprise Account-Hancock	400-000-002	\$1,017,186.80
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	\$0.00
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$2,864,351.86
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
General Ledger Cash Balance			\$4,114,340.09
<b>Enterprise Reconciled Cash Balance</b>			<b>\$4,111,631.17</b>

**SEPTEMBER 2013  
YEAR TO DATE TOTALS**

<b>General Fund Totals</b>	<b>BUDGET FY 2013</b>	<b>As of September 2013</b>	<b>Balance</b>	<b>100% % to date</b>
<b>General Fund Revenues</b>	<b>9,236,363.00</b>	<b>9,030,021.06</b>	<b>206,341.94</b>	<b>97.7%</b>
<b>Expenditures:</b>				
001 Legislative	102,645.00	103,180.11	(535.11)	100.5%
010 City Court	278,001.00	277,410.34	590.66	99.7%
021 City Manager	183,523.00	182,338.18	1,184.82	99.3%
022 Human Resources	134,657.00	134,140.35	516.65	99.6%
030 Elections	15,100.00	15,093.66	6.34	99.9%
040 City Clerk	452,387.00	450,462.32	1,924.68	99.5%
060 City Attorney	74,078.00	74,058.43	19.57	99.9%
090 Economic Dev - Planning	675,191.00	626,551.48	48,639.52	92.7%
091 Antique Fair	5,000.00	0.00	5,000.00	
092 Building & General Expenses	407,600.00	399,607.36	7,992.64	98.0%
100 Police	3,494,278.00	3,190,903.67	303,374.33	91.3%
161 Fire	1,815,066.00	1,791,332.64	23,733.36	98.6%
170 Recreation	174,542.00	161,557.13	12,984.87	92.5%
200 PW: Administration	27,541.00	27,538.69	2.31	99.9%
201 PW: Streets	286,476.00	270,200.46	16,275.54	94.3%
205 PW: Maintenance	196,169.00	188,607.67	7,561.33	96.1%
295 Drainage Systems	8,486.00	4,380.47	4,105.53	51.6%
680 Debt Service	86,161.00	0.00	86,161.00	
900 Interfund Transfers	768,094.00	768,089.90	4.10	99.9%
556 Contingency				
<b>General Fund Expenditures</b>	<b>9,184,995.00</b>	<b>8,665,452.86</b>	<b>519,542.14</b>	<b>94.3%</b>
<i>Total Operating Expenditures</i>	<i>8,074,799.00</i>	<i>7,643,907.13</i>	<i>430,891.87</i>	
<i>Total Capital Outlay Expenditur</i>	<i>59,655.00</i>	<i>57,172.35</i>	<i>2,482.65</i>	
<i>Total Debt Service</i>	<i>282,447.00</i>	<i>196,283.48</i>	<i>86,163.52</i>	
<i>Total Transfers Out</i>	<i>768,094.00</i>	<i>768,089.90</i>	<i>4.10</i>	
<i>Total Contingencies</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>9,184,995.00</i>	<i>8,665,452.86</i>	<i>519,542.14</i>	
<i>Personnel</i>	<i>6,515,089.40</i>	<i>6,287,771.37</i>	<i>227,318.03</i>	<i>96.5%</i>
<i>Supplies</i>	<i>457,493.00</i>	<i>372,902.97</i>	<i>84,590.03</i>	<i>81.5%</i>
<i>Other Services</i>	<i>1,102,216.60</i>	<i>983,232.79</i>	<i>118,983.81</i>	<i>89.2%</i>
<i>Capital Outlay</i>	<i>59,655.00</i>	<i>57,172.35</i>	<i>2,482.65</i>	<i>95.8%</i>
<i>Debt Service</i>	<i>282,447.00</i>	<i>196,283.48</i>	<i>86,163.52</i>	<i>69.5%</i>
<i>Interfund Transfers</i>	<i>768,094.00</i>	<i>768,089.90</i>	<i>4.10</i>	<i>100.0%</i>
<i>Contingencies</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>9,184,995.00</i>	<i>8,665,452.86</i>	<i>519,542.14</i>	<i>94.3%</i>
<b>Beginning Cash Balance</b>			<b>554,802.71</b>	
<b>General Fund Revenue</b>			<b>912,065.44</b>	
<b>General Fund Expenditures</b>			<b>599,621.77</b>	
<b>Remaining balance</b>			<b>867,246.38</b>	

SEPTEMBER 2013  
YEAR TO DATE TOTALS

*General Depository Special Fund*  
**130 \$7M GO Bond - Capital Improvements**

Obj Description	<b>AMENDED</b>		Balance	100.00%
	BUDGET FY 2013	As of September 2013		
Revenue	730,614.55	730,876.11	(261.56)	100.0%
Capital Improvements	2,779,852.05	824,402.85	1,955,449.20	29.6%
Debt Service	486,587.50	486,487.52	99.98	99.9%
Transfer to General Fund	30,000.00	30,000.00	0.00	100.0%
	<u>3,296,439.55</u>	<u>1,340,890.37</u>	<u>1,955,549.18</u>	

<i>Beginning Cash Balance</i>	<b>2,053,682.08</b>
<i>Total GO Bond Revenues</i>	<b>1,284.68</b>
<i>Total GO Bond Expenditures</i>	<b>100,062.40</b>
<i>Ending Cash Balance</i>	<b>1,954,904.36</b>

SEPTEMBER 2013  
YEAR TO DATE TOTALS

<i>General Depository Special Funds</i>	BUDGET FY 2013	As of September 2013	Balance	91.66% % to date
<b>007 MS Dev 2.36M Katrina Bonds</b>				
Revenues	278,566.25	278,566.25	0.00	100.00%
Expenditures	279,616.25	279,601.25	15.00	99.90%
<b>012 CDBG Downtown Revitalization</b>				
Revenues	3,093,900.00	2,639,004.39	454,895.61	85.20%
Expenditures	2,880,337.00	2,425,785.12	454,551.88	84.20%
<b>013 TE-Downtown Revitalization</b>				
Revenues	465,000.00	45,000.00	420,000.00	9.60%
Expenditures	465,000.00	0.00	465,000.00	
<b>014 CIAP-Town Center</b>				
Revenues	777,000.00	2,856.25	774,143.75	0.30%
Expenditures	777,000.00	16,483.25	760,516.75	2.10%
<b>020 Allen Road Widening</b>				
Revenues	995,980.00	0.00	995,980.00	
Expenditures	995,980.00	38,631.00	957,349.00	3.80%
<b>100 Hazard Mitigation Grant 1794-23-01</b>				
Revenues	22,400.00	5,600.00	16,800.00	25.00%
Expenditures	22,400.00	22,400.00	0.00	100.00%
<b>128 Martin Bluff Road Project</b>				
Revenues		0.00	0.00	
Expenditures	19,757.00	19,756.47	0.53	99.90%
<b>157 US Justice Equitable Sharing</b>				
Revenues	61,431.43	61,431.43	0.00	100.00%
Expenditures	61,431.43	23,678.50	37,752.93	38.50%
<b>160 Fire Protection Fund</b>				
Revenues	180,936.00	183,133.98	-2,197.98	101.20%
Expenditures	260,140.00	247,974.71	12,165.29	95.30%
<b>161 FF Grant: EMW-2012-FO-02393</b>				
Revenues	105,775.00	76,396.00	29,379.00	72.20%
Expenditures	105,775.00	76,395.50	29,379.50	72.20%
<b>166 MDOT Youth Corp Program</b>				
Revenues	37,939.22	37,935.81	3.41	99.90%
Expenditures	38,788.69	35,567.81	3,220.88	91.60%
<b>171 Combined Tidelands Grant</b>				
Revenues	665,061.76	260,325.00	404,736.76	39.10%
Expenditures	659,205.51	17,093.75	642,111.76	2.50%
<b>172 Library Support Fund</b>				
Revenues	117,603.00	111,831.52	5,771.48	95.00%
Expenditures	117,603.00	111,659.56	5,943.44	94.90%
<b>176 Shepard State Park</b>				
Revenues	55,000.00	62,943.79	-7,943.79	114.40%
Expenditures	55,000.00	48,488.56	6,511.44	88.10%
<b>404 Solid Waste Fund</b>				
Revenues	1,300,596.90	1,251,498.94	49,097.96	96.20%
Expenditures	1,348,135.90	1,297,419.03	50,716.87	96.20%

**SEPTEMBER 2013  
YEAR TO DATE TOTALS**

<b>Water &amp; Sewer Utility Fund Totals</b>	<b>BUDGET</b>	<b>As of</b>	<b>Balance</b>	<b>100.0% % to date</b>
	<b>FY 2013</b>	<b>September 2013</b>		
Utility Fund Revenues	6,335,485.00	6,154,254.97	181,230.03	97.1%
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	148,554.86	15,289.14	90.6%
Water & Sewer O & M	3,536,768.00	3,398,570.15	138,197.85	96.0%
Debt Service	2,016,748.00	2,013,199.20	3,548.80	99.8%
Transfers	708,860.00	708,860.00	0.00	100.0%
<b>Utility Fund Expenditures</b>	<b>6,638,464.00</b>	<b>6,269,184.21</b>	<b>369,279.79</b>	<b>94.4%</b>
<i>Total Operating Expenditures</i>	<i>3,910,556.00</i>	<i>3,544,825.01</i>	<i>365,730.99</i>	
<i>Total Capital Outlay Expenditures</i>	<i>2,300.00</i>	<i>2,300.00</i>	<i>0.00</i>	
<i>Total Debt Service</i>	<i>2,016,748.00</i>	<i>2,013,199.20</i>	<i>3,548.80</i>	
<i>Total Interfund Transfers</i>	<i>708,860.00</i>	<i>708,860.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>6,638,464.00</i>	<i>6,269,184.21</i>	<i>369,279.79</i>	
<i>Personnel</i>	<i>320,216.00</i>	<i>320,167.43</i>	<i>48.57</i>	<i>99.98%</i>
<i>Contingencies</i>	<i>212,244.00</i>	<i>0.00</i>	<i>212,244.00</i>	
<i>Supplies</i>	<i>266,297.00</i>	<i>169,453.50</i>	<i>96,843.50</i>	<i>63.6%</i>
<i>Other Services</i>	<i>3,111,799.00</i>	<i>3,055,204.08</i>	<i>56,594.92</i>	<i>98.2%</i>
<i>Capital Outlay</i>	<i>2,300.00</i>	<i>2,300.00</i>	<i>0.00</i>	<i>100.0%</i>
<i>Debt Service</i>	<i>2,016,748.00</i>	<i>2,013,199.20</i>	<i>3,548.80</i>	<i>99.8%</i>
<i>Interfund Transfers</i>	<i>708,860.00</i>	<i>708,860.00</i>	<i>0.00</i>	<i>100.0%</i>
<i>Check Total</i>	<i>6,638,464.00</i>	<i>6,269,184.21</i>	<i>369,279.79</i>	<i>94.4%</i>
<b>Cash Balance</b>				
<i>Beginning Cash Balance</i>			<b>1,275,003.86</b>	
<i>Water Utility Fund Revenue</i>			<b>654,821.08</b>	
<i>Water Utility Fund Expenditures</i>			<b>693,053.37</b>	
<i>Ending Cash Balance</i>			<b>1,236,771.57</b>	

*Enterprise Special Funds*

<b>414 CIAP Funds: Old Shell Landing</b>	<b>AMENDED</b>			
	<b>BUDGET</b>	<b>As of</b>	<b>Balance</b>	<b>100.00%</b>
	<b>FY 2013</b>	<b>September 2013</b>		
Revenue	533,685.00	59,069.88	474,615.12	11.0%
Construction Phase Services	533,685.00	59,069.88	474,615.12	11.0%
<i>Beginning Cash Balance</i>			<b>0.00</b>	
<i>Total CIAP Fund Revenue</i>			<b>0.00</b>	
<i>Total CIAP Fund Expenditures</i>			<b>0.00</b>	
<i>Ending Cash Balance</i>			<b>0.00</b>	

<b>421 MSB - Water Ionization Project</b>	<b>AMENDED</b>			
	<b>BUDGET</b>	<b>As of</b>	<b>Balance</b>	<b>100.00%</b>
	<b>FY 2013</b>	<b>September 2013</b>		
Revenue	3,059,351.86	3,059,351.86	0.00	100.0%
Expenditures	3,059,351.86	195,000.00	2,864,351.86	6.3%
<i>Beginning Cash Balance</i>			<b>2,869,351.86</b>	
<i>Revenue</i>			<b>0.00</b>	
<i>Expenditures</i>			<b>5,000.00</b>	
<i>Ending Cash Balance</i>			<b>2,864,351.86</b>	

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

**ORDER NUMBER 270-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Revised Service Provider Agreement with ClearWater Solutions, LLC. is hereby approved.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.



## PROFESSIONAL SERVICE AGREEMENT

This Service Agreement (the “**Contract**”) is entered into on the 5th day of November, 2013 between the City of Gautier, Mississippi (“**City**”), whose address is 3330 Highway 90, Gautier, Mississippi 39553 and ClearWater Solutions, LLC, (“**Service Provider**”), whose address is 3101 Frederick Road, Suite 1, Opelika, Alabama 36801 and together referred to as “the Parties.”

### RECITALS

WHEREAS, simultaneously herewith, the Service Provider will manage, operate and maintain the City’s water and wastewater system in Gautier, Mississippi (“**System**”) and,

NOW, THEREFORE in consideration of the foregoing premises, and the mutual conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

### ARTICLE I - COMPANY OBLIGATIONS

#### **General Obligations - The Service Provider shall:**

1. City shall compensate Service Provider, and Service Provider shall provide services to City, pursuant to the terms of this Agreement;
2. The Service Provider shall manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with said contract;
3. The Service Provider shall Operate and manage the System on a 24-hour per day, 7 day per week basis;
4. To the extent required by any applicable state regulations, the Service Provider shall provide all information necessary to secure Governmental Approvals and otherwise manage and operate the System as to comply with Applicable Law and the terms and conditions of the Contract;
5. Service Provider shall operate and manage the City’s water, wastewater systems, street maintenance, and office administration duties including: generating work orders, meter reading downloads, and all associated duties;
6. Service Provider shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, and supervisory skills with the Service Provider paying for such training and education;
7. Unless capital recommendations are required to meet regulatory criteria, Service Provider shall not be relieved of the responsibility to perform if the recommendations made to the City by the Service Provider for system improvements are not implemented;
8. Service Provider shall maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to City regarding the need, if any, for City to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider’s operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act (“ADA”). Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the Facility other than reporting to the City;
9. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider’s discretion, to prevent threatened damage, injury or loss;
10. Service Provider shall prepare operating reports, test results, accountings and all other reports as required by federal and/or state law or regulations (including, but not limited to, those which are



- required by the Mississippi Department of Environmental Quality), and shall submit them to City for signature and transmittal to appropriate authorities as so requested;
11. Service Provider shall provide all labor for laboratory testing and sampling presently required by system performance portions of the Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees;
  12. Service Provider shall purchase and provide vehicles and equipment to operate and maintain the System as outlined in appendix B. Service Provider shall maintain insurance, tags, taxes and license for said vehicles and equipment.
  13. Service Provider shall increase the annual fee to cover the cost of vehicles and equipment, plus taxes, tags license and insurance cost. This additional fee will be waived by Service Provider until year two (2) of this Agreement, which shall be November \_\_, 2014. The City will begin paying the additional monthly fee of \$38,888.69 for a total monthly fee of \$183,971.68.
  14. The Service Provider shall begin work pursuant to this Contract on November \_\_ 2013 (the “**Contract Commencement Date**”).

## **Article II - SERVICE PROVIDER’S SCOPE OF SERVICES**

1. This Article shall apply to Service Provider’s services for the City’s water, wastewater, streets and public works.
2. Within the design capacity and capabilities of the Systems, Service Provider shall provide the labor to manage, operate and maintain the System so that water produced from the Well(s) and distributed to customers meets the requirements of all federal, state, EPA, and MDEQ rules and regulations and any/all city ordinances.
3. Service Provider shall operate the wells, distribution lines and sewage lift station(s) in compliance with all federal and state law and regulations and pursuant to good and accepted industry practices for similarly situated contract operators.
4. Service Provider shall perform all Maintenance and Repairs under normal working conditions for the Project.
5. Service Provider shall pay for the following:
  - a. Salary and benefits for employees
  - b. Liability insurance, umbrella insurance, workers comp, FICA, FUTA
  - c. Medical, dental, and eye insurance for employees
  - d. Offer employee 401 K retirement incentive plan
  - e. Annual employee bonus and safety incentive programs
  - f. Safety and training of employees – we have certified training instructors
  - g. Professional fees, dues, and subscriptions for ClearWater employees
  - h. Safety supplies: i.e., boots, gloves, safety glasses etc. per year
  - i. Uniforms, professional fees, dues and subscriptions for ClearWater employees
  - j. Cell Phone / two-way radios
  - k. All Chlorine
  - l. Prepare and submit MDEQ and City reports
  - m. Grounds maintenance around wells, tanks and lift stations
  - n. Leak repairs, pipe installation, work orders, meter reading, meter maintenance
  - o. Water loss program
  - p. Lab Testing supplies and Compliance Testing supplies
  - q. Valve and fire hydrant maintenance program
  - r. Purchase of existing public works vehicles and equipment
  - s. Provide all vehicles and equipment necessary to perform the duties of public works
  - t. Pay for tags, license, and related items for vehicles and equipment



- u. 24/7 emergency call outs
- v. Prepare standard operating procedures for day-to-day procedures (SOP's)
- w. Miscellaneous tools and equipment for performing routine maintenance
- x. Required safety equipment
- y. Perform a 5 year Comprehensive Plan on sewer
- z. 600,000 LF of sewer line to be smoke tested, cleaned and videoed (CCTV) with documentation, reports, and recommendation to sewer system within the first five (5) years of the contract.
- aa. CMMS & OPSWIN software programs for tracking maintenance and QA/QC in the lab and process control testing
- bb. Update of all Operation and Maintenance Manuals
- cc. Responsible for compliance / fines as a result of failure to comply with permit terms and conditions
- dd. Will hold harmless the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Service Provider's negligence during the period of partnership
- ee. Oversee manufactures' warranties on new equipment purchased by the City and will assist the City in enforcing existing equipment warranties and guarantees
- ff. Responsible for the safety of the firm's employees
- gg. Sewer cleaning / TV equipment
- hh. GIS / GPS Mapping
- ii. Engineering expertise up to \$51,000 per year
- jj. Grant assistance
- kk. Investigate radio read meters and provide oversight for design and installation
- ll. Investigate Bemis Avenue and provide recommendations for remediation.
- mm. Will install the pipe connecting the wells related to the color removal project and provide the labor to do so at no additional cost to the city
- nn. Will be responsible for repairing water leaks, pipe breaks, meter reading, fire hydrant repairs, flow testing, new service installations, work orders, meter cut-offs/on, service restoration, emergency repairs, exercising water valves, as well as other services necessary to operate the water distribution system
- oo. Will manage the public works department and have employees trained in streets and sidewalk repairs and maintenance, grass cutting, right of way maintenance, refuse removal and pickup, storm drain cleaning and maintenance, as well as all related duties associated with such. Service Provider will provide a grass cutting schedule for City to approve.
- pp. Service provider will maintain major drainage outfalls and ditches after the City provides an initial, one time cleaning and clearing. These areas were previously maintained by a separate contractor and will be mutually agreed upon between both parties.
- qq. Will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and repairs, and sewer overflow responses
- rr. Will maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain, and manage the system
- ss. Will repair and maintain the System and the city's infrastructure, so as to preserve and improve the City of Gautier's assets, investments, and services
- tt. Will provide the highest level of friendly, reliable, professional, and responsive customer service utilizing to the extent feasible the City's existing assets, facilities, office, and equipment



- uu. Will maximize revenues and operate and maintain the System at the lowest possible cost to the customers and interconnection recipients of the City of Gautier
- vv. Will operate the System pursuant to the Annual Budget and fee schedule adopted by the City of Gautier using the City's existing assets, resources, and leases
- ww. Will provide revenues that more than offset operating costs
- xx. Will provide water, wastewater monitoring and reporting as required by state, federal, and local law, and industry standards
- yy. Will provide a certified water treatment operator when proposed water treatment facility goes on-line. Service provider and City shall negotiate an increase to this contract for these services.
- xx. Will be responsible for overseeing the Billing Contract that the City currently has in place

### **Article III – CITY'S DUTIES**

1. The City shall pay for all power and maintenance materials.
2. The City shall fund all necessary Capital Expenditures.
3. Any loss, damage, or injury resulting from City's failure to provide capital improvements and/or funds when reasonably requested by Service Provider shall be the sole responsibility of City.
4. The City shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to City and are not transferred to Service Provider under this Agreement.
5. City shall provide the use of office space and shop area currently owned by the City.
6. City shall provide the use of billing software and computers.
7. City shall provide the current stock – maintenance parts and material.
8. City shall provide office supplies: postage, bills, computers, consumer confidence reports, paper, printer supplies, etc.
9. City will pay all debt service payments.
10. City will pay for all building maintenance repairs and rent.
11. City will pay for all computer support.
12. City will pay for engineering/professional services above the contracted \$51,000.
13. City will pay the wastewater treatment invoices.
14. City will be responsible for all transfers to the general fund account.
15. City shall be responsible for paying for signal and street lighting.
16. City shall be responsible for paying for all electrical cost.
17. City shall be responsible for paying for all repair and replacement parts and materials excluding that required for vehicles and equipment.
18. City shall pay Service Provider beginning in year two (2) of this Agreement the additional fee for vehicles and equipment.
19. If for any reason this Agreement is terminated, either by the City or Service Provider, the unpaid balance of the vehicles and equipment as outlined in Appendix B shall be paid in full by the City no later than 30 days after termination date. The unpaid balance will be based on a 3<sup>rd</sup> party appraisal agreed upon by both parties and vehicles and equipment will be returned to City ownership.

### **Article IV - COMPENSATION**



1. Service Provider's compensation under this Agreement shall consist of an Annual Fee of \$1,741,000 or \$145,083 per month for the first year of the contract.
2. Service Provider's compensation under this Agreement shall consist of an Annual Fee of \$2,207,700 or \$183,971.68 per month beginning on November \_\_\_\_, 2014.
3. The annual fee covers all items listed in Article II-5 as well as the fee for purchase of vehicles and equipment and ancillary fees associate with said.
4. Service Provider and the City of Gautier will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year. If at any time the Service Provider and the City should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI, All Urban Users, and Southern District.

#### **Article V - PAYMENT OF COMPENSATION**

1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 20<sup>th</sup> of the month for each month that services are provided.
2. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within fifteen (15) days.
3. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within twenty (20) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

#### **Article VI - SCOPE CHANGES**

1. Service Provider will request a rate adjustment on the annual fee, which the City will entertain in good faith, based on the following:
  - a. If, at any time, the cost to operate the system due to new permits, rules, regulations or requirements relating to the operation of the system or other matters contained in the Agreement, and in the event that compliance by Service Provider with such new permits, ordinances, rules, regulations, or requirements would materially increase Service Provider's cost of performing under the Agreement, then the City and Service Provider shall mutually agree on an Amendment to the existing Agreement to modify the Contract. In turn, if the above would reduce the said contract then Service Provider and the City would agree on a reduction to the annual fee.
  - b. The contact will provide for the term of the agreement between the City and the Firm to be for ten years with a contingency clause which states that the contract shall be approved by new Council members after elections.
  - c. The Service Provider will negotiate with the City an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in the project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by a governmental agency having jurisdiction over such changes.
  - d. Employees will be given a standard of living increase up to 3% each year based on performance evaluation.

#### **Article VII - TERM, TERMINATION AND DEFAULT**



1. This contract shall take effect on the Contract Commencement Date and remain in effect for ten (10) years or any shorter period as effectuated through a termination under the terms of the Contract. The City or Service Provider may terminate the Agreement for convenience at any time during the Agreement by giving the City or Service Provider 120 day's prior written notice of such termination
2. Upon notice of termination by either party, Service Provider shall assist City in assuming operation of the Project. If Service Provider incurs additional cost at request of City, City shall pay Service Provider such cost within 15 days of invoice receipt.
3. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to City in the same condition, as it was upon the effective date of this Agreement, ordinary wear and tear expected.
4. If this contract is terminated or fails to be ratified by either party for any reason, the unpaid balance for the vehicles and equipment, as outlined in appendix B, as well as any capital expenses, shall be paid in full by the City to the Service Provider within thirty (30) days of the termination of this contract. The parties agree that this provision is reasonable, and hereby acknowledge that in the event the contract is terminated or fails to be ratified, Service Provider will suffer damages. The parties agree and acknowledge that the unpaid balance for the equipment and vehicles shall be paid to Service Provider as outlined herein and the vehicles and equipment will be returned to City ownership.

#### **Article VIII - DISPUTES AND FORCE MAJEURE**

1. In the event activities by employee groups or unions unrelated to Service Provider cause a disruption in Service Provider's ability to perform at the Project, City, with Service Provider's assistance or Service Provider at its own option, may seek appropriate injunctive court orders. During any such disruption, Service Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.
2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable control or force majeure. However, either party to avoid, delay or otherwise affect any payments due to the other party may not use this section.
3. If a claim or dispute arises between the parties under this Agreement or the performances of any obligations set forth herein, the parties agree to endeavor in good faith to resolve such claim or dispute equitably through negotiation. If such negotiation fails, either party may request non-binding mediation to resolve such claim or dispute, before having recourse to the courts. The non-requesting party may decline such request in its sole discretion. Notwithstanding the foregoing, prior to or during negotiation or non-binding mediation, either party may initiate a legal proceeding to resolve any claim or dispute arising under this Agreement or the performance of any obligations set forth herein.

#### **Article IX - INDEMNITY, LIABILITY AND INSURANCE**

1. Service Provider Agrees to protect, defend and hold the City and its officers, employees and agents free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Service Agreement and/or the performance thereof.



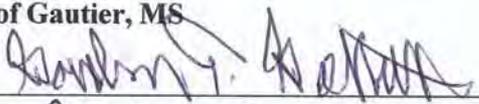
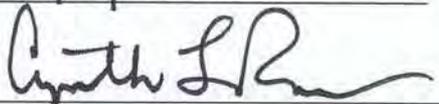
2. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix A. Except as provided in subparagraph 1 above, each party assumes the risk of loss or damage to its respective property and employees and shall maintain broad form property, workers compensation, and general liability insurance in order to protect both parties against any such loss. Each party shall provide the other party with satisfactory proof of insurance.
3. Except to the extent covered by the insurance policies provided by the Service Provider hereunder, neither party shall be liable to the other in an action or claim for consequential, incidental or special damages regardless of whether the action in which recovery of damages is sought is based on contract, (including negligence), or otherwise.
4. Service Provider and City shall be responsible for and maintain employee insurance, i.e. workers compensation and general liability coverage for their respective employees. Neither party shall be liable to the other in an action or claim for the others employee's negligence.

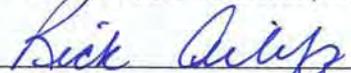
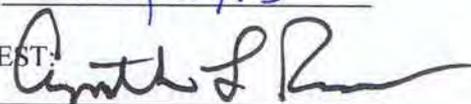
**CONFLICTING PROVISIONS**

This Agreement is intended to be read and construed in pari materia with the City's Request for Proposal and the Service Provider's Response thereto. Should any provisions herein conflict with or create an ambiguity when construed with any provisions contained in the Request for Proposal or Service Provider's Response thereto, then the Request for Proposal or the Response thereto shall exclusively represent the parties' intent.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

**City of Gautier, MS**  
 By:   
 Name: Gordon Colloff  
 Title: Mayor  
 Date: 12/3/2013  
 ATTEST:   
 Its: \_\_\_\_\_

**ClearWater Solutions, LLC**  
 By:   
 Name: Rick A. Little  
 Title: President  
 Date: 12/3/13  
 ATTEST:   
 Its: \_\_\_\_\_



## APPENDIX A INSURANCE COVERAGE

### **Service Provider Shall Maintain:**

- Statutory workers' compensation for all of Service Provider's employees at the project as required by the State of Mississippi.
- Comprehensive general liability insurance, insuring Service Provider's negligence, in an amount not less than \$2,000,000 combined single limits for bodily injury and/or property damage. Such policy will include the City of Gautier as additional insured.
- Pollution Liability Insurance, \$1,000,000.
- Umbrella Liability Insurance, \$4,000,000 general aggregate and \$4,000,000 each occurrence.
- Automobile Liability Insurance, \$1,000,000 for ClearWater vehicles.
- Crime/Theft/Fraud Insurance Policy: Theft - \$100,000, Forgery - \$50,000, Computer/funds transfer fraud - \$15,000, Theft, Disappearance and Destruction - \$50,000.

### **City Shall Maintain:**

1. Automobile liability insurance for collision, comprehensive, and bodily injury on all vehicles owned by the City and utilized by the Service Provider.
2. City shall maintain insurance on all property owned by the City, such as: tanks, wells, lift stations, buildings, etc.

Service Provider will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. Service Provider may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law.

### Vehicle and Equipment

2004 GMC Sierra	1GTEC14V94Z295965
2002 GMC Sierra	1GTEC14322271819
2004 GMC Sierra	1GTEC14V04Z295532
1995 Chevy Cheyenne P/U (Dump)	1GHC34K7SE225095
2004 GMC Sierra - Electrical Issues	1GTEC14V84Z329135
2008 Ford F-250 P/U	1FTSW20588EA35866
2007 Dodge 1 Ton	3D6WG46A17G768597
2004 GMC Sierra	1GTEC14V14Z329283
2004 GMC Sierra	1GTEC14V44Z333098
2004 GMC Sierra	1GTEC14V34Z332346
2005 Ford F-350 P/U	1FTWW30515EA45495
2001 Ford F-150 P/U	1FTRF12W47NA77268
1995 Ford N9M, Lowboy Truck - Needs front end	1FTYR90V4SVA61852
2005 Ford E-350 Van	1FBSS31S05HA64928
2012 Nissan Frontier - Extended Cab	1N6BD0CT9CC468862
2008 Ford F-350 P/U	1FDW36Y98ED50907
2008 Ford F-350 P/U	1FDWF36RX8ED50908
2008 Ford F-350 P/U	1FDWF36R18ED50909
2003 Dodge Ram	1D7HU18N43S153511

VIN #

2008 Ford F350	1FTWW305X8EA69833
2005 Dodge Ram	1DHU18N26J112546

2008 Ford F-250 - Need steering box / windshield	1FTSW20TR98EE17633
1983 GMC C3500 BUCKET TRUCK	1GDHC34W1DV515099

VIN #

2005 FORD F-750(DUMP TRUCK) 9/8/2004

FORD E-350 CAMERA TRUCK  
 VACUUM TRUCK-VAC-CON  
 CASE BACKHOE  
 CASE 580M TURBO BACKHOE  
 Pull Behind Street Sweeper  
 KOBELCO TRACKHOE  
 CLARK FORKLIFT  
 YANMAR MINI EXCAVATOR

BORING RIG

ROLLER

NEW HOLLAND TRACTOR W/EXCAVATOR

YLZ94105

NEW HOLLAND SIDE ARM TRACTOR

ACP271118

John Deere Riding Mower

John Deere Riding Mower

Trencher

**Vehicle and Equipment**

	<u>VIN #</u>
2006, Ford Trash Truck	3FRX75G56V296051
2010 INTL, Trash Truck	1HTMMAN0BH317970
VACUUM TRAILER-PAC MAC	11267 Serial
TRACTOR-FORD 6610, W/BOOM MOWER	Old Long Arm
TRACTOR-KUBOTA w/ Sidearm	10087/M1085
	A890047
	D8200039
Scag Turf Tiger 54" Cut Mower	A8900048
Scag Turf Tiger 54" Cut Mower	E2600292
Scag Turf Tiger 54" Cut Mower	E5400666
Weedeater	
Chainsaw	
Chainsaw	
Chainsaw	
Concrete Saw	
Concrete Saw	
Misc. Drills / Sawzall / Batteries / etc.	
Chop Saw	
Chop Saw	
Smoke Blower	
Tamp	
Tamp	
Small Generator	

**Trailers**

	<u>VIN #</u>
6'5"X14' tandem axle dovetail w/ fold down ramp	
6'10"x16 tandem axle w/ fold down ramp	
6'4"X18' Tandem axle dovetail w/o ramp	
6'X12' Tandem axle dump w/ slide in ramps	17XFD122761067649
6'2"X16' Tandem axle flat bed w/o ramp	
6'2"X16' Tandem axle flat bed w/ fold down ramps	
8'X25' Dual Tandem axle dovetail w/ fold down ramps	
8'X25' Dual Tandem axle dovetail w/ fold down ramps	
8'6"X30' Dual Tandem axle Lowboy w/ hyd. Ramps	
6'10"X12' Tandem axle flatbed w/o ramps	
5'4"X10' Tandem axle w/ fold down ramp (asphalt roller)	
6'3"X15'5" Tandem axle w/ fold down ramps (Yanmar)	
6'X10' Single axle w/ fold down ramp	BR610X6429AFG5268
4'X6' Single axle w/o ramp (asphalt/military surp.)	
6'X12' Tandem axle w/o ramp (Ramjet)	
4'X4' Single axle Diesel engine directional sign	
4'X4' Single axle Diesel engine directional sign	

4'X4' Single axle Diesel engine directional sign  
4'X4' Single axle Diesel engine directional sign  
3'4"X7'7" Single axle Diesel engine 6" trash pump  
Single axle cement / mortar mixer  
Single axle gas engine air compressor  
Single axle diesel engine air compressor  
4'X10' Single axle fuel tank hauler w/ fold down ramp  
4'6"X8' Single axle fuel tank hauler  
Street sweeper tow behind  
Portable Light Tower 4FVLSBDA2AU415078  
Portable Light Tower 4FVLSBDA0AU415077  
6'6X20 Trailer Green  
Ingersoll Rand Air Compressor/ Blue  
Pipe Hunter Ram Jet

## CITY OF GAUTIER

### MEMORANDUM

**To:** Honorable Mayor and Council  
**From:** Samantha D. Abell, City Manager  
**Date:** October 30, 2013  
**Subject:** Consideration of a Revised Service Provider Agreement for Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation and Management Services

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#### **REQUEST:**

City Council entered into a service provider contract in December 2012 for the operation, maintenance and management services of the City's water distribution, wastewater collection, water and garbage disposal billing, public works operation and management. The City Council must now consider a revised contract that includes the new cost to the service provider for the purchase, licensing and insurance of the vehicles and equipment. Further revisions related to remaining transitional matters are also proposed by Clearwater Solutions.

#### **DISCUSSION:**

Both the city's request for proposals and the service provider's original proposal referenced the intended future lease or purchase of public works vehicles and equipment for the use and maintenance of the city's public works. At its regular September 2013 meeting, City Council approved the sale of surplus vehicles and equipment to Clearwater Solutions. The contract has consequently been revised, pursuant to the terms of the original contract, to amortize the cost within the contract. Significant changes proposed by Clearwater in the revised contract include the lengthening of the contract from a five to ten-year term, to further amortize the city's annual associated payment increase.

Clearwater Solutions, LLC provides the revised contract in strike-thru (old)/underline (new) format, to track revisions related to remaining transitional matters.

The 2012 service provider contract provides for the following, at a glimpse:

- Eight (8) water supply wells
- Five (5) storage tanks ranging from 180,000 to 500,000 gallons
- Water Distribution System piping, valves, meters, fire hydrants and related items
- Wastewater Collection System with approximately 600,000 LF of pipe, lift stations, manholes and related items

- Public Works – refuse removal, street, sidewalk, storm drain repairs and maintenance
- Meter Reading
- Customer Service
- Water and Garbage Disposal Billing

**RECOMMENDATION:**

Clearwater Solutions, LLC offers the City a one year forgiveness of the increase in monthly fee from \$145,083 to \$183,971.68.

*CM: I recommend approval of this revision to the contract. The increase in fee is due to the anticipated change in ownership of vehicles and equipment from the city to Clearwater, for the continued operation and maintenance of public works. Clearwater is also forgiving the first year's increase (not deferring, but forgiving) so that the city will have time to install new and more accurate water meters.*

Clearwater Solutions, LLC desires for the City to pay chemical costs other than chlorine costs.

*CM: I recommend approval of this revision to the contract. Currently, the only chemical the City utilizes is chlorine. However, there may be additional chemicals required with the upcoming water filtration system, and this is an unknown cost until permitting is complete.*

Clearwater Solutions, LLC desires to extend the contract terms from 5 years to ten years.

*CM: I recommend Council approve this change. The extension is in the City's best interest as it allows for the amortization of payments and the completion of tiered capital projects with negotiated labor and engineering services.*

Clearwater Solutions, LLC desires the City to compensate Clearwater Solutions, LLC for the hiring of a certified water treatment operator when the facility goes on-line. The amount will be negotiated at a later date, once the filtration plant is ready to come online.

*CM: I recommend Council approve this change, as this item was not anticipated in the original contract but is necessary for water filtration. Understanding however, certifications and ongoing training costs are the responsibility of the service provider.*

Clearwater Solutions, LLC desires that if, for any reason, this Agreement is terminated, either by the City or Service Provider, the unpaid balance of the vehicles and equipment as outlined in Appendix B shall be paid in full by the City no later than 30 days after termination date. Vehicles and equipment will be returned to City ownership.

*CM: Realizing the risk to the service provider to purchase the vehicles and equipment specifically for the operations of the city's system, I recommend approval of this change due to the fact that the service provider accepted the condition that vehicles and equipment outlined in Appendix B are returned to the ownership of the City of Gautier.*

**RECOMMENDATION:**

The City Manager recommends approval of the revised contract. The City Council may approve, or direct the city manager to re-enter into negotiations with the service provider.

**ATTACHMENTS:**

Clearwater Solutions Revised Contract (Strike-thru/Underline Copy)

Clearwater Solutions Revised Contract (Clean Copy)

Councilman Vaughan recused himself from the meeting at 7:24 PM before discussions on Business Item #2 and #3 regarding the Town Green Project due to the fact this was voted on by prior Council and wants to be brought up to date before he makes a decision regarding this project.

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

**ORDER NUMBER 271-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to accept a proposal from Global Valuation Services, Inc. to conduct an appraisal of the 32 Acre Town Green property located on Dolphin Drive in the amount of \$4,000.

**IT IS FURTHER ORDERED** that the appraisal will be prepared to meet the guidelines of the Uniform Standards for Federal Land Acquisitions (a.k.a. the Yellowbook). Any modifications needed to achieve Yellow Book compliance as a result of comments made by the U.S. Fish and Wildlife or other reviewer will be addressed in a timely manner.

**IT IS FURTHER ORDERED** that the assignment will be completed within a 5 to 6 week time period.

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

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

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

NAYS:           None

RECUSED:      Casey Vaughan

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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 November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** October 29, 2013  
**Subject:** Proposal for Appraisal Services for 32 Acre Town Green Property on Dolphin Drive

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**REQUEST:**

The Economic Development & Planning Department requests authorization to accept a proposal from Global Valuation Services, Inc. to conduct an appraisal of the 32 acre Town Green property located on Dolphin Drive. This is a grant reimbursable expense.

**BACKGROUND:**

In order to meet the requirements of the U.S. Fish and Wildlife Service to reimburse the City of Gautier for the purchase of the 32 acres on Dolphin Drive through the Coastal Impact Assistance Program (CIAP), an appraisal is needed that conforms to U.S. Federal Land Acquisition (“Yellow Book”) Standards. Global Valuation Services, Inc. has submitted a proposal to conduct the required appraisal in approximately five to six weeks for a fee of \$4,000.00. See the attached proposal for additional information.

**RECOMMENDATION:**

City staff recommends that City Council authorize acceptance of the proposal to prepare an appraisal for the 32 acre Town Green property on Dolphin Drive as presented.

The City Council may:

1. Authorize appraisal of the property by Global Valuation Services, Inc. as presented, or
2. Authorize appraisal of the property by Global Valuation Services, Inc. with changes, or
3. Disapprove appraisal of the property by Global Valuation Services, Inc.

**ATTACHMENT(S):**

Appraisal Proposal from Global Valuation Services, Inc.



Mississippi Gulf Coast Offices  
2109 · 22nd Avenue  
Gulfport, MS 39501  
15225 Lemoine Boulevard  
Biloxi, MS 39532

Alabama Gulf Coast  
5315 Montlimar Plaza Drive  
Suite B  
Mobile, AL 36609

Office 228-864-1188 Facsimile 866-313-4903

Martin Winfree, MAI  
Jason Garner  
Leah Garner  
Mindy Whitten  
Kevin Grace  
Danielle Tackett  
Meagan Necaize

Brandon Beaird  
Maranda Henderson

October 22, 2013

City of Gautier  
c/o Chandra Nicolson, Dir. Economic Development  
3330 U. S. Highway 90  
Gautier, MS 39553

Re: Proposal for the Purpose of Preparing an Appraisal of a  
32 Acres of Vacant Land Owned by the City of Gautier  
Located Along Dolphin Drive, Gautier, MS 39553

Dear Ms. Nicholson:

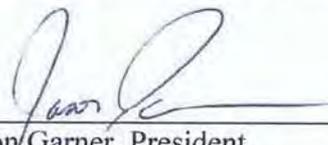
We appreciate the opportunity to provide you with a proposal for our real estate appraisal services. Based upon your email communication, the appraisal will be prepared to meet the guidelines of the Uniform Standards for Federal Land Acquisitions (a.k.a. the Yellowbook). Any modifications needed to achieve Yellow Book compliance as a result of comments made by the U. S. Fish and Wildlife or other reviewer will be addressed in a timely manner. We understand time is of the essence and can therefore begin immediately and complete this assignment with a 5 to 6 week time period.

Our fee for the assignment is as follows:

32 Acres Along Dolphin Drive	Owned by the City of Gautier	\$4,000
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Please let us know if you require further information from us regarding this proposal.

GLOBAL VALUATION SERVICES, INC.

By:   
Jason Garner, President

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

**ORDER NUMBER 272-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to accept a proposal for appraisal review services from Teresa Rankin, Real Estate Appraiser for property known as the "Misty Meadows Tract" grant number F12AF00364 in conjunction with the project known as "The City of Gautier Town Green Park".

**IT IS FURTHER ORDERED** that the scope of the work will be to determine if the work under review is in compliance with the Uniform Standards Professional Appraisal Practice and with Uniform Appraisal Standards for Federal Land Acquisitions, "Yellow Book" in effect as of the appraisal date.

**IT IS FURTHER ORDERED** that the fee for the appraisal review will be \$2,500.00 and will be due upon completion and delivery of the appraisal review report.

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

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

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

NAYS:           None

RECUSED;      Casey Vaughan

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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 November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** October 30, 2013  
**Subject:** Proposal for Review Appraisal Services for 32 Acre Town Green Property on Dolphin Drive

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**REQUEST:**

The Economic Development & Planning Department requests authorization to accept a proposal from Teresa Rankin, Real Estate Appraiser to conduct a review appraisal of the 32 acre Town Green property located on Dolphin Drive. This is a grant reimbursable expense.

**BACKGROUND:**

In order to meet the requirements of the U.S. Fish and Wildlife Service to reimburse the City of Gautier for the purchase of the 32 acres on Dolphin Drive through the Coastal Impact Assistance Program (CIAP), a review appraisal is needed to determine if the appraisal done on the property conforms to U.S. Federal Land Acquisition (“Yellow Book”) Standards. Teresa Rankin, Real Estate Appraiser has submitted a proposal to conduct the required review appraisal for a fee of \$2,500.00. See the attached proposal and resume for additional information.

**RECOMMENDATION:**

City staff recommends that City Council authorize acceptance of the proposal to prepare a review appraisal for the 32 acre Town Green property on Dolphin Drive as presented.

The City Council may:

1. Authorize a review appraisal of the property by Teresa Rankin, Real Estate Appraiser as presented, or
2. Authorize a review appraisal of the property by Teresa Rankin, Real Estate Appraiser with changes, or
3. Disapprove a review appraisal of the property by Teresa Rankin, Real Estate Appraiser.

**ATTACHMENT(S):**

Appraisal Proposal from Teresa Rankin, Real Estate Appraiser  
Resume- Teresa Rankin, Real Estate Appraiser

# Teresa Rankin, Real Estate Appraiser

129 Hopkins Boulevard #5  
Biloxi, Mississippi 39530  
Phone: 228-365-1082  
E-Mail Trankin66@yahoo.com

October 29, 2013

Ms. Chandra Nicholson  
Director of Economic Development and Planning  
City of Gautier  
3330 Highway 90  
Gautier, Mississippi 39553

RE: Proposal for appraisal review services of one real estate appraisal of property known as the "Misty Meadows Tract" grant number F12AF00364 in conjunction with the project known as "The City of Gautier Town Green Park."

Dear Ms. Nicholson:

Thank you for the opportunity to provide appraisal review services on the above referenced property. I will perform a technical review of one appraisal report and prepare a written review report. The subject property of the appraisal to be reviewed is located in Gautier, Mississippi. The appraisal review will be prepared in compliance with the Uniform Standards of Professional Appraisal Practice and The Uniform Appraisal Standards for Federal Land Acquisitions also known as "Yellow Book".

The scope of my work as I understand it, will be to determine if the work under review is in compliance with the Uniform Standards of Professional Appraisal Practice and with Uniform Appraisal Standards for Federal Land Acquisitions, "Yellow Book" in effect as of the appraisal date. The review will be presented in an individual review report.

The fee for the appraisal review will be \$2,500. The fee will be due upon completion and delivery of the appraisal review report addressed to you. The payment of the fee shall not be contingent upon any value opinion or result reported. The approximate time to complete the review report will depend on the review process but I will work to have it to you within your time frame for this project. I can begin immediately on this work after receiving your notice to proceed and the report to be reviewed.

I understand that the U.S. Fish and Wildlife Services will be an additional intended user of my review report. I have attached my resume for your consideration.

If you have any questions, don't hesitate to contact me. Thank you for the opportunity to be of service to you and the City of Gautier.

Respectfully Submitted,



Teresa Rankin, GA-705  
Certified General Real Estate Appraiser

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## **Teresa Rankin, GA-705**

Certified General Real Estate Appraiser

129 Hopkins Boulevard #5  
Biloxi, Mississippi 39530  
228-365-1082

### **Education and Training**

#### **Masters Degree in Business Administration**

University of Southern Mississippi, School of Business Administration  
September 1988 - December 1989

Real Estate Courses include:           Real Estate Finance

#### **Bachelor of Science**

University of Southern Mississippi, School of Business Administration  
September 1984 - May 1988

Real Estate Courses Include:           Principles of Real Estate  
Property Management  
Real Estate Law

### **Professional Involvement**

State Certified General Appraiser, #GA-705

Real Estate Salesperson, License #S-23797

AQB Certified USPAP Instructor, #-10923

Pre-licensing and continuous education instructor for Mississippi Real Estate Salesperson  
License approved by Mississippi Real Estate Commission

Pre-Licensing and continuous education instructor for Mississippi Real Estate Appraiser  
approved by the Mississippi Real Estate Appraiser Licensing and Certification Board

Member, Mississippi Real Estate Appraiser Licensing and Certification Board, 5<sup>th</sup> Congressional  
District 2002-2006 Vice Chairman, 2004-2006

Member- Association of Appraisal Regulatory Officials

1<sup>st</sup> Alternate Delegate Region II, Association of Appraisal Regulatory Officials

Education Committee, Association Appraisal Regulatory Officials

Programming Committee, Association Appraisal Regulatory Officials

Representative for Mississippi on the State Regulators Advisory Group

Course Approval Program Advisory Panel for the Appraisal Qualifications Board

### **Seminars/Meetings Attended**

Association of Appraisal Regulatory Officials, Washington DC, October 2002  
Association of Appraisal Regulatory Officials, New Orleans LA, May 2002  
Association of Appraisal Regulatory Officials, Washington DC, October 2003  
Appraisal Standards Board meeting, New York City, NY  
Appraisal Standards Board meeting, San Diego, CA April 6, 2004  
State Regulators Advisory Group meeting, Cincinnati, OH, April 23, 2004  
Association of Appraisal Regulatory Officials, Cincinnati OH, April 24-26, 2004  
Course Approval Program Advisory Panel meeting in conjunction with The Appraisal Foundation, New Orleans, LA May 19-21, 2004  
Course Approval Program Advisory Panel meeting with Appraisal Qualifications Board Oklahoma City, OK, July 22, 2004  
State Regulators Advisory Group Meeting, Oklahoma City, OK July 23, 2004  
Association of Appraisal Regulatory Officials, St. Louis, MO April 2005  
Association of Appraisal Regulatory Officials, Washington DC, October 2005  
Association of Appraisal Regulatory Officials, San Antonio, TX, April 2006

### **Continuing Education**

Advanced Income Capitalization  
General Appraiser Report Writing and Case Studies  
Advanced Sales Comparison and Cost Approaches  
General Appraiser Market Analysis and Highest and Best Use  
Uniform Appraisal Standards for Federal Land Acquisitions

**Partial Appraisal Client List – Teresa Rankin:**

American General Finance	City of Biloxi
SBI Acquisitions, Corp.	City of Ocean Springs
Associates Financial Services	City of D'Iberville
Blackhawk Mortgage	City of Magee
Bank of Mississippi	City of Mendenhall
Chase Manhattan	Trustmark National Bank
Citizen's State Bank	Union Planters Bank
Sunburst Bank	C. U. Members Mortgage
North American Mortgage	US Portfolio Services
The Money Store	Republic Finance
Cress Mortgage Group	The Mortgage Center
Deposit Guaranty Mortgage Company	Premiere Entertainment LLC
UC Lending	Conseco Mortgage
Real Estate Services	Express Financial Services
Ridge Mortgage Services	Financial Asset Services
Atlantic Assurance	Federated Mortgage
Realty Mortgage	Priority One Bank
First Family Financial Services, Inc.	BancorpSouth
First Tennessee Bank National Association	Transunion
Community Bank Coast	Merchants and Marine Bank
Peoples Bank, Biloxi	Ford Consumer Credit
General American Corporation	Green Tree Financial Corporation
Harvest Mortgage	Investor Services of America
Land Safe Appraisal Service	Laurel Federal Savings and Loan Association
Magee General Hospital	Medicomp, Inc.
Navy Federal Credit Union	People's Bank, Magee
Prism Mortgage	

Councilman Vaughan returned to the meeting.

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Business Item #4 – Professional Services Agreement for Engineering and Related Services – Brown, Mitchell & Alexander, Inc. was tabled.

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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 273-2013**

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

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

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

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

NAYS:           None

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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 November 5, 2013.

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA, LLC	140109	11/05/2013	10/14/2013			184.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9913366798	09/30/2013		184.20	
001	DELTA COMPUTER SYSTEMS INC	140118	11/05/2013	10/21/2013			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		100007	10/15/2013		230.00	
	001-092-698	VOTER REG SOFTWARE MAINT		100007	10/15/2013		20.00	
	001-092-698	PRIV LIC SOFTWARE MAINT		100008	10/15/2013		80.00	
001	AT&T	140125	11/05/2013	10/24/2013			59.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	10/14/2013		59.52	
001	AT&T	140133	11/05/2013	10/24/2013			52.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	10/14/2013		52.07	
001	AT&T	140138	11/05/2013	10/24/2013			3,513.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2013		3,513.31	
001	SAMANTHA ABELL	140141	11/05/2013	10/30/2013			17.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	REIMB: PHONE CASE		10162013	10/16/2013		17.99	
001	CHANDRA NICHOLSON, CUSTODIAN	140143	11/05/2013	10/30/2013			118.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	PLAT COPY		06272013	10/24/2013		5.00	
	001-090-559	INSPECTION STICKER		06272013	10/24/2013		5.00	
	001-090-500	AUDIO CASSETTES		07312013	10/24/2013		2.09	
	001-090-559	RECORD EASEMENT		08152013	10/24/2013		12.00	
	001-090-559	INSPECTION STICKER		08192013	10/24/2013		5.00	
	001-090-559	EVITES:GAUTIER ELEM EVENT		09042013	10/24/2013		10.00	
	001-090-500	ENVELOPES		09092013	10/24/2013		13.58	
	001-090-607	EXPRESS MAIL (GRANT)		09262013	10/24/2013		24.85	
	001-090-559	PHOTOS FOR GRANT		09262013	10/24/2013		21.71	
	001-090-500	BINDERS		10032013	10/24/2013		19.17	
001	SUSAN R. PAROL	140145	11/05/2013	10/30/2013			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FY 2013 MEETING FEES		09302013	10/29/2013		120.00	
001	PHIL TORJUSEN	140146	11/05/2013	10/30/2013			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FY 2013 MEETING FEES		09302013	10/29/2013		120.00	

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AD2 INC	140147	11/05/2013	10/30/2013			25.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	SEP 2013 HOST FEE	2305	10/15/2013			25.00	
001	CABLE ONE	140149	11/05/2013	10/30/2013			99.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	NOV 2013: 23421-102609-01-6	11052013	10/23/2013			99.95	
001	C SPIRE WIRELESS	140150	11/05/2013	10/30/2013			480.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-605	POLICE CELLS	0032680896	10/11/2013			480.56	
001	DOGAN & WILKINSON PLLC	140151	11/05/2013	10/30/2013			7,916.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	OCT 2013 RETAINER FEE	621-0023F	10/08/2013			7,916.67	
001	FOSTER'S AIR CONDITIONING & HEATING INC	140152	11/05/2013	10/30/2013			325.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	ESA RENEWAL-2 SYSTEMS	P934858	10/01/2013			325.00	
001	FUELMAN OF MS	140153	11/05/2013	10/30/2013			3,273.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP39384972	10/14/2013			41.72	
	001-100-525	UNL FUEL	NP39384972	10/14/2013			2,660.53	
	001-161-525	UNL & DSL FUEL	NP39384972	10/14/2013			430.41	
	001-170-525	UNL & DSL FUEL	NP39384972	10/14/2013			140.54	
001	FUELMAN OF MS	140155	11/05/2013	10/30/2013			4,355.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP39433437	10/21/2013			146.83	
	001-092-525	UNL FUEL	NP39433437	10/21/2013			108.49	
	001-100-525	UNL FUEL	NP39433437	10/21/2013			3,208.02	
	001-161-525	UNL & DSL FUEL	NP39433437	10/21/2013			454.21	
	001-170-525	UNL & DSL FUEL	NP39433437	10/21/2013			297.04	
	001-205-525	UNL FUEL	NP39433437	10/21/2013			141.35	
001	FUELMAN OF MS	140158	11/05/2013	10/30/2013			3,954.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP39474582	10/28/2013			35.56	
	001-092-525	UNL FUEL	NP39474582	10/28/2013			46.92	
	001-100-525	UNL FUEL	NP39474582	10/28/2013			2,917.09	
	001-161-525	UNL & DSL FUEL	NP39474582	10/28/2013			558.36	
	001-170-525	UNL & DSL FUEL	NP39474582	10/28/2013			334.52	
	001-205-525	UNL FUEL	NP39474582	10/28/2013			62.17	
001	GLOBALSTAR	140161	11/05/2013	10/30/2013			52.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	5144537	10/16/2013			52.90	

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	140162	11/05/2013	10/30/2013			34,428.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	AUG 2013 ADC CHGS		08312013	09/19/2013		21,945.00	
	001-010-696	PHARMACY CHARGES		08312013	09/19/2013		386.83	
	001-010-696	SEP 2013 ADC CHGS		09302013	10/11/2013		11,900.00	
	001-010-696	PHARMACY CHARGES		09302013	10/11/2013		196.55	
001	JACKSON COUNTY BOARD OF SUPERVISORS	140163	11/05/2013	10/30/2013			10,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	FY 2014 ANIMAL SHELTER FEE		10152013	10/15/2013		10,560.00	
001	LLOYD B MARSHALL, JR. CPA	140164	11/05/2013	10/30/2013			2,967.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-600	PROGRESS PMT FY 2013		3	10/28/2013		2,967.00	
001	MS DEPT OF FINANCE & ADMIN	140165	11/05/2013	10/30/2013			30,406.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2013 COURT ASSESSMENTS		09302013	10/11/2013		30,406.15	
001	MS DEPT OF PUBLIC SAFETY	140166	11/05/2013	10/30/2013			171.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2013 SPECIAL ASSESSMENTS		09302013	10/11/2013		171.00	
001	PITNEY BOWES PURCHASE POWER	140167	11/05/2013	10/30/2013			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER		20060869	10/20/2013		600.00	
001	SINGING RIVER ANIMAL HOSPITAL	140168	11/05/2013	10/30/2013			104.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	70# DRY DOG FOOD		69142	10/14/2013		104.00	
001	SOUTH MISSISSIPPI BUSINESS MACHINES, INC	140169	11/05/2013	10/30/2013			50.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	OVERAGE FY 2013		AR214845	09/30/2013		50.86	
001	SINGING RIVER E.P.A.	140170	11/05/2013	10/30/2013			345.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	MARTIN BLUFF FD	58380001	10152013	10/23/2013		294.06	
	001-201-629	SIGNAL LIGHTS	17546	10152013	10/23/2013		31.55	
	001-092-631	CITY LIMIT SIGN	17546	10152013	10/23/2013		20.25	
001	SINGING RIVER E.P.A.	140171	11/05/2013	10/30/2013			9,170.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING		10172013	10/24/2013		4,765.08	
	001-201-629	SIGNAL LIGHTS		10172013	10/24/2013		1,330.28	
	001-092-631	CITY HALL		10172013	10/24/2013		1,416.01	
	001-170-631	FRAZIER PARK		10172013	10/24/2013		46.20	
	001-170-631	SENIOR BLDG		10172013	10/24/2013		520.87	
	001-161-631	CENTRAL FD		10172013	10/24/2013		502.86	
	001-170-631	CITY PARK		10172013	10/24/2013		135.71	

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001	SINGING RIVER E.P.A.	140171	11/05/2013	10/30/2013			9,170.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	PUBLIC WORKS		10172013	10/24/2013		432.77	
	001-092-631	HWY 90 SIGN		10172013	10/24/2013		20.25	
001	SINGING RIVER E.P.A.	140172	11/05/2013	10/30/2013			2,864.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION	66298004	10162013	10/24/2013		1,809.39	
	001-201-629	SIGNAL LIGHT	89113001	10162013	10/24/2013		55.62	
	001-170-631	CITY PARK RESTRMS	89912001	10162013	10/24/2013		396.85	
	001-201-633	STREET LIGHTS	90345002	10162013	10/24/2013		403.90	
	001-092-631	RECORDS BLDG	90790001	10162013	10/24/2013		198.94	
001	SINGING RIVER E.P.A.	140173	11/05/2013	10/30/2013			1,276.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST	94987002	10162013	10/24/2013		153.38	
	001-201-633	DOLPHIN ST	94988002	10162013	10/24/2013		191.09	
	001-201-633	DOLPHIN ST	94989002	10162013	10/24/2013		218.04	
	001-201-633	DOLPHIN ST	94990002	10162013	10/24/2013		713.66	
001	SINGING RIVER E.P.A.	140174	11/05/2013	10/30/2013			2,182.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH PD	76008001	10172013	10/28/2013		282.37	
	001-170-631	BACOT PARK	10137	10172013	10/28/2013		1,755.57	
	001-201-629	SIGNAL LIGHTS	10138	10172013	10/28/2013		144.37	
001	ALABAMA MEDIA GROUP	140187	11/05/2013	10/30/2013			136.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: EQUIPMENT SALE		6002883	09/04/2013		85.10	
	001-090-615	CU NOTICE: CELLULAR SOUTH		6012852	09/18/2013		18.24	
	001-040-615	NOTICE: TAX LEVY		6013479	09/18/2013		33.12	
001	STAPLES CREDIT PLAN	140189	11/05/2013	10/31/2013			564.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	INK CARTS, TONER, PAPER		54001	10/03/2013		424.43	
	001-040-559	MONITOR (THIGPEN)		7684	10/02/2013		139.99	
001	PASCAGOULA UTILITIES	140190	11/05/2013	10/31/2013			34.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1508246	10/29/2013		13.02	
	001-161-630	SOUTH FIRE STN		1508426	10/29/2013		21.82	
001	ALABAMA MEDIA GROUP	140196	11/05/2013	11/01/2013			1,352.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: TAX LEVY		6014014	09/20/2013		176.00	
	001-040-615	NOTICE: FY 2014 BUDGET		6015373	09/22/2013		1,176.00	
001	GALLS LLC	140197	11/05/2013	11/01/2013			846.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	6-TACTICAL BODY ARMOR CARRIER		BC0031531	10/15/2013	140051	809.94	
	001-100-559	SHIPPING		BC0031531	10/15/2013	140051	36.99	

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001	REYNOLDS WHOLESALE CO.	140198	11/05/2013	11/01/2013			193.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CASE TOILET TISSUE (6)	38126	09/24/2013	131196		77.00	
	001-090-559	BLACK CAN LINERS	38412	10/14/2013	140049		65.90	
	001-090-559	NITRILE GLOVES PF LARGE	38412	10/14/2013	140049		42.00	
	001-090-559	HAND SANITIZER	38412	10/14/2013	140049		8.95	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	140200	11/05/2013	11/01/2013			338.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	PO-EL101 POLICE OFFICER TEST	24195650	10/08/2013	140024		242.25	
	001-022-660	IPMA-HR CREDIT	24194315	09/30/2013	140024		-83.80	
	001-022-660	FF-EL101 FIREFIGHTER TEST	24195743	10/15/2013	140025		180.54	
001	SOUTH MISSISSIPPI BUSINESS MACHINES, INC	140201	11/05/2013	11/01/2013			1,245.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	SERVICE AGREEMENT MX-M55OU	AR215134	09/30/2013	131204		1,245.00	
001	MISSISSIPPI FIRE ACADEMY	140203	11/05/2013	11/01/2013			270.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	HAZMAT TECH II	21291	10/16/2013	131200		240.00	
	001-161-681	HAXMAT TECH II:SUB FEE	21323	10/17/2013	131200		30.00	
001	BELL AUTO PARTS, INC.	140204	11/05/2013	11/01/2013			260.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	FRONT STRUT ASSY U# 14398	39996	10/07/2013	140011		260.00	
001	GULF COAST BUSINESS SUPPLY CO.	140206	11/05/2013	11/01/2013			370.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	36-5-1336 DUST MOP HEAD (3)	77685	10/14/2013	140039		31.17	
	001-092-510	BMF - MULTIFOLD CASE (4)	77685	10/14/2013	140039		63.96	
	001-092-510	174 SCRUB SPONGE CASE	77685	10/14/2013	140039		15.80	
	001-092-510	CASE TOILET PAPER	77685	10/14/2013	140039		27.99	
	001-161-500	8511NH COPY PAPER CASE (3)	77685	10/14/2013	140039		89.67	
	001-092-510	CLO 35306 CLOROX CASE	77685.1	10/15/2013	140039		37.69	
	001-092-510	PGC 32987 COMET CASE	77685.1	10/15/2013	140039		32.00	
	001-092-510	PGC 45112 DAMN CASE (2)	77685.1	10/15/2013	140039		71.90	
001	C&C OFFICE SUPPLY COMPANY, INC.	140208	11/05/2013	11/01/2013			255.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-500	HEWCM749A PRINTER (PUGH)	79845	10/11/2013	140043		164.49	
	001-022-559	SMD19076 6 SECTION FOLDERS	79845	10/11/2013	140043		78.76	
	001-022-559	MMM654YW POST ITS	79845	10/11/2013	140043		12.42	
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	140209	11/05/2013	11/01/2013			80.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-645	PLAQUES FOR ART WINNERS	011841	03/09/2011	110623		80.00	

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001	HILL MANUFACTURING CO., INC.	140210	11/05/2013	11/01/2013			257.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	EVERCIDE ANT CONTROL 3827	785452788	10/25/2013	140065		245.00	
	001-170-559	FREIGHT	785452788	10/25/2013	140065		12.83	
001	K&R SERVICES, INC.	140211	11/05/2013	11/01/2013			41.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-639	INDICATOR LIGHTS-GENERATOR	30668	10/08/2013	140027		41.40	
001	COMM-TECH SOLUTIONS INC	140213	11/05/2013	11/01/2013			434.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-605	REPL DSL MODEM-SOUTH FD	14512	10/11/2013	140036		260.00	
	001-040-605	RELOCATE MAIN SWITCHBOARD	14513	10/11/2013	140035		174.50	
001	COMMERCIAL & COIN LAUNDRY EQUIPMENT CO	140216	11/05/2013	11/01/2013			187.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	SERVICE UNIMAC WASHER	143155	10/22/2013	140100		187.50	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	140217	11/05/2013	11/01/2013			1,449.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-500	HP 950XL/HP 951 BK INK CART	3212144680	10/12/2013	140044		93.99	
	001-022-500	LEX C540H1KG BK TONER	3212144680	10/12/2013	140044		69.99	
	001-022-500	LEX C540H1CG CYAN TONER	3212144680	10/12/2013	140044		83.99	
	001-022-500	LEX C540H1MG MAGENTA TONER	3212144680	10/12/2013	140044		83.99	
	001-021-559	COVER STOCK # 490882	3212203087	10/15/2013	140050		7.98	
	001-021-559	POST IT NOTES #328501	3212203087	10/15/2013	140050		10.75	
	001-021-559	BIC Z4 # 651791	3212203087	10/15/2013	140050		26.48	
	001-090-645	SINGLE ROLL TICKETS	3212203094	10/15/2013	140047		34.44	
	001-090-500	STAPLES PAPER CLIPS 525881	3212203095	10/15/2013	140048		.50	
	001-090-500	GIANT PAPER CLIPS 075974	3212203095	10/15/2013	140048		3.40	
	001-090-500	STAPLES BROWN KRAFT 187021	3212203095	10/15/2013	140048		12.46	
	001-090-500	STAPLES CDR SPINDLE 452556	3212203095	10/15/2013	140048		20.40	
	001-090-500	STAPLES ENVELOPES 459599	3212203095	10/15/2013	140048		2.75	
	001-090-500	STAPLES 938368	3212203095	10/15/2013	140048		5.20	
	001-090-500	BUSINESS CARD HOLDER (5)	3212203095	10/15/2013	140048		28.45	
	001-090-500	ENGINEER TRIANGLE SCALE	3212203095	10/15/2013	140048		8.23	
	001-090-500	BUSINESS CARD SHEETS	3212203095	10/15/2013	140048		3.19	
	001-090-500	POST IT STICKY PADS	3212203095	10/15/2013	140048		10.32	
	001-090-500	HIGHLIGHTERS 608396	3212203095	10/15/2013	140048		4.32	
	001-090-500	HIGHLIGHTERS 333564	3212203095	10/15/2013	140048		4.41	
	001-010-500	HP TONER CARTRIDGE	3212392017	10/18/2013	140060		167.26	
	001-010-500	HP 64A CARTRIDGE	3212392017	10/18/2013	140060		163.64	
	001-010-500	SHARP INK BLACK	3212392017	10/18/2013	140060		124.96	
	001-010-500	POST IT NOTES	3212392017	10/18/2013	140060		19.83	
	001-010-500	COPY PAPER	3212392017	10/18/2013	140060		368.20	
	001-010-500	ADDING MACHINE TAPE	3212392017	10/18/2013	140060		4.44	
	001-010-500	AA BATTERIES	3212392017	10/18/2013	140060		20.00	
	001-010-500	RED PENS	3212392017	10/18/2013	140060		21.29	
	001-010-500	BLACK PENS	3212392017	10/18/2013	140060		17.90	
	001-010-500	CORRECTION TAPE	3212392017	10/18/2013	140060		9.51	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	140217	11/05/2013	11/01/2013			1,449.67	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-500	CLEAR TAPE	3212392017	10/18/2013	140060		7.50	
	001-010-500	CALCULATOR RIBBON	3212392017	10/18/2013	140060		9.90	
001	PIONEER PRODUCTS INC	140220	11/05/2013	11/01/2013			669.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	L115 HOSE-GEAR CLEANER	SI-74470	10/04/2013	140013		599.76	
	001-161-559	SHIPPING	SI-74470	10/04/2013	140013		69.74	
001	CORAL	140221	11/05/2013	11/01/2013			227.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	14 POLO SHIRTS (DISPATCH)	10172013	10/17/2013	140028		227.50	
FUND TOTAL	1 Claims	to	Checks	51 Total	129,342.03 Manual	Held	Total	129,342.03

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130	BOLTON - LACK ARCHITECTS	140180	11/05/2013	10/30/2013			975.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-756	CONSTRUCTION ADMIN		2012-9	10/28/2013			975.49
130	DAN HENSARLING, INC	140181	11/05/2013	10/30/2013			69,915.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-756	CONSTRUCTION: NEW FIRE STN		10	10/28/2013			69,915.25
130	K&R SERVICES, INC.	140212	11/05/2013	11/01/2013			4,350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-756	TRANSFER SWITCH		30535	08/27/2013	130993		3,500.00
	130-130-756	ELECTRICAL INSTALLATION		30535	08/27/2013	130993		850.00
130	COMM-TECH SOLUTIONS INC	140214	11/05/2013	11/01/2013			659.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-755	SET UP VIDEO NETWORK (CH)		14511	10/11/2013	140033		659.69
FUND TOTAL 130 Claims		to	Checks	4 Total	75,900.43 Manual	Held	Total	75,900.43

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157	COAST CLOTHING COMPANY	140219	11/05/2013	11/01/2013			411.84		
	Account Number			Description	Invoice #	Date	P.O.	Amount	
	157-100-799			LOT 74003 KHAKI	1438	09/11/2013	131131	175.92	
	157-100-799			LOT 72194 KHAKI	1438	09/11/2013	131131	117.96	
	157-100-799			LOT 72194 BLACK	1438	09/11/2013	131131	117.96	
FUND TOTAL	157 Claims	to	Checks	1 Total	411.84 Manual		Held	Total	411.84

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176	AT&T	140124	11/05/2013	10/24/2013			175.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284970676	10/14/2013		65.56	
	176-170-605	OCT 2013 DSL		2284970676	10/14/2013		110.00	
176	AT&T	140136	11/05/2013	10/24/2013			106.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	10/14/2013		106.66	
176	SAMANTHA ABELL	140142	11/05/2013	10/30/2013			119.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	REIMB: TENT		10162013	10/16/2013		119.99	
176	CHANDRA NICHOLSON, CUSTODIAN	140144	11/05/2013	10/30/2013			61.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	TABLECLOTHS, VOTIVES		10172013	10/24/2013		40.13	
	176-170-513	CANDLEHOLDERS, DRY ICE		10182013	10/24/2013		20.87	
176	AD2 INC	140148	11/05/2013	10/30/2013			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOST FEE OCT 2013		2304	10/15/2013		25.00	
	176-170-699	SHOPPING CART OCT 2013		2304	10/15/2013		115.00	
176	FUELMAN OF MS	140156	11/05/2013	10/30/2013			144.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP39433437	10/21/2013		144.05	
176	FUELMAN OF MS	140159	11/05/2013	10/30/2013			230.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL & DSL FUEL		NP39474582	10/28/2013		230.47	
176	SINGING RIVER E.P.A.	140175	11/05/2013	10/30/2013			1,827.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	10172013	10/28/2013		1,550.66	
	176-170-631	HOUSE/OFFICE	76855002	10172013	10/28/2013		276.38	
176	OFFICE DEPOT, 1104	140188	11/05/2013	10/31/2013			36.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	TAPE, PENS, SCISSORS, BOX	67 9478712001	1018/2013	10/18/2013		25.84	
	176-170-513	LAMINATION-PRINT CENTER	67 9478711001	1018/2013	10/18/2013		10.80	
176	ENTERPRISE FUND	140191	11/05/2013	10/31/2013			408.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-632	PERIOD: 9/12-10/09/13	872968	11/19/2013	11/19/2013		408.27	
176	GHS JROTC	140192	11/05/2013	11/01/2013			388.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	CONCESSIONS	10312013	11/01/2013	11/01/2013		388.00	

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176	GAUTIER GIRL SCOUT TROOP	140193	11/05/2013	11/01/2013			138.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-513	CONCESSIONS		10312013	11/01/2013			138.00	
176	MGCCC SKILLS USA	140194	11/05/2013	11/01/2013			180.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-513	CONCESSIONS		10312013	11/01/2013			180.00	
176	GHS PHOTOGRAPHY CLUE	140195	11/05/2013	11/01/2013			74.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-513	CONCESSIONS		10312013	11/01/2013			74.00	
176	REYNOLDS WHOLESALE CO.	140199	11/05/2013	11/01/2013			196.75		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-559	CASE BROWN ROLL TOWELS (5)		38369	10/11/2013	140038		119.75	
	176-170-559	CASE HS TISSUE 410010 (2)		38369	10/11/2013	140038		77.00	
176	AUTO TRIM DESIGN OF SOUTH MS INC	140202	11/05/2013	11/01/2013			300.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-559	BARK PARK SIGNS		781	10/02/2013	140032		300.00	
176	BELL AUTO PARTS, INC.	140205	11/05/2013	11/01/2013			492.60		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-639	BLADES 355-331 EXMARK (30)		39997	10/08/2013	140015		492.60	
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	140218	11/05/2013	11/01/2013			40.37		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-500	SANFORD EXPO DRY ERASE KIT		3212144681	10/12/2013	140041		19.90	
	176-170-500	AT A GLANCE CALENDER		3212144681	10/12/2013	140041		20.47	
176	SUNBELT RENTALS	140224	11/05/2013	11/01/2013			94.25		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-586	POST HOLE AUGER		4241678001	10/10/2013	140031		94.25	
FUND TOTAL	176 Claims	to	Checks	19 Total	5,153.65	Manual	Held	Total	5,153.65

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ACCESS 24 MISSISSIPPI, INC	140108	11/05/2013	10/14/2013			249.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 10/09-11/2013		131000447	10/09/2013			249.85
400	DPC ENTERPRISES, L.P.	140110	11/05/2013	10/15/2013			1,789.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-580	CHLORINE 150# CYL		2120212513	10/07/2013			596.37
	400-651-580	CHLORINE 150# CYL		2120218313	10/15/2013			596.37
	400-651-580	CHLORINE 150# CYL		2120022321	10/21/2013			596.37
400	AT&T	140114	11/05/2013	10/16/2013			57.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2013			57.57
400	CITY OF GAUTIER	140115	11/05/2013	10/16/2013			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		10162013	10/16/2013			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		10162013	10/16/2013			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		10162013	10/16/2013			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		10162013	10/16/2013			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		10162013	10/16/2013			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		10162013	10/16/2013			9,665.99
400	DELTA COMPUTER SYSTEMS INC	140117	11/05/2013	10/21/2013			290.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		100009	10/15/2013			240.00
	400-650-698	WORK ORDER SOFTWARE MAINT		100009	10/15/2013			50.00
400	AT&T	140119	11/05/2013	10/21/2013			183.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	10/14/2013			183.04
400	CITY OF GAUTIER	140120	11/05/2013	10/10/2013			16,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE TO FUND 100		10102013	10/10/2013			16,800.00
400	AT&T	140131	11/05/2013	10/24/2013			52.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	10/14/2013			52.28
400	FUELMAN OF MS	140154	11/05/2013	10/30/2013			125.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP39384972	10/14/2013			125.22
400	FUELMAN OF MS	140157	11/05/2013	10/30/2013			195.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP39433437	10/21/2013			195.68

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	140160	11/05/2013	10/30/2013			120.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP39474582	10/28/2013			120.24
400	SINGING RIVER E.P.A.	140176	11/05/2013	10/30/2013			1,820.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		10132013	10/22/2013			617.95
	400-651-631	SCHOONER WELL 20688		10102013	10/18/2013			967.05
	400-651-631	LIFT STATIONS 20688		10102013	10/18/2013			152.88
	400-651-631	LIFT STATIONS 28779		10132013	10/22/2013			82.59
400	SINGING RIVER E.P.A.	140177	11/05/2013	10/30/2013			4,245.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		10152013	10/23/2013			1,801.59
	400-651-631	WATER WELLS 17881		10152013	10/23/2013			2,359.14
	400-651-631	LIFT STNS 89627001		10152013	10/23/2013			60.52
	400-651-631	LIFT STNS 89702001		10152013	10/23/2013			24.69
400	SINGING RIVER E.P.A.	140178	11/05/2013	10/30/2013			7,281.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17882		10162013	10/24/2013			2,091.60
	400-651-631	WATER WELLS 17882		10162013	10/24/2013			2,727.86
	400-651-631	CITY HALL SOUTH 17882		10162013	10/24/2013			2,461.70
400	SINGING RIVER E.P.A.	140179	11/05/2013	10/30/2013			2,912.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		10172013	10/28/2013			200.36
	400-651-631	LIFT STNS 17884		10172013	10/28/2013			1,269.77
	400-651-631	LIFT STNS 17883		10172013	10/28/2013			1,339.96
	400-651-631	WATER WELL 17883		10172013	10/28/2013			102.17
400	2012 GUD BONDS DEBT SERVICE	140182	11/05/2013	10/30/2013			116,316.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	NOV 2013 PRN PMT		11012013	10/31/2013			104,166.67
	400-680-817	NOV 2013 INT PMT		11012013	10/31/2013			12,150.00
400	ARISTA INFORMATION SYSTEMS INC	140183	11/05/2013	10/30/2013			3,115.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2013 STATEMENTS		15682	10/14/2013			1,115.15
	400-650-698	SEP 2013 POSTAGE		1425201310	10/14/2013			2,000.00
400	CABLE ONE	140184	11/05/2013	10/30/2013			59.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	OCT 2013: 23421-132488-01-8		10272013	10/16/2013			59.85
400	COMPANION PROPERTY & CASUALTY GROUP	140185	11/05/2013	10/30/2013			7,676.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	COMMERCIAL PROPERTY		3631775	11/03/2013			7,676.40

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FIRST INSURANCE FUNDING CORP	140186	11/05/2013	10/30/2013			16,377.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	OCT 2013 LIABILITY		10302013	10/13/2013		16,377.32	
400	GULF SALES AND SUPPLY, INC.	140207	11/05/2013	11/01/2013			128.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	WATER STOP HYDRAULIC CEMENT		418456	10/28/2013	140077	128.00	
400	COMM-TECH SOLUTIONS INC	140215	11/05/2013	11/01/2013			97.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	DISCONNECT 497-4121		14514	10/11/2013	140034	97.50	
400	COBURN'S	140222	11/05/2013	11/01/2013			2,231.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	200' 15 X 20 PIPE		606320267	10/21/2013	140053	1,578.00	
	400-651-581	120' 12 X 20 PIPE		606320267	10/21/2013	140053	630.00	
	400-651-581	2 GAL BLUE PIPE JOINT LUBE		606320267	10/21/2013	140053	23.76	
400	LYMAN WELL COMPANY	140223	11/05/2013	11/01/2013			2,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	WESTGATE WELL:LABOR/MATERIALS		17388	10/21/2013	140037	1,200.00	
	400-651-581	BEASLEY WELL:LABOR/MATERIALS		17388	10/21/2013	140037	1,200.00	
400	RED RIVER SPECIALTIES, INC	140225	11/05/2013	11/01/2013			208.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	10 GALS ALECTO 41S		443182	09/27/2013	131202	208.00	
FUND TOTAL 400 Claims		to	Checks	25 Total	228,160.58	Manual	Held	Total 228,160.58

Docket of Claims  
Release date from 11/05/2013 thru 11/05/2013

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## SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	51 Total	129,342.03 Manual	Held	Total	129,342.03
FUND 130 Claims	to	Checks	4 Total	75,900.43 Manual	Held	Total	75,900.43
FUND 157 Claims	to	Checks	1 Total	411.84 Manual	Held	Total	411.84
FUND 176 Claims	to	Checks	19 Total	5,153.65 Manual	Held	Total	5,153.65
FUND 400 Claims	to	Checks	25 Total	228,160.58 Manual	Held	Total	228,160.58
<hr/>							
Total for all Funds		Checks	100 Total	438,968.53 Manual	Held	Total	438,968.53

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

**ORDER NUMBER 274-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that names and resumes will be accepted for the appointment to the Jackson County Utility Authority Board at the November 19<sup>th</sup> Council Meeting.

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

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

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

NAYS:            None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

LAW OFFICES OF  
**HEIDELBERG STEINBERGER  
COLMER & BURROW, P.A.**

JAMES H. HEIDELBERG  
KARL R. STEINBERGER  
JAMES H. COLMER, JR.  
STEPHEN W. BURROW<sup>1</sup>  
DARYL A. DRYDEN  
STACIE E. ZORN  
TRISTAN RUSSELL ARMER<sup>1</sup>  
JESSICA M. DUPONT

<sup>1</sup> Also Licensed in AL

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OF COUNSEL  
CORY T. WILSON  
BENJAMIN WHITE

JACKSON OFFICE:  
940 EBENEZER BLVD.  
SUITE A  
MADISON, MS 39110  
TELEPHONE: 601-351-9444

October 21, 2013

Mayor Gordon Gollott  
City of Gautier  
3330 Hwy. 90  
Gautier, MS 39553

RE: Bob Stephens - Jackson County Utility Authority

Dear Mayor Gollott:

On behalf of the Jackson County Utility Authority, enclosed you will find a letter from Director Bob Stephens resigning from the Ocean Springs position on our Board. Mr. Stephens delivered this to us on October 21, 2013, and I suggest that is the day his resignation should be deemed affective.

On behalf of the Jackson County Utility Authority, and all of the Directors and employees, we wish to express our appreciation for the long and distinguished service Mr. Stephens has provided to the Jackson County Utility Authority and its predecessor, the Mississippi Gulf Coast Regional Wastewater Authority.

Mr. Stephens was an original member of the Board and served as Jackson County's representative until we were reorganized after Hurricane Katrina and he has continued to serve with distinction as Gautier's representative on the Jackson County Utility Authority Board.

Due to health and personal reasons, Mr. Stephens has not been able to continue his service, but deserves thanks from Gautier and Jackson County for his invaluable role in guiding this organization and its predecessor for over 30 years.

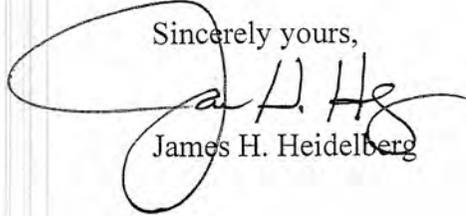
Mr. Stephens' present term runs until May 2015, and Gautier's replacement to fill the unexpired term is governed by the provisions of § 49-17-733 of the Mississippi Code. Your representative must be a resident of the City of Gautier, and is eligible for reappointment at the expiration of the existing term. Directors serve six year terms and no Director may hold an elected public office while serving on the Board.

GULF COAST | JACKSON

Mayor Gordon Gollott  
October 21, 2013  
Page 2

Please call me if you have any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. H. Heidelberg". The signature is fluid and cursive, with a large loop at the beginning and end.

James H. Heidelberg

JHH/dll

Enclosure

cc: Samantha Abells, City Manager  
Brad Bradford, JCUA  
Tommy Fairfield, JCUA  
Bob Stephens

July 10, 2013

Jackson County Utility Authority  
Attention: Mr. Brad Bradford, President  
1225 Jackson Avenue  
Pascagoula, MS 39567

Dear Mr. Bradford,

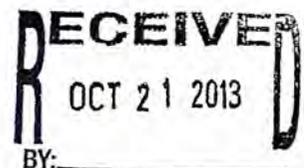
The business and activities of the Jackson County Utility Authority remain very dear and important to me in my service as the Director representing the City of Gautier. Regrettably, for personal reasons I hereby resign my appointment to the Board of Directors of the Jackson County Utility Authority. It has been both pleasure and privilege to serve the Board for both Jackson County and the City of Gautier. Please consider accept my resignation, effective today. I trust the Authority will convey a request to the City of Gautier to name a new Director as well outline the requirements to serve in this capacity.

Sincerely,



Bob Stephens

JCUA Director - Gautier



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

**ORDER NUMBER 275-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 are hereby approved.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

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

**ORDER NUMBER 276-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to renew the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement for the enforcement of the Uniform Controlled Substance Law in the cities of Pascagoula, Moss Point and Gautier, Mississippi.

**IT IS FURTHER ORDERED** that each City that is signatory to this Agreement and derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise "any power, authority or responsibility exercised by a local governmental of this State".

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Russell, City Clerk  
**Date:** October 31, 2013  
**Subject:** Renewal of the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between the Cities of Gautier, Pascagoula and Moss Point

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**REQUEST:**

City Council authorization is requested to renew the Multi-Agency Narcotics Enforcement Team Inter-Local Agreement between Gautier Police Department, Pascagoula Police Department and Moss Point Police Department.

**BACKGROUND:**

The Gautier Police Department, along with Pascagoula Police Department and Moss Point Police Department joined forces to create a Multi-Agency Narcotics Enforcement Team in 2012. This was established in order to promote cooperation among the three (3) Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities.

**DISCUSSION:**

This agreement is to be renewed annually unless two (2) or more of the parties wish to withdraw. This agreement for our first year expires November 19, 2014.

**RECOMMENDATION:**

City staff recommends that City Council approve the renewal of our inter-local agreement

**ATTACHMENT(S):**

Inter-Local Agreement

**INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-  
AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF  
THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES  
OF PASCAGOULA, MOSS POINT AND GAUTIER, MISSISSIPPI;  
AND FOR RELATED PURPOSES**

1. **Parties:** Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier) and their respective Police Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the three Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities of the participating Agencies.
3. **Authority:** Each City that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise “any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...”.
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the three Agencies that are signatory hereto the same being the Police Departments of Pascagoula, Moss Point and Gautier.
5. **Effective Date:** The MET created by this Agreement shall become effective and operational within thirty (30) days after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of one (1) year commencing November 20, 2013, and ending on November 19, 2014. This Agreement shall be renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the Agencies that are parties hereto. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and

equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes.

8. **Organization:** The parties agree that the Pascagoula Agency shall be designated the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula Police Chief shall have the initial authority to designate a MET Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.
9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two of that Agency's officers to serve on the MET. One of those officers, as noted hereinabove, shall be deemed the "MET Commander". The second in command shall be selected by the Board. The Moss Point and Gautier Chiefs shall each appoint one member of their respective Agencies to serve as members of the MET. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchases of materials and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.
10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that such discipline as imposed by the Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated officers with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon.
12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the other Cities, which shall remain the property of those Cities. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each City that is

signatory to this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which City owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by the City of Pascagoula for the mutual benefit of the three Agencies that are signatory hereto.

13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.
14. **Termination:** Participation in the MET by any City or Agency may be terminated at any time by the passage of a resolution by the governing authorities indicating an intent to withdraw from the MET. Should two or more Cities elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Cities as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET at the time of the dissolution shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City, which funds shall be refunded to that City forthwith. This determination shall be made by the Board at a final meeting thereof to preside over the distribution of MET Assets.
15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** The Board, at its first meeting, or as soon thereafter as possible, shall determine the location for the operation of the MET separate and apart from any of the three Agencies which are signatory to this Agreement. Expenses incurred in the procurement of such a location for the operation of the MET shall be the responsibility of the MET and shall be paid from funds generated by MET efforts. In the event that any of the Cities contributes initially to the procurement of the

location, then in such event, and as soon as may be practical, such City or Cities shall be reimbursed from the funds generated by the MET for these initial contributions.

18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, or their respective designees.

Witness the signatures of the participating parties on this the 5<sup>th</sup> day of November, 2013.

**City of Pascagoula**

By: Harry J. Blevins NOV 5, 2013  
Mayor Date

By: \_\_\_\_\_  
Police Chief Date

**City of Gautier**

By: Harold J. Ruffin 11/05/13  
Mayor Date

By: Chris Harris 11/05/13  
Police Chief Date

**City of Moss Point**

By: Billy Brown 11/5/13  
Mayor Date

By: [Signature] 11/5/13  
Police Chief Date

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

**ORDER NUMBER 277-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into an agreement with the Mississippi Department of Environmental Quality (MDEQ) for a Local Government Solid Waste Assistance grant in the amount of \$25,000.00.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants and Projects Manager  
**Through:** Chandra Nicholson, Director of Economic Development and Planning  
**Date:** October 30, 2013  
**Subject:** Grant Agreement for Mississippi Department of Environmental Quality Local Government Solid Waste Assistance Program

---

**REQUEST:**

The Economic Development and Planning Department requests City Council authorization to enter into an agreement with the Mississippi Department of Environmental Quality (MDEQ) for a Local Government Solid Waste Assistance grant in the amount of \$25,000.00.

**BACKGROUND:**

On October 24, 2013, The Mississippi Department of Environmental Quality awarded the City of Gautier a \$25,000 solid waste assistance grant for the cleanup of illegal dumps.

**RECOMMENDATION:**

The Economic Development and Planning Department staff recommends that City Council authorize entering into a grant agreement with MDEQ for the Local Government Solid Waste Assistance funding for the clean-up of existing and future unauthorized dumps in the City of Gautier.

City Council may

1. approve the attached grant agreement with MDEQ for the Local Government Solid Waste Assistance Grant as outlined above; or
2. disapprove the grant agreement with MDEQ as described above.

**ATTACHMENT(S):**

MDEQ Solid Waste Assistance Grant Award Letter  
MDEQ Special Terms and Conditions for Assistance Agreement



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
TRUDY D. FISHER, EXECUTIVE DIRECTOR

October 24, 2013

**COPY**

Ms. Samantha Abell, City Manager  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Dear Ms. Abell:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of The City of Gautier. Based on this review, the Department is approving a grant award to the City in the amount of \$25,000 subject to the full execution of a formal grant agreement.

The formal grant agreement has been enclosed for your review and signature. **Please sign the three copies of the agreement and return these three copies within 30 days from the above date to Mr. Brad Ware at our Department. (please do not sign attachment B, release of claims form at this time)** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

  
Luis Murillo  
Solid Waste Policy, Planning & Grants Branch

cc: Ms. Patty Huffman    ← This copy for  
Enclosures



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
TRUDY D. FISHER, EXECUTIVE DIRECTOR

October 24, 2013

**COPY**

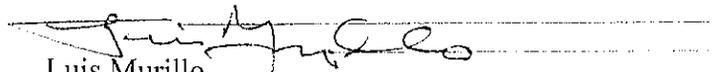
Ms. Samantha Abell, City Manager  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Dear Ms. Abell:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of The City of Gautier. Based on this review, the Department is approving a grant award to the City in the amount of \$25,000 subject to the full execution of a formal grant agreement.

The formal grant agreement has been enclosed for your review and signature. **Please sign the three copies of the agreement and return these three copies within 30 days from the above date to Mr. Brad Ware at our Department. (please do not sign attachment B, release of claims form at this time)** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

  
Luis Murillo  
Solid Waste Policy, Planning & Grants Branch

cc: Ms. Patty Huffman  
Enclosures

☛ This copy for

<b>MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT</b>		Assistance ID No. SWC426	
		Date of Staff Approval 24-Oct-13	
<b>AGREEMENT TYPE</b>		Recipient Type	
Cooperative Agreement		COUNTY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
<b>RECIPIENT</b> CITY OF GAUTIER 3330 HIGHWAY 90 GAUTIER, MS 39553		<b>PROJECT MANAGER</b>  PATTY HUFFMAN	
<b>ISSUING OFFICE</b> MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		<b>PROJECT MANAGER</b>  LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
<b>ASSISTANCE PROGRAM</b>  LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		<b>STATUTORY AUTHORITY</b>  SECTION 17-17-65, MS CODE ANN.	
<b>PROJECT TITLE AND DESCRIPTION</b>  UNAUTHORIZED DUMP CLEAN-UP PROGRAM			
<b>PROJECT LOCATION</b>  CITY GAUTIER COUNTY JACKSON STATE MS		<b>PROJECT PERIOD</b> The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than <b>DECEMBER 31, 2014.</b>	
		<b>TOTAL PROJECTED PERIOD COST</b> \$ 25,000.00	
<b>FUNDS</b>		<b>Former Award</b>	<b>This Action</b>
MDEQ Amount This Action -- Allocated (4049)			
MDEQ Amount This Action -- Competitive (4050)			\$ 25,000.00
Recipient Contribution			
Other Contribution			
Total Project Cost			\$ 25,000.00
<b>APPROVED BUDGET</b>			
Personnel			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other			\$ 25,000.00
<b>Total Charges</b>			\$ 25,000.00
<b>METHOD OF PAYMENT</b>			
Advance			
Reimbursement	X		

**COPY**

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT  
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to Mississippi Department of Environmental Quality (MDEQ) on a quarterly basis and include a report of activities to date, (i.e., unauthorized dump sites cleaned, etc.) The recipient shall submit a payment request for eligible program activities performed through June 30 of each year no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the recipient, upon concurrence from MDEQ, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The recipient shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the recipient shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the recipient is unable to locate the person responsible for creating the dump, or if the recipient determines that person is financially or otherwise incapable of cleaning up the property, the recipient may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

### Enforcement Officer

Upon selection or designation of the enforcement officer the Recipient agrees to provide MDEQ with the following information:

1. Name, address, telephone number, fax number, and, where applicable, e-mail address for the enforcement officer;
2. Detailed description of the duties and responsibilities for the enforcement officer.

Should the enforcement officer be replaced due to resignation, or attrition, the recipient shall provide the information above upon selection of the replacement.

Recipient further agrees that the enforcement officer shall be required to investigate local complaint related matters, which may be directed to the enforcement officer by MDEQ.

Recipient further agrees to adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

### Household Hazardous Waste Collection Project (HHW)

The Recipient shall conduct a HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive report following the HHW collection day event which would include, at a minimum, the following:

1. Description of the public notification efforts;
2. Amounts of waste collected, by type;
3. Cost summary;
4. Number of residents participating in the HHW collection day event.

The Recipient shall ensure that all hazardous materials collected shall be disposed by a contractor who is properly licensed and approved by all applicable regulatory agencies.

## STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

### 1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

### 2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

### 3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

### 4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

### 5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
  - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
  3. Wholly or partly suspend or terminate the current award for the Recipient's program.
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
  2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CITY OF GAUTIER** for all approved costs incurred up to and not exceeding **\$25,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **UNAUTHORIZED DUMP CLEAN-UP PROGRAM**.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Trudy D. Fisher  
Executive Director

\_\_\_\_\_  
Date

**CITY OF GAUTIER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC426

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF GAUTIER** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ \_\_\_\_\_, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

**CITY OF GAUTIER**

\_\_\_\_\_  
Authorized Signature

ATTACHMENT A  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTN: INVOICES  
P. O. BOX 2369  
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient \_\_\_\_\_ Grant Agreement No. \_\_\_\_\_  
Address \_\_\_\_\_ Person preparing report: \_\_\_\_\_  
\_\_\_\_\_ Telephone number: \_\_\_\_\_  
\_\_\_\_\_ Request period: From \_\_\_\_\_ To \_\_\_\_\_

1. Amount of this payment request: \$ \_\_\_\_\_
2. Total amount of grant: \$ \_\_\_\_\_
3. Total prior payments approved: \$ \_\_\_\_\_
4. Total funds requested to date (*line 1 plus line 3*): \$ \_\_\_\_\_
5. Balance of grant funds remaining after this request (*line 2 minus line 4*): \$ \_\_\_\_\_

---

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ \_\_\_\_\_
7. Amount contributed by recipient to date: \$ \_\_\_\_\_
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ \_\_\_\_\_

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

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

**ORDER NUMBER 278-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Recessed Council Meeting held October 15<sup>th</sup> and October 23<sup>rd</sup> Special Meeting are hereby approved.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

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

**ORDER NUMBER 279-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Municipal Compliance Questionnaire for FY 2012 and FY 2013 are hereby approved.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cynthia Russell, City Clerk  
**Date:** October 29, 2013  
**Subject:** Municipal Compliance Questionnaire for FY 2012 and FY 2013

---

**REQUEST:**

City Clerk Department requests approval of the Municipal Compliance Questionnaire for FY 2012 and FY 2013.

**BACKGROUND:**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose. The questionnaire must be completed at the end of the municipality's fiscal year and entered into the official minutes.

**RECOMMENDATION:**

City staff recommends that City Council approve the Municipal Compliance Questionnaire for FY 2012 and FY 2013.

**ATTACHMENT(S):**

FY 2012 Municipal Compliance Questionnaire  
FY 2013 Municipal Compliance Questionnaire

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

City of Gautier  
3330 Hwy 90, Gautier, Ms 39553

2. List the date and population of the latest official U.S. Census or most recent official census:

2012 - 18,554

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

4. Period of time covered by this questionnaire:

From: 10/1/2011

To: 9/30/12

5. Expiration date of current elected officials' term:

2013

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 20\_\_

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

### PART I - General

- |   |                         |
|---|-------------------------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)   | Y                       |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)  | Y                       |
| 3. Are municipal records open to the public? (Section 25-61-5)  | Y                       |
| 4. Are meetings of the board open to the public?<br>(Section 25-41-5)   | Y                       |
| 5. Are notices of special or recess meetings posted?<br>(Section 25-41-13)  | Y                       |
| 5. Are all required personnel covered by appropriate surety bonds?  | Y                       |
| <ul style="list-style-type: none"> <li>· Board or council members (Sec. 21-17-5)</li> <li>· Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)</li> <li>· Municipal clerk (Section 21-15-38)</li> <li>· Deputy clerk (Section 21-15-23)</li> <li>· Chief of police (Section 21-21-1)</li> <li>· Deputy police (Section 45-5-9) (if hired under this law)</li> </ul> | Y<br>Y<br>Y<br>Y<br>N/A |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)  | Y                       |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?<br>(Section 21-15-33)  | Y                       |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)   | Y                       |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)   | Y                       |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)  | Y                       |

**IV-B1**

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?  
(Section 21-35-31 or 21-17-19)

Y

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained?  
(Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?  
(Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?  
(Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

N/A

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) -/
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

**PART V - Taxes and Other Receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) N/a
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) N/a
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) y
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) y
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) y
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) y
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) y
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) n
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) y

(MUNICIPAL NAME)

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 20<sup>12</sup>**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of \_\_\_\_\_, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk's Signature)

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

**Information**

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

City of Gautier  
3336 Hwy 90, Gautier, Ms. 39553

2. List the date and population of the latest official U.S. Census or most recent official census:

2012 - 18,554

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

see attached

4. Period of time covered by this questionnaire:

From: 10/1/2012 To: 9/30/2013

5. Expiration date of current elected officials' term: 2017

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
**Year Ended September 30, 20\_\_**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

**PART I - General**

- |   |     |
|---|-----|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)   | Y   |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)  | Y   |
| 3. Are municipal records open to the public? (Section 25-61-5)  | Y   |
| 4. Are meetings of the board open to the public?<br>(Section 25-41-5)   | Y   |
| 5. Are notices of special or recess meetings posted?<br>(Section 25-41-13)  | Y   |
| 5. Are all required personnel covered by appropriate surety bonds?  |     |
| · Board or council members (Sec. 21-17-5)   | Y   |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)  | Y   |
| · Municipal clerk (Section 21-15-38)  | Y   |
| · Deputy clerk (Section 21-15-23)   | Y   |
| · Chief of police (Section 21-21-1)   | Y   |
| · Deputy police (Section 45-5-9) (if hired under this law)  | N/A |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)  | Y   |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?<br>(Section 21-15-33)  | Y   |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)   | Y   |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y   |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                | Y   |

**IV-B1**

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) N/a

- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
- 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

**PART III - Purchasing and Receiving**

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
- 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

**IV-B3**

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

**PART V - Taxes and Other Receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) n/a
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) n/a
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) y
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) y
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) y
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) y
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) y
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) N
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) y

**IV-B5**

(MUNICIPAL NAME)

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 2013**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gautier, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk's Signature)

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

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

**ORDER NUMBER 280-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to accept maintenance agreement with the City and South Mississippi Business Machines (SMBM) for the maintenance and supplies of the Sharp copier MX-M550U Serial #75005953 in the amount of \$1,245.00

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Steen, Purchasing Agent  
**Through:** Cindy Russell, City Clerk  
**Date:** October 9, 2013  
**Subject:** Maintenance Agreement for SMBM (South Mississippi Business Machines)

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**REQUEST:**

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and SMBM (South Mississippi Business Machines) for the maintenance and supplies of the Sharp copier MX-M550U Serial # 75005953 in the amount of One thousand two hundred forty five dollars (\$1,245.00).

**BACKGROUND:**

The cost of the agreement is set per 20,000 per QTR. Overage rate will be .018. The maintenance agreement covers all parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers.

**RECOMMENDATION:**

Based on the attached information from SMBM (South Mississippi Business Machines) City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Sharp MX-M550U. in the amount of one thousand two hundred forty five dollars (\$1,245.00).

**FINANCIAL:**

The cost of the maintenance agreement is funded though the Police Department budget 001-100-699.

**ATTACHMENT(S):**

SMBM (South Mississippi Business Machines)



# SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: [contracts@smbm.net](mailto:contracts@smbm.net)

## DIGITAL COPIER SERVICE AGREEMENT

Account # 043300 Customer Name CITY OF GAUTIER  
 Mach ID# 6941 Address or Location POLICE DEPT. 3330 HWY 90  
 Contract # MC 13590 City, State, Zip GAUTIER, MS 39553 Phone # 497-8007 SHANNON  
 Install Date 7-9-2007 Model # SHARP MX-M550U Serial # 75005953

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

### Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$115.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

### Agreement includes the following:

- All parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 64,800 black copies. Any toner used above these limits will be chargeable at current SMBM rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

### Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing. See note below for any exceptions to these terms.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

### Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 09-29-13 Contract Type:  Monthly  Quarterly  Semi-Annually  Annually  
 Black Base Rate \$ 1,245.00 Copy Allowance 20,000 QTR Overage Rate .018 CPC Rate \_\_\_\_\_

Exceptions to this Agreement: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Purchase Order # \_\_\_\_\_ Beginning Meter: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

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

**ORDER NUMBER 281-2013**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to waive Administration Fees in the amount of \$1,200.00 for water installation at the Gautier High School Football Field House pursuant to the city's Comprehensive Fee Schedule adopted April 16, 2013.

**IT IS FURTHER ORDERED** that the waiver is necessary for expansion of Recreation Facilities for the Gautier student body.

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

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

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

NAYS:           None

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Passed and adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 5, 2013.



City of Gautier  
 Utilities Department  
 P O Box 670  
 Gautier, Ms 39553



Request for Water and/or Sewer Installation

Date: 11-1-13 Work Order # 74055  
 Name: Nadim Rouse (Gautier High School Football Field House)  
 Telephone: 828-5630 Work: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Location: 4307 Gaucher Vancleave  
 Lot # \_\_\_\_\_ Subdivision: \_\_\_\_\_

Type of installation:

- Single dwelling residence (House)
- Commercial type of business
- Townhouse, Restaurants, Apartments

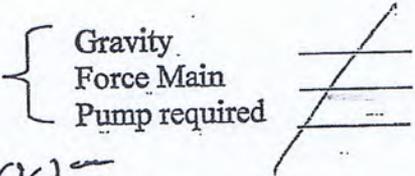
3/4 inch meter

3 inch water line

(All commercial, townhouses, apartments, etc., must provide the City of Gautier with drawings and specifications that will be reviewed by the water and sewer manager before a quote is provided.)

Meter size requested: 3"

Sewer size requested: 1 1/4"



Administration Fee (Water) \$ 1,200.-  
 Administration Fee (Sewer) \$ 0  
 Tap Fees:  
 Water & Sewer Tap \$ 0  
 2<sup>nd</sup> Water Meter \$ \_\_\_\_\_  
 Meter Deposit \$ \_\_\_\_\_  
 Sales Tax \$ \_\_\_\_\_  
 Total Charges \$ \_\_\_\_\_

Sewer Inspection \$ 15.00 0  
 Connection Fee \$ 30.00 0  
 Additional Charges \$ \_\_\_\_\_

Estimated number of working days to install: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Quote given by: Ju Shust  
 Customer contacted by: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: 11-1-13  
 Date: \_\_\_\_\_

Comments: Contractor Provides all parts and labor for the water line.

Motion was made by Councilwoman Martin to recess the meeting until November 19, 2013 at 6:30 PM. Motion was seconded by Councilman Vaughan and unanimously carried.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

Submitted for approve of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of November 19, 2013.