

**Tuesday  
November 17, 2015  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 17, 2015 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 and Adam Colledge. Also present were Samantha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney; and other concerned citizens.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
November 17, 2015 @ 6:30 PM**

**I. Call to Order**

- 1. Prayer**
- 2. Pledge of Allegiance**

**II. Agenda Order Approval**

**III. Announcements**

- 1. Office closed Thursday, November 26<sup>th</sup> and Friday, November 27<sup>th</sup> in Observance of Thanksgiving Day.**
- 2. The Rotary Club Annual Christmas Parade will be held Saturday, December 5<sup>th</sup> at 11:00 AM.**

**IV. Presentation Agenda**

- 1. August and September 2015 Financial Reports, Teresa Montgomery, Comptroller.**

**V. Public Agenda**

- 1. Agenda Comments**

**VI. Business Agenda**

1. **Consideration of a Subdivision Preliminary Plat Approval for Crestview Estates, a Subdivision Comprising ±20.54 Acres. Owner, Shawn Pedersen/Pedersen Development, LLC, (GPC Case#15-12-SD) ~~Quasi-Judicial Procedures~~**
2. **Order authorizing approval of a service agreement with Official Payments to accept electronic payments.**
3. **Order approving an amendment to the Water Company of America contract.**
4. **Order approving Docket of Claims.**

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

1. **Order accepting a donation in the amount of \$223.14 from Fred's Super Dollar Store for the Gautier Fire Department.**
2. **Order receiving October 2015 Privilege License Report.**
3. **Order approving the minutes from Regular Council Meeting held November 3, 2015.**

**STUDY AGENDA**

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

**Adjourn until December 1, 2015 at 6:30 PM**

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

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**Councilwoman Martin** made the motion to revise the agenda as follows and approve the agenda order.

1. Add agenda item #5 - Approval for a compensation adjustment to the Building and Code Inspector position to allow website development and maintenance “in-house” with other duties assigned to a full time salaried position.
2. Delete Quasi-Judicial Procedures from Business item #1.

**Councilman Colledge** seconded the motion and the vote carried unanimously.

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**Announcements:**

1. Office closed Thursday, November 26<sup>th</sup> and Friday, November 27<sup>th</sup> in observance of Thanksgiving Day.
2. The Rotary Club Annual Christmas Parade will be held Saturday, December 5<sup>th</sup> at 11:00 AM.
3. Annual Christmas tree lighting ceremony will be held on Dec. 1<sup>st</sup> prior to council meeting.

**Presentation Agenda:**

1. August and September 2015 Financial Reports, Teresa Montgomery, Comptroller - postponed to December 1st meeting, comptroller out sick.

## PROCLAMATION

**WHEREAS**, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

**WHEREAS**, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

**NOW, THEREFORE**, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 2015, in observance of THANKSGIVING DAY; on Friday, December 25, 2015, in observance of CHRISTMAS DAY; and on Friday, January 1, 2016, in observance of NEW YEAR'S DAY.

**IN ADDITION**, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 27, 2015, in further observance of the Thanksgiving holiday, on Thursday, December 24, 2015, in further observance of Christmas and on Thursday, December 31, 2015, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

**DONE** in the City of Jackson, on the 5th day of November in the year of our Lord, two thousand and fifteen, and of the Independence of the United States of America, the two hundred and fortieth.



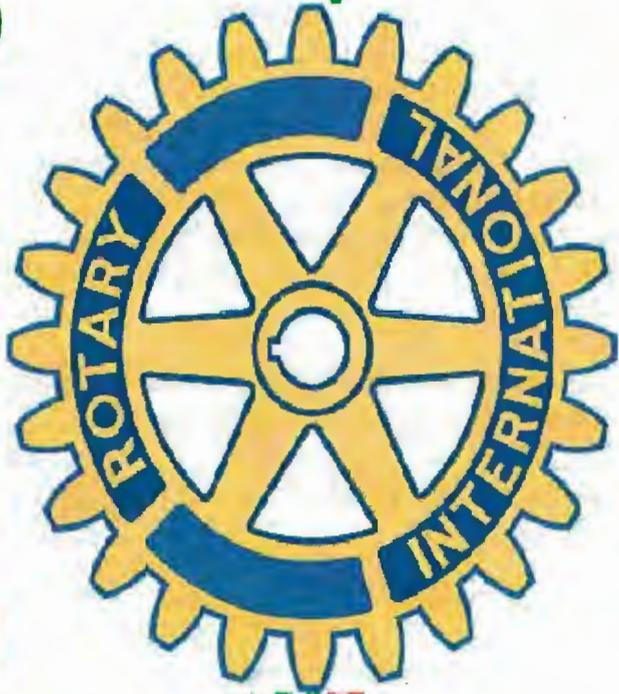
**PHIL BRYANT  
GOVERNOR**

**BY THE GOVERNOR**



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

daily community  
service Above Self



CHRISTMAS PARADE  
DEC. 5th, 2015  
11:00 AM  
info 011

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

**ORDER NUMBER 221-2015**

**CITY OF GAUTIER  
SUBDIVISION INFRASTRUCTURE DEVELOPMENT ORDER  
GPC CASE NO. 15-12-SDCRESTVIEW ESTATES SUBDIVISION – OLD SPANISH  
TRAIL. REGARDING PARCEL ID NO: 82438100.130**

The City of Gautier City Council, at its regular meeting held on November 17, 2015, considered the application for a Subdivision Infrastructure Development Order for a 55 lot Preliminary Plat approval of a subdivision of land in an R-1 Low Density Single-Family Residential zoning district as submitted by Shawn Pedersen/Pedersen Development, LLC. The 20.54 acre parcel subject to this Order is generally described as being located south of Old Spanish Trail, west of Breakwater Drive, and east of Old Shell Landing Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the staff review, the Planning Commission's review, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Preliminary Plat and Subdivision Infrastructure Development Order as follows:

1. This proposed subdivision is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Unified Development Ordinance.
2. This proposed subdivision is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed subdivision is limited to 55 lots.
4. The owner shall develop detailed construction plans for the subdivision infrastructure (roadways, water system, sewer system, drainage system, etc.) as approved by the City Staff, meeting the requirements of the Unified Development Ordinance, Comprehensive Plan, and City Policies. The owner shall obtain all applicable approvals and permits for the subdivision infrastructure prior to commencement of work.
5. Any additional easements or lot line adjustments needed due to infrastructure installation shall be shown on the Final Plat.
6. Therefore, the City Council approves the application for a Preliminary Plat and Subdivision Infrastructure Development Order.

7. The City Council adopted this Preliminary Plat & Subdivision Infrastructure Development Order on a recorded vote of 7 ayes to 0 nays to approve the application of Shawn Pedersen/Pedersen Development, LLC, for a 55 lot subdivision to be located generally south of Old Spanish Trail, west of Breakwater Drive, and east of Old Shell Landing Road, Gautier, Mississippi, and identified as Jackson County Parcel No. 82438100.130.
8. Contingent upon Lot 23 (Parcel A) being labeled as reserved for park and/or recreational purposes or common area.

Motion made by **Councilman Colledge**, seconded by **Councilman Vaughan** and the following vote was taken:

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

**NAYS:**           **None**

November 17, 2015

Date of Issuance

Attest:

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**Gordon Gollott, Mayor**  
**City of Gautier, Mississippi**  
**3330 Highway 90**  
**Gautier, MS 39553**

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**Cynthia Russell**  
**City Clerk**

**CITY OF GAUTIER**  
**STAFF MEMORANDUM**

**To:** Samantha D. Abell, City Manager

**From:** Chandra Nicholson, Economic Development & Planning Director

**Date:** November 10, 2015

**Subject:** Consideration of Subdivision Preliminary Plat Approval for Crestview Estates, a Subdivision Comprising ±20.54 Acres. Owner, Shawn Pedersen/Pedersen Development, LLC (GPC #15-12-SD)

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**REQUEST:**

The applicant, Shawn Pedersen of Pedersen Development, LLC, is proposing to divide one parcel consisting of approximately 20.54 acres into 55 parcels. The parcel (PIN #82438100.130) is located on the western end of Old Spanish Trail and is located within an R-1 Low Density Single-Family Residential Zoning District. The application fee of \$430 was paid on September 22, 2015. All public notice requirements have been met.

The applicant has submitted drawings indicating the concept of the proposed subdivision regarding lot sizes, street frontage, etc. Prior to Final Plat review and the issuance of building permits, the owner shall provide additional documentation showing compliance with the UDO and City requirements.

**BACKGROUND:**

The application was determined to be a Major Subdivision and as such was processed in accordance with UDO Section 4.1.8 for major developments and Section 4.7 & Article 9 for preliminary plat approval for subdivisions of land.

The Technical Review Committee reviewed the project during the Preapplication Conference, including staff from the Fire Department, Public Works Department, and the Economic Development & Planning Department. The applicant addressed all of the TRC's preliminary comments, so the TRC did not have any formal comments once the developer submitted a formal application.

The Planning Staff recommended that the Planning Commission recommend approval of the Development Order and Preliminary Plat with one change regarding Parcel A in the rear of the development.

The Planning Commission reviewed this case on November 5, 2015 and considered the recommendations of staff and the criteria listed in 4.1.8A. No public comments were received.

**DISCUSSION:**

The Preliminary Plat submitted for Planning Commission review contained a large remnant parcel at the rear of the development labeled as Parcel “A”. The parcel did not abut a public street as required by 10.3 of the UDO. Staff recommended that Parcel “A” be combined with one or more adjacent lots, so all lots abutted a public street.

The Planning Commission’s recommendation for approval included the recommended staff change and that the Parcel “A” area be labeled as reserved for park and/or recreational purposes or common area. The developer has revised the Preliminary Plat and has absorbed Parcel “A” into one of the other parcels that front a proposed public street. The revised Preliminary Plat is attached.

The City Council shall consider the criteria in UDO Section 4.1.8 for major developments and Section 4.7 & Article 9 for subdivisions of land.

**RECOMMENDATION:**

The Planning Commission unanimously recommended approval with changes of the Subdivision Infrastructure Development Order and Preliminary Plat for Crestview Subdivision, Shawn Pedersen/Pedersen Development, LLC owner.

The City Council may:

1. Approve the Development Order and Preliminary Plat as Submitted;
2. Approve the Development Order and Preliminary Plat with Conditions;
3. Approve the Development Order and Preliminary Plat with Modifications; or
4. Deny the Development Order and Preliminary Plat.

**ATTACHMENTS:**

1. Development Order
2. Revised Preliminary Plat
3. GPC Partial Minute Excerpt
4. GPC Staff Report and Backup

25' DETENTION EASEMENT

RECORD-1356.00  
1356.16'

RECORD-50014.00'W  
S00'00'48"E

RECORD-576'38'00"E  
S76'53'55"E

RECORD-660.00'

FOUND CONCRETE MARKER

FOUND CONCRETE MARKER TBM, TOP=19.16

FOUND CONCRETE MARKER



LANDSCAPING

- 1.) PRESERVE ALL SIGNIFICANT TREES APPLICABLE. AT A MINIMUM SIX (6) FEET OF ANY TREE SHALL BE MAINTAINED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 2.) PRESERVE ALL SIGNIFICANT TREES APPLICABLE. AT A MINIMUM SIX (6) FEET OF ANY TREE SHALL BE MAINTAINED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 3.) THE FRONT SETBACKS SHALL CONTAIN AT LEAST ONE (1) DECIDUOUS TREE WITH A CALIPER OF ONE (1) INCH AND A HEIGHT OF EIGHT (8) FEET, AND ONE (1) CONIFER TREE WITH A CALIPER OF ONE (1) INCH AND A HEIGHT OF TEN (10) FEET OF ANY TREE SHALL BE MAINTAINED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 4.) DECIDUOUS TREES SHALL BE MAINTAINED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 5.) NO TREE SHALL BE MAINTAINED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 6.) NO LARGE OR MEDIUM SIZED TREES SHALL BE PLANTED WITHIN TWENTY (20) FEET OF ANY UNDERGROUND UTILITY OF ANY UNDERGROUND UTILITY.
- 7.) THE SPECIES AND SIZE OF TREES SHALL BE IN ACCORDANCE WITH THE COUNTY LANDSCAPING REQUIREMENTS.
- 8.) AN AUTOMATIC IRRIGATION SYSTEM SHALL BE REQUIRED FOR ALL LOTS.

NO0'00'28"W  
RECORD-10074.00'E

1355.87'  
RECORD-1356.00'

NO0'00'28"W  
407.44'

DANIEL R. BOYD  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF MISSISSIPPI  
1255

**Excerpt from November 5, 2015 GPC Meeting:**

CRESTVIEW ESTATES SUBDIVISION – REQUEST FOR A SUBDIVISION PRELIMINARY PLAT APPROVAL IN AN R-1 DISTRICT, OLD SPANISH TRAIL (SHAWN PEDERSEN/PEDERSEN DEVELOPMENT, LLC, OWNER) GPC CASE #15-12-SD)

**Commissioner York** made the motion to recommend approval of the Preliminary Plat. **Commissioner Green** seconded the motion.

**Chairman Dailey** requested the following statement be added to Commissioner York's motion:

"That Staff recommendation to provide access to "Parcel A" be included in the motion and that "Parcel A" be labeled reserved for Park and/or Recreational purposes or common ground for UBC 10-11-1.

Commissioners York and Green agreed to add Chairman Dailey's statement to the motion. The following was taken:

**AYES:**        **Larry Dailey**  
                  **Sandra Walters**  
                  **Jimmy Green**  
                  **Kay C. Jamison**  
                  **J.J. Fletcher**  
                  **Anthony York**  
                  **Phil Torjusen**

**NAYS:**        **None**

**Motion passed.**

**Gautier Planning Commission**

**Regular Meeting Agenda**

**November 5, 2015**

**GPC #15-12-SD**

**Crestview Estates Subdivision – Old Spanish Trail**

**Shawn Pedersen/Pedersen Development, LLC**

**VII. NEW BUSINESS**

**A. QUASI-JUDICIAL**

1. CRESTVIEW ESTATES SUBDIVISION - REQUEST FOR A SUBDIVISION PRELIMINARY PLAT APPROVAL IN AN R-1 DISTRICT, OLD SPANISH TRAIL (SHAWN PEDERSEN/PEDERSEN DEVELOPMENT, LLC, OWNER) (GPC CASE #15-12-SD)

## QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

**CITY OF GAUTIER**

**STAFF REPORT**

**CRESTVIEW ESTATES SUBDIVISION**

**To:** Gautier Planning Commission Chairman and Members

**From:** Chandra Nicholson, Economic Development & Planning Director

**Date:** November 2, 2015

**Subject:** Consideration of Subdivision Preliminary Plat Approval for Crestview Estates, a Subdivision Comprising ±20.54 Acres. Owner, Shawn Pedersen/Pedersen Development, LLC (GPC #15-12-SD)

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**REQUEST:**

The applicant, Shawn Pedersen of Pedersen Development, LLC, is proposing to divide one parcel consisting of approximately 20.54 acres into 55 parcels. The application fee of \$430 was paid on September 22, 2015. All public notice requirements have been met.

**BACKGROUND:**

Pursuant to Section 4.7.2 of the UDO, the applicant has requested a preliminary plat approval and has submitted drawings indicating the concept of the proposed subdivision regarding lot sizes, street frontage, etc.

Once Preliminary Plat approval is granted, the owner is required to prepare construction drawings for any needed infrastructure improvements. Once the construction drawings are approved by city staff and all permits/approval for construction are obtained, the owner may begin installation of infrastructure.

Prior to Final Plat review, the owner will need to provide additional documentation showing compliance with the UDO and City requirements.

**DISCUSSION:**

The City Staff have thoroughly reviewed the proposed development and have determined that the proposed development meets the requirements of the current zoning district and will not imposed an unnecessary impact on the city's infrastructure or levels of service.

The site is currently served by public water and sewer, and is comprised of one parcel containing 20.54 acres, located on the west end of Old Spanish Trail. The property is zoned R-1 Low Density Single-Family Residential.

The developer understands that if Preliminary Plat Approval is granted by the City Council, a full set of construction drawings detailing the proposed installation of subdivision infrastructure will need to be submitted for approval. Infrastructure installation may not begin until approval is granted by City Staff and the appropriate permits are obtained.

1. Characteristics of the site and surrounding area, including important natural and manmade features, the size and accessibility of the site and surrounding land uses.

*Analysis:*

	Current Land Use	Zoning District
North	Vacant & Very low to low density residential	R-1 Low Density Single-Family Residential
South	Vacant & Very low to low density residential	R-1 Low Density Single-Family Residential
East	Vacant	R-1 Low Density Single-Family Residential
West	Very low to low density residential	R-1 Low Density Single-Family Residential

*The property is approximately 20 acres and is directly served by Old Spanish Trail which is an arterial transportation corridor. There is no proposed cross-connection between the proposed subdivision and adjacent properties. A majority of the site is currently deemed wetlands (see the attached Topo Map). The developer has already obtained wetlands permitting to fill a majority of the wetlands areas to create buildable lots. The remaining wetlands are proposed to remain in a natural state.*

2. Impact on concurrency requirements and level of service standards (LOS).

*Analysis:*

*The City has adequate levels of service for the proposed subdivision, including fire and police. The proposed subdivision is located within the limits of the Ocean Springs School District.*

3. The nature of the proposed development, including land use types and densities; the placement of proposed buildings and other improvements on the site; the location, type and method of maintenance of open space and public use areas, if any; the preservation of natural features or protection of sensitive lands, if any; proposed parking areas; internal traffic circulation systems, if any; the approximate total ground coverage of paved areas and structures; stormwater management, and water and sewage distribution, collection and treatment systems.

*Analysis:*

*The property is zoned R-1 Low Density Single-Family Residential. The minimum required lot size for the R-1 district is 9,600 square feet. Most of the 55 proposed lots will exceed the minimum square footage. The smallest lot proposed is 9,823 square feet. There is an additional set-back required along Old Spanish Trail of 15' and a fence is required along Old Spanish Trail as a buffer between the residential homes and the arterial street.*

*There is a 2.8 acre area in the rear of the proposed subdivision that will remain open space and preserved. The area will be maintained by the Home Owner's Association.*

*A new water distribution, sanitary sewer collection, and storm water drainage collection system will be installed by the developer. See attached narratives for additional descriptions. A new sewer lift station will also be required and will be installed by the developer.*

*The City has already issued a "will serve" letter to the developer.*

*The developer will be required to provide drainage calculations showing that the post development runoff will not exceed predevelopment runoff and that any off-site drainage currently stored on site or that crosses the site, will continue to be accommodated.*

*The development will have 2 entrances and the new streets and utilities will meet the requirements of the Unified Development Ordinance, state/federal mandates, and City policies.*

4. Conformity of the proposed development with the Comprehensive Plan, this Code and other applicable regulations.

*Analysis:*

*The UDO requires the following setbacks and density for the R-1 zoning district: Minimum lot area of 9,600 square feet. Front setbacks 25', Side setbacks 10' (an additional 15' must be added to the side yard setback along Old Spanish Trail per the UDO making the side yard setbacks 25'), Rear setbacks 25', and minimum living area 1,325 S.F. The proposed development conforms to the requirements of the UDO and zoning district.*

*No direct access for individual lots will be made to Old Spanish Trail.*

*The existing zoning district does not comply with the City's Comprehensive Plan. The Comprehensive Plan, adopted September 2009, reflects a new land designation called RE Residential Estate on the Future Land Use Map. The RE designation would require a minimum of one acre per single family dwelling, and a minimum living area of 1,800 square feet. Front setbacks 50', Side setbacks 20' and Rear setbacks 35'. The proposed subdivision would provide an average lot size of 0.4 acres.*

*"Parcel A" as shown on the Preliminary Plat does not abut a proposed street and should be combined with one or more of the proposed buildable lots. An easement may be provided that overlays the open space area to allow use for the rest of the lots.*

## **CONCLUSION AND RECOMMENDATION:**

The staff recommends approval of the Preliminary Subdivision Plat with one correction to the plat. "Parcel A" does not abut a proposed street and should be combined with one or more of the proposed buildable lots. An easement may be provided that overlays the open space area to allow use for the rest of the lots.

Based on the staff's review, the analysis of the site data, zoning, existing and future land use maps, impact on the availability of infrastructure, consistency with the Comprehensive Plan, and the appropriateness of the request relevant to the criteria established by Section 4.7 of the Unified Development Ordinance, the Planning Commission may:

1. Recommend approval of the Preliminary Plat;
2. Recommend approval of the Preliminary Plat with changes; or
3. Recommend denial of the Preliminary Plat.

## **ATTACHMENTS:**

1. Draft Development Order
2. Applicant's Exhibit 1 – Preliminary Plat (Lot Layout & Topo Map)
3. Applicant's Exhibit 2 – Application
4. Applicant's Exhibit 3 – Narratives
5. City's Exhibit A – Location Map
6. City's Exhibit B – Existing Zoning Map
7. City's Exhibit C – Existing Land Use Map
8. City's Exhibit D – Future Land Use Map

**CITY OF GAUTIER  
SUBDIVISION INFRASTRUCTURE DEVELOPMENT ORDER  
GPC CASE NO. 15-12-SD**

**CRESTVIEW ESTATES SUBDIVISION – OLD SPANISH TRAIL**

**REGARDING PARCEL ID NO: 82438100.130**

The City of Gautier City Council, at its regular meeting held on November 17, 2015, considered the application for a Subdivision Infrastructure Development Order for a 55 lot Preliminary Plat approval of a subdivision of land in an R-1 Low Density Single-Family Residential zoning district as submitted by Shawn Pedersen/Pedersen Development, LLC. The 20.54 acre parcel subject to this Order is generally described as being located south of Old Spanish Trail, west of Breakwater Drive, and east of Old Shell Landing Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the staff review, the Planning Commission's review, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Preliminary Plat and Subdivision Infrastructure Development Order as follows:

1. This proposed subdivision is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Unified Development Ordinance.
2. This proposed subdivision is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed subdivision is limited to 55 lots.
4. The owner shall develop detailed construction plans for the subdivision infrastructure (roadways, water system, sewer system, drainage system, etc.) as approved by the City Staff, meeting the requirements of the Unified Development Ordinance, Comprehensive Plan, and City Policies. The owner shall obtain all applicable approvals and permits for the subdivision infrastructure prior to commencement of work.
5. Any additional easements or lot line adjustments needed due to infrastructure installation shall be shown on the Final Plat.
6. Therefore, the City Council approves the application for a Preliminary Plat and Subdivision Infrastructure Development Order.
7. The City Council adopted this Preliminary Plat & Subdivision Infrastructure

Development Order on a recorded vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays to approve the application of Shawn Pedersen/Pedersen Development, LLC, for a 55 lot subdivision to be located generally south of Old Spanish Trail, west of Breakwater Drive, and east of Old Shell Landing Road, Gautier, Mississippi, and identified as Jackson County Parcel No. 82438100.130.

November 17, 2015

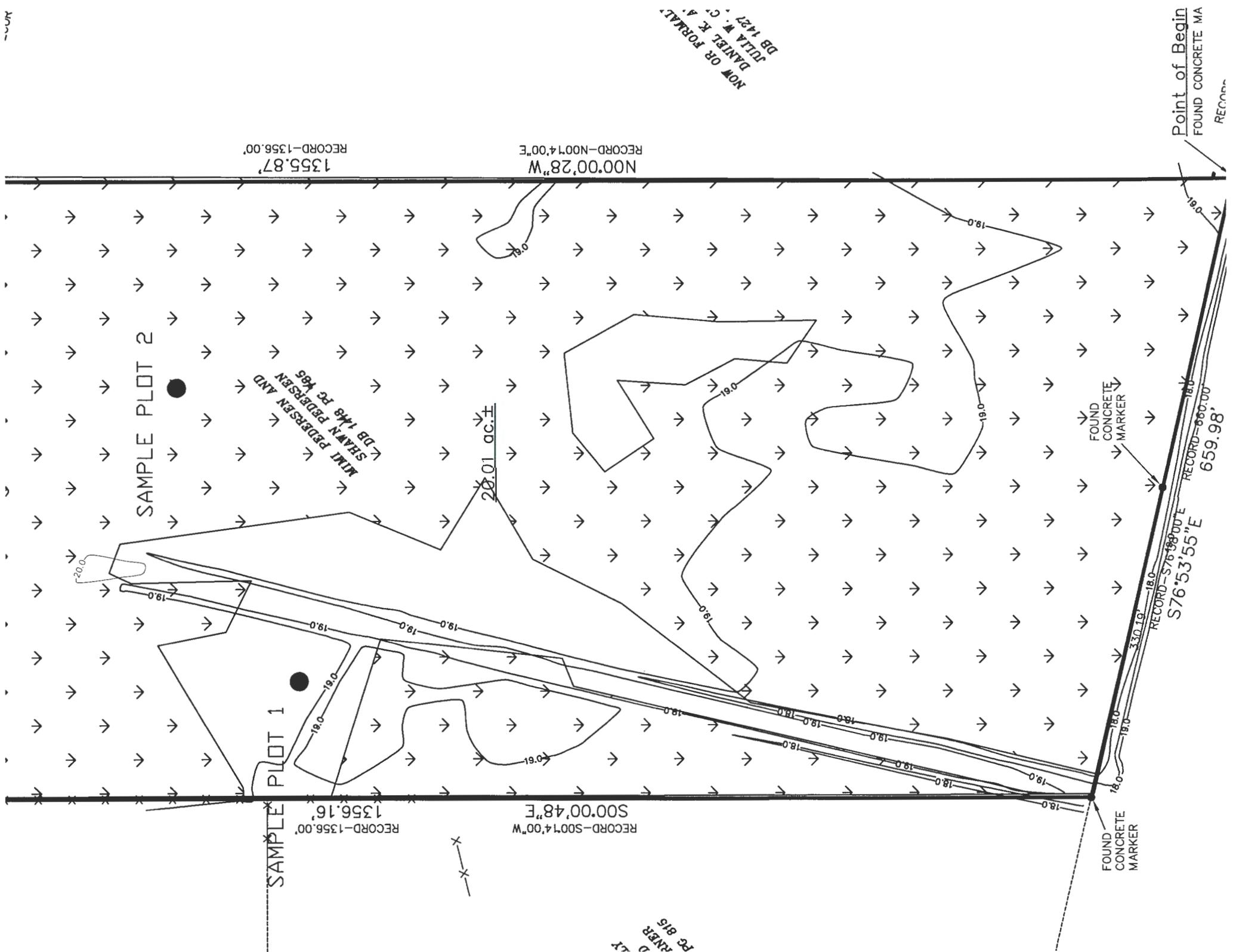
Date of Issuance

\_\_\_\_\_  
Gordon Gollott, Mayor  
City of Gautier, Mississippi  
3330 Highway 90  
Gautier, MS 39553

Attest:

\_\_\_\_\_  
Cindy Russell  
City Clerk





City of Gautier Planning & Economic Development Department  
 3305 Gautier-Vancleave Road  
 Gautier, Mississippi

APPLICATION FOR SUBDIVISION  
 PRELIMINARY PLAT & FINAL PLAT APPROVAL

Name of Subdivision: Crestview Estates Subdivision

No. of Lots in Subdivision: 55 lots

Zoning Classification of Said Property: R-1

(Attested by City Zoning Administrator) \_\_\_\_\_

Name of Owner: Shawn Pedersen / Pedersen Development, LLC

Name of Engineer: Daniel R. Boudreaux Jr., PE, Inc.

Name of Applicant: Shawn Pedersen (contracted representative:  
 Modesta Carroll)

Applicant's Address: 13501 Glendale Road East  
Ocean Springs, MS 39565

Telephone Number of Applicant: (Business) 228.326.0657 (Home) 228.217.6004  
 Modesta Carroll

Date of Application: 9/22/15

Name and Addresses of Adjacent Land Owners:

- 1) Christopher S. + Yvonne Rumery. 5709 Old Spanish Trail, Gautier, MS 39565
- 2) William + Korena Kerner 5713 Old Spanish Trail, Gautier, MS 39563
- 3) Trebornos LLC 6004 Moreton Place, Ocean Springs, MS 39564

Legal Description of property is as follows:

PIDN 82438100.130, Old Spanish Trail, 20.54 acres  
 DB 1725, 744

as described and recorded in Book No. 1725 Page No. 744 in the records of Jackson County, Mississippi. There are (are no) restrictive covenants or deed restrictions (which are attached). A fee in the amount of six dollars (\$6.00) per lot subject to a minimum fee of one-hundred dollars (\$100.00).

Signed   
(Name of Applicant)

(file original & 3 copies)

**PERMISSION TO SERVE**

September 22, 2015

Please accept this as notification that Modesta Carroll (P.O. Box 5154, Vancleave, Mississippi 39565, (228) 217-6004, [modestacarroll@gmail.com](mailto:modestacarroll@gmail.com)) has permission to provide all documentation and information needed for the development and/or variance processes on my behalf concerning Crestview Estates Subdivision located on Old Spanish Trail, Gautier, Mississippi in the incorporated area of Jackson County, Mississippi. Mrs. Carroll will also be my contracted representative at all meetings needed for this request to include but not limited to Preliminary Plat Approval and Final Plat Approval.

**PERMISSION TO SERVE** valid until: Final Plat Approval is obtained.



Shawn Pedersen

If you should have any questions concerning this PERMISSION TO SERVE notification, please feel free to contact me at (228) 326-0657.

**NARRATIVE**  
**FOR**  
**CRESTVIEW ESTATES SUDIVISION**  
**LOCATED ON**  
**OLD SPANISH TRAIL**

**CITY OF GAUTIER, MISSISSIPPI**



**OWNER:**  
**PEDERSEN DEVELOPMENT, LLC.**  
**13501 GLENDALE ROAD EAST**  
**OCEAN SPRINGS, MS 39565**

**ENGINEER:**  
**DANIEL R. BOUDREAUX JR., P. E.**  
**17381 SOUTH CARR BRIDGE RD.**  
**BILOXI, MS 39532**

**SEPTEMBER 15, 2015**

## 1.0 NARRATIVE OF PROJECT

This project will be a planned community located on a 20-acre parcel of land, which lies in Section 38, Township 7 South, Range 11 West, Jackson County, Mississippi. The proposed development will be a detached single-family residential subdivision.

The proposed improvements will include curb and gutter road construction and associated underground drainage that will be dedicated to the public. The sanitary sewer system along with the potable water system will be connected to the existing central systems and will be designed in accordance with all State and Local regulatory agencies.

The wetlands have been delineated and a wetland fill permit has been acquired for the proposed development. Detention swales are incorporated into the design that will be utilized for stormwater detention. These ponds will act to enhance the quality of stormwater runoff and to reduce the quantity.

The Developer will meet all requirements of the City of Gautier's Unified Development Ordinance and all City policies.

## 1.0 DESIGN CRITERIA

### 1.2.1 TRAFFIC

Street widths and thickness will be designed in accordance with the City of Gautier requirements for pavement sections along with sound engineering design. Right-of way widths will be 50 feet and cul-de-sacs will have a radius of 50 feet. Sidewalks will be constructed on each lot during home construction.

Although additional traffic will be generated, as in all developments, the low density of the development will not adversely affect the existing City road system.

### 1.2.2 DRAINAGE

The storm drainage system will be designed to provide not less than that required by the maximum 24 hour rainfall expected to occur once in 25 years with a run-off factor of 98 percent (98%) for pavements and buildings and a variable run-off factor for pervious areas. The storm runoff for the development will be directed to existing wetland areas that have been identified. The flow from this subdivision will be designed so it does not adversely impact adjoining properties. Post

development runoff shall not exceed the runoff that existed prior to development.

### 1.2.3 POTABLE WATER AND FIRE PROTECTION

The potable water system will consist of minimum 8-inch C-900 PVC water mains in accordance with all State and Local regulations. Water mains at road entrances will be connected to the existing main lying along Old Spanish Trail. The existing water system has ample capacity for the proposed development.

Fire Hydrants will be placed in accordance with the requirements of the City of Gautier. Flushing hydrants will also be placed at the end of all dead-end lines. All required permitting/approvals from the City of Gautier, the Jackson County Utility Authority, and the Mississippi State Department of Health will be acquired prior to commencement of work.

### 1.2.4 SANITARY SEWER SYSTEM

The sanitary sewer system will consist of 4' diameter concrete manholes and 8" diameter pvc gravity mains. They will be connected to the existing gravity sewer mains lying along Old Spanish Trail. The existing sewer collection system has ample capacity for the proposed development.

All required permitting/approvals from the City of Gautier, the Jackson County Utility Authority, the Mississippi Department of Health, and the Mississippi Department of Environmental Quality will be acquired prior to commencement of work.

### 1.2.5 LANDSCAPING AND SIGNAGE

The proposed areas are shown on the Lot Layout sheet in the construction plans. Under no circumstance shall any landscaping or signage obstruct the required site triangle. The sign cannot exceed 24 square feet and no more than 6 feet high.

A fence and buffer easement will be placed along Old Spanish Trail. This buffer easement will prevent any driveways from connecting to Old Spanish Trail.

**Location Map**  
**Old Spanish Trail - PIN 82438100.130**  
**Crestview Subdivision**

City Of Gautier  
Economic Development/Planning



Prepared by the  
City of Gautier  
Planning Division



**Existing Zoning Map**

City Of Gautier  
Economic Development/Planning



Prepared by the  
City of Gautier  
Planning Division

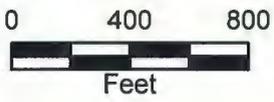
**Legend**

-  AG Agricultural
-  PL Public/Semi-Public
-  PUD Planned Unit Development
-  R-1 Low Density Residential
-  R-2 Multi-Family Residential
-  R-3 Mobile Home District
-  MUM
-  TC
-  MURC-1
-  MURC-2
-  MURC-MW
-  C-1 Neighborhood Commercial
-  C-2 Community Commercial
-  C-3 Highway Commercial
-  I-2 Industrial



**Existing Land Use Map**

**City Of Gautier  
Economic Development/Planning**

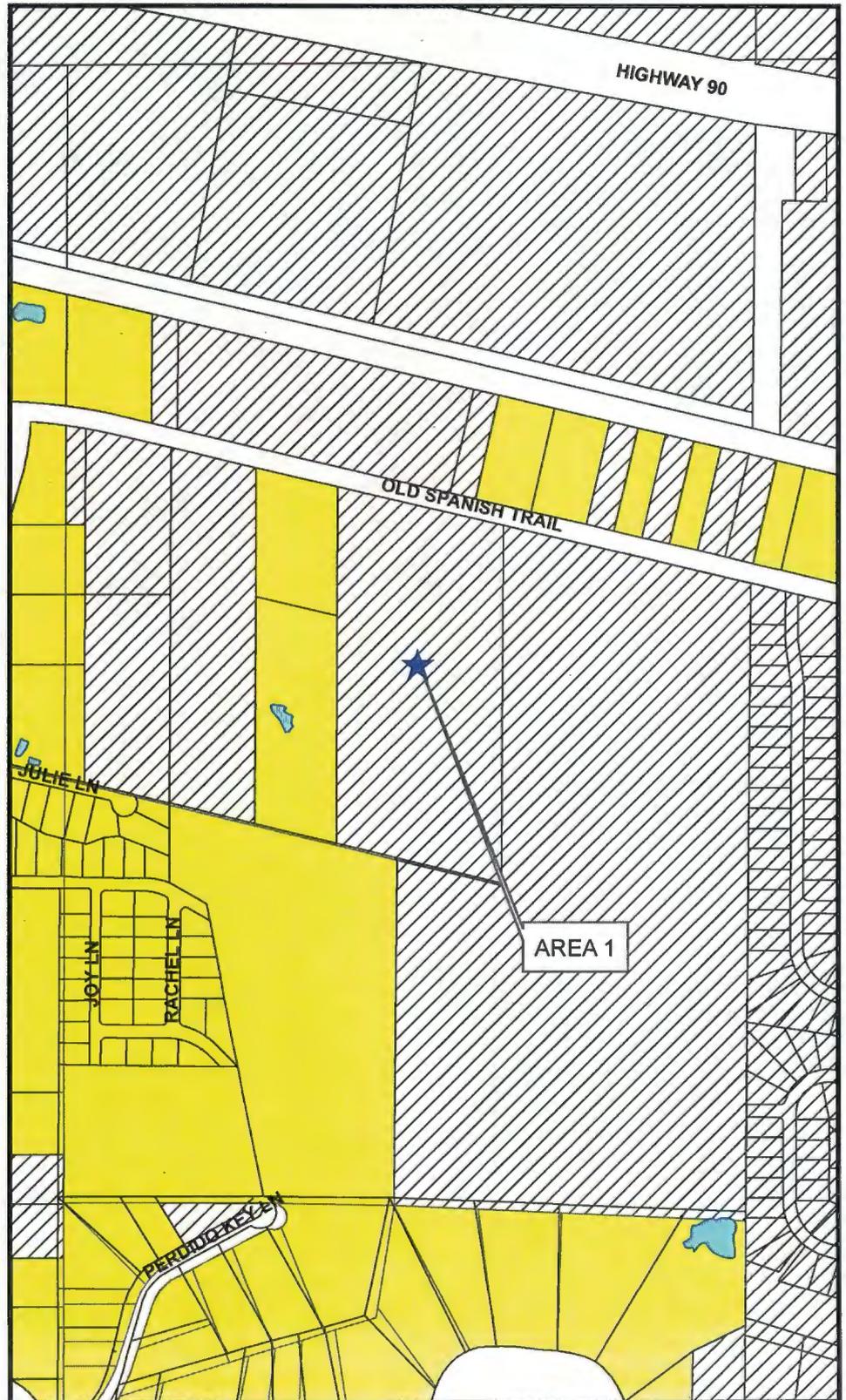


**Prepared by the  
City of Gautier  
Planning Division**

**Legend**

**EXISTING LAND USE**

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant



# Future Land Use Map

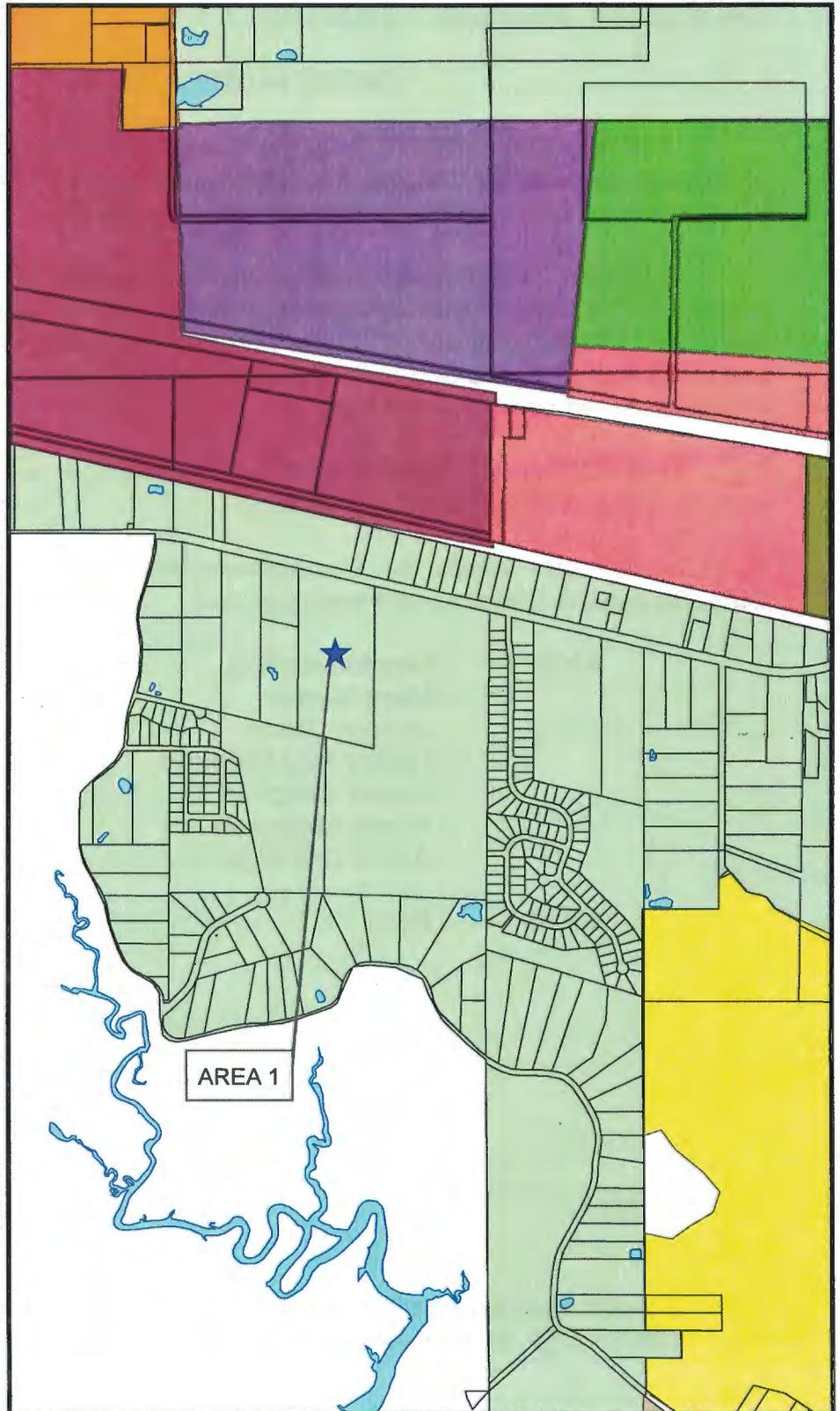
City Of Gautier  
Economic Development/Planning



Prepared by the  
City of Gautier  
Planning Division

## Legend

-  Civic
-  High Impact Commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  Low Impact Commercial
-  Recreational
-  Recreational Commercial
-  Regional Scale Commercial
-  Mixed Use Residential
-  Town Center
-  Very Low Density Residential



**Councilman Colledge** made the motion to amend the contract to remove American Express from schedule B of the contract. **Councilman Anderson** seconded the motion and the vote carried unanimously.

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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 222-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Services Agreement with Official Payments to accept electronic payments contingent upon city attorney approval.

**IT IS FURTHER ORDERED** that Official Payments will perform the services outlined in the body of the Services Agreement with service fees to be charged to the customer. Credit cards are \$2.95 per payment transaction & debit cards are \$1.00 per transaction which is charged to the customer. Pursuant to state law, The City of Gautier will be assessed no charges or fees.

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

Motion was made by **Councilwoman Martin**, seconded by **Councilman 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:**

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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 17, 2015.



## OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is entered into by Official Payments Corporation, a Delaware corporation ("Official Payments") and **City of Gautier, MS** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule. This Agreement is effective as of the date signed by Official Payments in the signature block below ("Effective Date").

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

### OFFICIAL PAYMENTS CORPORATION

### CLIENT: City of Gautier

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

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

Name: **Eric Labiak**

Name:

Title: **SVP Sales**

Title:

Date:

Date:

Address: **705 Westech Drive  
Norcross, Georgia 30092**

Address:

Email: **mbox-opay-clientservices@aciworldwide.com**

Email:

Telephone: **404-923-3500**

Telephone:

Fax: **404-923-6727**

Fax:

## SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

### **AGREEMENT**

#### **1. DEFINITIONS.**

"*Absorbed Fee*" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"*ACH*" means the Automated Clearing House.

"*Change Order*" means the Change Order as defined in Section 14.2 below.

"*Client Designated Account*" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"*Client Marks*" means Client's logo, trademarks and other service marks.

"*Customer*" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"*Delivered*" or "*Delivery*" means the date upon which Services are ready for testing by Customer.

"*NACHA*" means the National Automated Clearing House Association.

"*Official Payments Marks*" means Official Payments' logo, trademarks and other service marks.

"*Official Payments System*" means Official Payments' and its Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"*Payment Transaction*" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"*Production Use*" means any use of the Services resulting in actual data being processed in a live production environment.

"*Service*" or "*Services*" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"*Service Fee*" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"*Signature Page*" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"*Suppliers*" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

**2. PROVISION OF SERVICES.** Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

**3. CLIENT OBLIGATIONS.** With respect to each Service:

3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification

number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services. Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

#### **4. FEES, TAXES, AND PAYMENTS.**

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client

Designated Account, and any other fines or liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees to the extent permissible under Mississippi law.

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

**5. SUSPENSION; RESTRICTIONS.** Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, in its reasonable discretion, Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5 to the extent allowable under Mississippi law. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

## **6. TERM AND TERMINATION.**

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of **five (5)** years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term"). Official Payments understands that continuation of this Agreement requires ratification by any newly elected City Council to remain in force.

## 6.2. Termination.

- 6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.
- 6.2.2 Termination by Official Payments. Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

**7. ACCOUNT MONITORING; SECURITY.** Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees and representatives.

**8. INTELLECTUAL PROPERTY.** In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

## **9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI") , and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof

to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (<https://www.pcisecuritystandards.org>) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

## **10. WARRANTY AND DISCLAIMER.**

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT, TO THE EXTENT ALLOWABLE UNDER MISSISSIPPI LAW.

## **11. INTENTIONALLY OMITTED**

**12. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF

PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

**13. CONFIDENTIALITY.** Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law.

#### **14. GENERAL PROVISIONS.**

**14.1 Notices.** Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day

after delivery to the applicable address set forth on the Signature Page. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

14.2 Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1. Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

14.3 Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Official Payments and/or its representative(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of

Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state courts of Mississippi.

14.10 No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11,12,13, and 14.

## SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPAYs Bill Payment Services for all transactions in the channel contracted for.

- Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard® and Discover®.
- Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.
- MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.
- Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

- IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

## SCHEDULE C - FEE SCHEDULE

1. **Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.
2. **Implementation Fees.** Implementation Fees are due and payable within thirty (30) days of the Effective Date of this Agreement. When waived with fee reference, Implementation Fees will be due and payable if Client has not begun Production Use of the Official Payments Services within one hundred eighty (180) days of the Effective Date of this Agreement. When waived without fee reference, Official Payments will not bill for Implementations Fees.
3. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.
  - 3.1 **Monthly Minimums.** Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner.
  - 3.2 **Annual Minimums.** Annual minimums will begin upon Production Use of the Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Fee Schedule and payable January 31<sup>st</sup> of each calendar year.

### A. Implementation Fees

Waived

### B. Minimum Fees

Waived

**C. Electronic Check (“eCheck”) Fees**

**Service Fees to be charged to Customer by Official Payments:**

\$ N/A less than or equal to \$N/A  
\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

**Fees to be charged to Client by Official Payments:**

**Absorbed Fees:**

\$ N/A less than or equal to \$N/A  
\$ N/A greater than \$ N/A, per Payment Transaction for the following payment types:

N/A

**Set-up Fee: \$ 0.00**

**Return Fee:**

N/A

**D. Credit/Debit Card Fee Schedule**

**Service Fees to be charged to Customer:**

**\$2.95 per Payment Transaction, when credit cards are used. Client selected fee does not include American Express for the following Payment Types:**

**Utilities; Shepard State Park Payments**

**\$1.00 per Payment Transaction, when debit cards are used for the following Payment Types:**

**Utilities; Shepard State Park Payments**

**Absorbed Fees to be charged to Client by Official Payments:**

N/A

**E. MoneyGram**

N/A

**F. Point-of-Sale (POS)**

**Service Fees: N/A**

**Absorbed Fees: N/A**

**G. IVR (Interactive Voice Response)**

**N/A**

***An IVR service charge of \$ N/A to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.***

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

**ORDER NUMBER 223-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Water Company of America contract approved on June 16, 2015 is hereby amended to include services to review the accuracy, reasonableness, and appropriateness of costs paid to the Jackson County Utility Authority for wastewater treatment and water services as hereby approved by attached Amendment 1.

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

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

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

**NAYS:**           **None**

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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 17, 2015.



October 15, 2015

Mayor Gollott and Members of the City Council  
Gautier, Ms.

RE: Proposed Amendment #1 to original submitted contract

As all of you are aware, significant cost increases have been imposed on those member agencies who receive wastewater treatment service from the Jackson County Utility Authority. WCA recently completed a contract with the City of Gulfport whereby WCA was hired to review the accuracy, reasonableness, and appropriateness of cost paid to the Harrison County Utility Authority for wastewater treatment and water services. WCA's review identified approximately \$800,000 in annual overbillings by HCUA / additional revenue to Gulfport. WCA would like to offer this same service to Gautier. Below is our proposed amendment for this service.

**AMENDMENT 1**

Pursuant to the proposed *Contract for Services* between the City of Gautier and ISI Water Company (referred to herein as Water Company of America "WCA"), the undersigned agree to the following:

**WHEREAS:** The City of Gautier, as a member agency of the Jackson County Utility Authority (JCUA), desires to review the fees levied by the JCUA and paid by the City, for the purpose of substantiating the accuracy and reasonableness of those fees in light of current use by all member agencies; and,

**WHEREAS:** WCA has proposed to the City to perform a review of JCUA fees to assist the City in identifying the appropriateness of those fees for service received; and,

**WHEREAS:** WCA has proposed to the City the performance of this additional service under the same terms and conditions of the existing Agreement between the City and WCA; therefore,

**The undersigned parties hereby agree as follows:**

The Agreement language is amended, as allowed for in ARTICLE 7.16 of the Agreement, to add the review of JCUA billings to the City to the services called for in the Agreement. WCA shall proceed, at the direction of the City, to review three primary elements of JCUA cost including, O&M, debt service and District overhead/administrative oversight and the ratio of those costs that are apportioned to the City as a member agency of the JCUA. The purpose of the review is to determine if the share of total cost borne by the City is accurate and reasonable for service received. In the event that total costs are reduced and the City benefits from a reduction resulting from this review; WCA shall be compensated on a performance fee basis of 55% of savings realized for a period of 36 months thereafter, as described in the Agreement. In the event that the cost to the City is unchanged or increased, then the City shall be under no obligation to compensate WCA.

CITY OF GAUTIER

ISI WATER COMPANY

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

For Your Consideration,



Mike Necaise CPA/MBA  
Regional Manager  
Water Company of America

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

**ORDER NUMBER 224-2015**

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

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

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

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

**NAYS:**        **None**

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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 17, 2015.

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC Account Number 001-092-698	160209	11/17/2015	10/30/2015			2,280.00	
		Description		Invoice #	Date	P.O.	Amount	
		DEC 2015 NETWORK SERVICES		2554	10/14/2015			2,280.00
001	RIVIERA FINANCE OF TEXAS INC Account Number 001-161-638	160210	11/17/2015	10/30/2015			110.00	
		Description		Invoice #	Date	P.O.	Amount	
		FLAT REPAIR: E3		69474	10/23/2015			110.00
001	PASCAGOULA UTILITIES Account Number 001-161-630 001-161-630	160211	11/17/2015	10/30/2015			28.52	
		Description		Invoice #	Date	P.O.	Amount	
		CENTRAL FIRE STN		1706815	10/28/2015			10.15
		SOUTH FIRE STN		1706994	10/28/2015			18.37
001	IBM CORPORATION Account Number 001-040-730 001-040-730	160212	11/17/2015	10/30/2015			1,632.80	
		Description		Invoice #	Date	P.O.	Amount	
		AS400 PMT NOV 2015		Q2786GJ	11/01/2015			816.40
		AS400 PMT DEC 2015		Q2786GJ	11/01/2015			816.40
001	INFORMATION TECHNOLOGY SERVICE Account Number 001-100-640	160216	11/17/2015	11/02/2015			224.00	
		Description		Invoice #	Date	P.O.	Amount	
		OCT 2015		5232025	10/31/2015			224.00
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-698 001-092-698 001-092-698	160217	11/17/2015	11/02/2015			400.00	
		Description		Invoice #	Date	P.O.	Amount	
		ACCT SOFTWARE MAINT		MN112706	10/15/2015			280.00
		VOTER REG SOFTWARE MAINT		MN112706	10/15/2015			20.00
		PRIV LIC SOFTWARE MAINT		MN112707	10/15/2015			100.00
001	G&K SERVICES INC Account Number 001-205-535 001-205-535 001-205-535 001-205-535	160218	11/17/2015	11/02/2015			221.56	
		Description		Invoice #	Date	P.O.	Amount	
		MAINTENANCE		1033649208	09/28/2015			55.39
		MAINTENANCE		1033651437	10/05/2015			55.39
		MAINTENANCE		1033653662	10/12/2015			55.39
		MAINTENANCE		1033655836	10/19/2015			55.39
001	BELL AUTO PARTS, INC. Account Number 001-161-638 001-170-639 001-100-570 001-161-638 001-170-639 001-170-639 001-100-570	160222	11/17/2015	11/03/2015			540.97	
		Description		Invoice #	Date	P.O.	Amount	
		AIR TOOL,GAL ROTELLA OIL(3)		41071	10/08/2015			77.87
		BOLTS(6),KROIL OIL,BLADES(6)		41072	10/06/2015			80.10
		KROIL OIL,BRAKE PADS SET(3)		41073	10/29/2015			99.75
		GAL ROTELLA OIL(3)		41075	10/27/2015			66.00
		SPACERS(6),BLADE ADAPTER(4)		41076	10/15/2015			94.50
		20FT BOOSTER CABLE		41077	10/28/2015			99.95
		OIL(3)		41083	10/29/2015			22.80
001	TEC Account Number 001-092-605	160224	11/17/2015	11/03/2015			119.23	
		Description		Invoice #	Date	P.O.	Amount	
		MONTHLY LONG DISTANCE		838705	11/01/2015			119.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	160225	11/17/2015	11/03/2015			248.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SPINDLE ASSEMBLY:SCAG MOWER		979852	10/01/2015			200.00
	001-170-639	WHEELS(6):SCAG MOWER		979876	10/12/2015			48.00
001	LOWE'S HOME CENTER'S, INC.	160232	11/17/2015	11/03/2015			1,179.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	2PK FLOOD LIGHT BULBS		902217	09/25/2015			13.21
	001-170-559	BX CLEANING GLOVES		909827	09/28/2015			27.89
	001-201-559	SPRAY PAINT METAL BAR		902520	10/02/2015			25.48
	001-170-559	LEAF RAKE, PADLOCK KEY(7)		909555	10/07/2015			22.12
	001-170-645	SUPPLIES:MULLET FEST		910688	10/08/2015			249.09
	001-170-559	WATER TIMER,WEED KILLER(2)		910856	10/08/2015			167.90
	001-170-559	55GAL OUTDOOR TRASH BAGS(2)		910608	10/13/2015			26.03
	001-205-559	ELEC PANEL BLANKS		902926	10/14/2015			4.16
	001-161-559	12CT PAPER TOWELS(2)		902954	10/14/2015			20.44
	001-170-645	HANG MULLET FEST BANNERS		914388	10/14/2015			44.56
	001-170-645	SUPPLIES:MULLET FEST		909095	10/14/2015			55.91
	001-205-559	3PK SAW BLADES		902055	10/15/2015			27.92
	001-170-559	10LB SLEDGE HAMMER		909184	10/15/2015			29.77
	001-170-645	SUPPLIES:MULLET FEST		910910	10/15/2015			54.88
	001-170-645	SUPPLIES:MULLET FEST		909508	10/16/2015			155.30
	001-170-559	NYLON ROPE, BX GLOVES(2)		909768	10/17/2015			31.60
	001-170-559	55GAL TRASH BAGS(2),BX GLOVES		909119	10/18/2015			53.92
	001-161-559	10-CUP GLASS COFFEE MAKER		914822	10/20/2015			11.16
	001-170-635	WATER HEATER SUPPLIES		902989	10/20/2015			26.50
	001-170-559	LASER MEASURE		909839	10/21/2015			37.21
	001-170-559	TOWING BALL/PINTLE,HITCH BALL		909417	10/23/2015			93.99
001	AUTO TRUCK AND TRAILER PARTS INC	160233	11/17/2015	11/04/2015			261.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	5-GAL GEAR OIL		253474	10/06/2015			65.00
	001-100-570	BULB(14)		253599	10/14/2015			32.74
	001-161-638	RADIATOR CAP: E3		253680	10/20/2015			3.71
	001-100-570	FUEL FILTER		253758	10/23/2015			10.45
	001-100-570	WIPER BLADES(10)		253782	10/27/2015			65.00
	001-100-570	FILTERS(12)		253783	10/27/2015			32.52
	001-100-570	FILTERS(5)		253785	10/27/2015			52.25
001	O'REILLY AUTO PARTS	160240	11/17/2015	11/04/2015			3,447.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	TERMINAL(3),C-KIT(2),WIRE(2)		1978393870	09/29/2015			94.93
	001-100-570	ANTISEIZE,ELECTRIC GREASE		1978393871	09/29/2015			12.98
	001-090-638	OIL:1QT(3)&5QT(2),FUEL SENSOR		1978394179	10/01/2015			226.92
	001-100-638	FAN RELAY & ASSEMBLY:#56		1978394310	10/02/2015			502.83
	001-100-570	FAN RELAY & ASSEMBLY:#121		1978394735	10/05/2015			502.83
	001-170-639	STARTER: SCAG MOWER		1978394736	10/05/2015			131.90
	001-100-570	METALLIC PAD,FILTER:#13046		1978394819	10/06/2015			35.08
	001-161-638	FILTER,5QT OIL		1978394832	10/06/2015			23.58
	001-161-638	1QT OIL:#50		1978394833	10/06/2015			3.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	160240	11/17/2015	11/04/2015			3,447.78	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FILTER, OIL:5Q, 1QT(2)		1978394865	10/06/2015		30.56	
	001-100-570	1GAL ANTIFREZ(3):#121		1978395008	10/07/2015		36.97	
	001-100-570	1QT OIL(6), 1QT TRANS FLD(12)		1978395281	10/09/2015		98.22	
	001-170-639	CAP SCREWS(7)		1978395603	10/12/2015		7.56	
	001-100-570	BRAKE FLD, P/S FLD, 1QT OIL		1978395632	10/12/2015		10.37	
	001-022-638	BATTERY: HR CROWN VIC		1978395646	10/12/2015		89.28	
	001-100-570	ALTERNATOR:#33		1978395661	10/12/2015		285.59	
	001-170-638	FILTER(2), RAIN-X(2), OIL(2)		1978396059	10/15/2015		118.83	
	001-170-639	SANDING ROLL(2), BRAKE CLN(12)		1978396119	10/16/2015		37.74	
	001-100-570	BRAKE CLN(12), WHL BRG & SEAL		1978396192	10/16/2015		55.19	
	001-170-639	BATTERY		1978396530	10/19/2015		78.76	
	001-100-570	1GAL ANTIFREZ(2)		1978396879	10/22/2015		29.98	
	001-100-570	AIR FILTER(2)		1978397295	10/26/2015		51.16	
	001-170-639	GAUGE, AIR HOSE		1978397394	10/27/2015		13.98	
	001-161-638	BULB, WIPER BLADE(2)		1978397416	10/27/2015		30.96	
	001-092-639	DIGITAL SIGN: BATTERY		1978397513	10/28/2015		917.60	
	001-170-638	SEALANT		1978397589	10/28/2015		19.99	
001	ENTERPRISE FUND	160241	11/17/2015	11/05/2015			1,282.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR FUND 400 AUCTION PROCEEDS		10312015	11/05/2015		1,282.50	
001	SYSCON INC	160266	11/17/2015	11/05/2015			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	NOV 2015 COURT SUPPORT		1-32238	11/02/2015		1,475.00	
001	MALLETTE BROTHERS CONSTRUCTION, INC	160269	11/17/2015	11/06/2015			4,298.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4.33 TN ASPHALT		18494	11/04/2015		324.75	
	001-201-576	1.47 TN RAP		18494	11/04/2015		49.98	
	001-201-576	11.77 CY FILL SAND		18494	11/04/2015		141.24	
	001-201-576	48.79 TN RIP RAP		18494	11/04/2015		2,683.45	
	001-201-576	36.62 TN A-BASE LIMESTONE		18494	11/04/2015		1,098.60	
001	CABLE ONE	160271	11/17/2015	11/09/2015			108.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2015: #107571481		10252015	11/01/2015		108.51	
001	ADVANCE AUTO PARTS	160273	11/17/2015	11/10/2015			435.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	55GAL OIL DRUM		9172	10/12/2015		435.45	
001	DPS CRIME LAB	160289	11/17/2015	11/10/2015			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90035057	11/30/2015		50.00	
001	RENAE ROSSCUP	160290	11/17/2015	11/12/2015			24.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	REIMB MEALS:FIRE BRIDGE CLASS		11012015	11/04/2015		24.17	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CHANDRA NICHOLSON, CUSTODIAN	160291	11/17/2015	11/12/2015			181.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	5 SHIRTS: BLDG INSPECTOR		08252015	10/28/2015		69.50	
	001-090-620	VACATE EASEMENT DOCUMENT		09172015	10/28/2015		1.50	
	001-170-502	FOOTBALL PANTS (2)		09182015	10/28/2015		42.78	
	001-170-502	FOOTBALL PANTS (1)		09182015	10/28/2015		21.39	
	001-090-559	PLANNING COMM NAMEPLATE		09112015	10/28/2015		9.00	
	001-090-559	PLAN COMM STANDS/NAMEPLATE		09282015	10/28/2015		28.00	
	001-090-559	PLANNING COMM NAMEPLATE		10012015	10/28/2015		9.00	
001	ROBERT JONES, CUSTODIAN	160292	11/17/2015	11/12/2015			100.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	PHOTO ALBUM/SHEET PROTECTORS		06022015	11/06/2015		20.32	
	001-161-535	MAIL PATCHES TO NAFECO		06032015	11/06/2015		7.70	
	001-161-559	MATTRESS STORAGE BAGS		06232015	11/06/2015		25.57	
	001-161-559	TALLY COUNTER (2)		08262015	11/06/2015		6.40	
	001-161-500	INK CART FOR FAX		10072015	11/06/2015		31.55	
	001-161-681	CPR CERTIFICATION CARDS (2)		10232015	11/06/2015		9.20	
001	BORDIS & DANOS PLLC	160293	11/17/2015	11/12/2015			9,045.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	NOV 2015 RETAINER		11	11/04/2015		7,916.67	
	001-060-602	LITIGATION SERVICES		10	11/04/2015		1,128.50	
001	C SPIRE WIRELESS	160294	11/17/2015	11/12/2015			1,095.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	10/31/2015		123.88	
	001-022-605	HR CELL PHONES		0030759348	10/31/2015		61.94	
	001-040-605	ADMIN CELL PHONES		0030759348	10/31/2015		163.87	
	001-090-605	ECON DEV CELL PHONES		0030759348	10/31/2015		309.70	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	10/31/2015		191.82	
	001-170-605	RECREATION CELL PHONES		0030759348	10/31/2015		217.57	
	001-205-605	MAINT CELL PHONES		0030759348	10/31/2015		26.85	
001	CARD SERVICES	160296	11/17/2015	11/12/2015			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML SMALL TOWN CONF:GOLLOTT		10142015	10/26/2015		75.00	
	001-001-681	MML SMALL TOWN CONF:MARTIN		10142015	10/26/2015		75.00	
001	MS FIRE ACADEMY	160297	11/17/2015	11/12/2015			40.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	CC CPAT-E: JONES, J		23806	11/11/2015		40.00	
001	CREDIT CARD CENTER	160298	11/17/2015	11/12/2015			1,188.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	HOTEL-CC FIRE CLASS: MCCOY		400107	10/12/2015		70.00	
	001-001-681	HOTEL-FIRE CLASS: GOLLOTT		400123	10/12/2015		70.00	
	001-001-681	HOTEL-FIRE CLASS: MARTIN		400131	10/12/2015		70.00	
	001-001-681	HOTEL-FIRE CLASS: ANDERSON		400149	10/12/2015		70.00	
	001-001-681	HOTEL-FIRE CLASS: VAUGHAN		400156	10/12/2015		70.00	

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	160298	11/17/2015	11/12/2015			1,188.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	RICOH 165 WASTE BOTTLE		975557	10/16/2015		74.00	
	001-001-681	HOTEL-SM TOWN CONF: MARTIN		122774	10/19/2015		237.62	
	001-001-681	HOTEL-SM TOWN CONF: GOLLOTT		123004	10/19/2015		237.62	
	001-100-500	SAMSUNG ML-1710D3 TONER		404884	10/23/2015		46.99	
	001-021-681	MEC HOBNOB MS: ABELL		512142	10/26/2015		90.00	
	001-161-681	HOTEL-MFIA FALL SEMINAR:MCCOY		000142	10/26/2015		151.80	
001	MS DEPT OF FINANCE & ADMIN	160301	11/17/2015	11/12/2015			23,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2015 COURT ASSESSMENT		10312015	11/03/2015		23,972.00	
001	MS DEPT OF PUBLIC SAFETY	160302	11/17/2015	11/12/2015			188.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2015 SPECIAL ASSESSMENTS		10312015	11/03/2015		188.00	
001	FEDERAL EXPRESS	160303	11/17/2015	11/12/2015			77.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-607	OVERNIGHT GRANT PKGS (3)		521278271	11/04/2015		77.26	
001	FOSTER'S AIR CONDITIONING & HEATING INC	160304	11/17/2015	11/12/2015			325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA CLEANING: ECO DEV SIDE		P967872	11/02/2015		325.00	
001	FUELMAN OF MS	160305	11/17/2015	11/12/2015			2,271.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP45813904	11/02/2015		23.96	
	001-092-525	UNL FUEL		NP45813904	11/02/2015		25.75	
	001-100-525	UNL FUEL		NP45813904	11/02/2015		1,656.83	
	001-161-525	UNL & DSL FUEL		NP45813904	11/02/2015		371.52	
	001-170-525	UNL & DSL FUEL		NP45813904	11/02/2015		159.85	
	001-205-525	UNL FUEL		NP45813904	11/02/2015		33.69	
001	FUELMAN OF MS	160307	11/17/2015	11/12/2015			2,646.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP45875306	11/09/2015		44.94	
	001-100-525	UNL FUEL		NP45875306	11/09/2015		1,945.06	
	001-161-525	UNL & DSL FUEL		NP45875306	11/09/2015		424.31	
	001-170-525	UNL & DSL FUEL		NP45875306	11/09/2015		150.20	
	001-205-525	UNL & DSL FUEL		NP45875306	11/09/2015		82.33	
001	JACKSON COUNTY ADULT DETENTION CENTER	160309	11/17/2015	11/12/2015			13,023.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	OCT 2015 ADC CHGS		10312015	11/06/2015		13,020.00	
	001-010-696	PHARMACY CHGS		10312015	11/06/2015		3.88	
001	M & E FEED & SEED	160310	11/17/2015	11/12/2015			83.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		4939	10/07/2015		41.99	
	001-100-514	DOG FOOD		4944	10/15/2015		41.99	

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LLOYD B MARSHALL JR CPA Account Number 001-092-600	160311	11/17/2015	11/12/2015			2,935.00	
		Description		Invoice #	Date	P.O.	Amount	
		PROGRESS PMT FY 2015		2	11/10/2015			2,935.00
001	SPORTABOUT Account Number 001-170-502 001-170-502 001-170-502	160312	11/17/2015	11/12/2015			4,833.00	
		Description		Invoice #	Date	P.O.	Amount	
		JERSEYS W/ NUMBERS (117)		3172	09/18/2015			2,574.00
		FOOTBALL PANTS (117)		3172	09/18/2015			2,223.00
		COACHES JERSEYS (2)		3216	09/29/2015			36.00
001	SINGING RIVER E.P.A. Account Number 001-161-631 001-170-631 001-201-629	160313	11/17/2015	11/12/2015			1,556.31	
		Description		Invoice #	Date	P.O.	Amount	
		SOUTH FD 76008001		10152015	10/28/2015			253.68
		BACOT PARK 10137		10152015	10/28/2015			1,154.12
		SIGNAL LIGHTS 10138		10152015	10/28/2015			148.51
001	ALABAMA MEDIA GROUP Account Number 001-090-615	160319	11/17/2015	11/12/2015			18.60	
		Description		Invoice #	Date	P.O.	Amount	
		HEARING NOTICE: CRESTVIEW S/D		0007454657	10/21/2015	160064		18.60
001	GALLS, LLC Account Number 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559 001-100-559	160320	11/17/2015	11/12/2015			643.87	
		Description		Invoice #	Date	P.O.	Amount	
		SAM BROWNE BELT		BC0208118	11/05/2015	160123		39.99
		SF BUCKLELESS INNER BELT		BC0208118	11/05/2015	160123		32.99
		ALS DUTY HOLSTER (2)		BC0208118	11/05/2015	160123		259.98
		SF MKIII DEFENSE SPRAY CASE		BC0208118	11/05/2015	160123		27.29
		EXPANDABLE BATON HOLDER		BC0208118	11/05/2015	160123		28.39
		CLOSED TOP CUFF CASE (2)		BC0208118	11/05/2015	160123		58.78
		ADJUSTABLE CITATION HOLDER		BC0208118	11/05/2015	160123		20.99
		TACTICAL HOLSTER		BC0208118	11/05/2015	160123		150.46
		SHIPPING		BC0208118	11/05/2015	160123		25.00
001	TEAM ONE COMMUNICATIONS, INC Account Number 001-100-639 001-100-639	160321	11/17/2015	11/12/2015			624.00	
		Description		Invoice #	Date	P.O.	Amount	
		BATTERY:XTS RADIO (6)		9020008821	11/05/2015	160126		474.00
		CARRY CASE W/BELT LOOP (3)		9020008821	11/05/2015	160126		150.00
001	REYNOLDS WHOLESALE CO. Account Number 001-170-559 001-170-559 001-170-559 001-170-559 001-170-559 001-170-559 001-170-559 001-170-559	160322	11/17/2015	11/12/2015			131.99	
		Description		Invoice #	Date	P.O.	Amount	
		BX 100/PF LATEX GLOVE LG		48232	10/23/2015	160089		6.95
		BX 100/ PF LATEX GLOVE XL		48232	10/23/2015	160089		6.95
		32OZ WINDEX		48232	10/23/2015	160089		5.29
		CS #9525 12/8" BROWN TOWEL		48232	10/23/2015	160089		23.95
		CS #374015 VB TISSUE		48232	10/23/2015	160089		44.95
		CS/100 CAN LINERS 38X58		48232	10/23/2015	160089		32.95
		IGAL SPARTAN NABC CLEANER		48232	10/23/2015	160089		10.95

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC Account Number 001-040-500	160324	11/17/2015	11/12/2015			184.34	
		Description		Invoice #	Date	P.O.	Amount	
		#9 WINDOW ENVELOPES (3000)		87407	11/05/2015	160072		184.34
001	NEWELL PAPER COMPANY Account Number 001-092-510 001-092-510	160326	11/17/2015	11/12/2015			110.48	
		Description		Invoice #	Date	P.O.	Amount	
		CS PAPER TOWELS MF (3)		856214	11/10/2015	160153		41.52
		CS/56 CAN LINERS 40X46 (4)		856214	11/10/2015	160153		68.96
001	SIRCHIE CORPORATION Account Number 001-100-559 001-100-559 001-100-559 001-100-559	160328	11/17/2015	11/12/2015			632.25	
		Description		Invoice #	Date	P.O.	Amount	
		RED EVIDENCE TAPE(20)		0230096-IN	11/06/2015	160151		190.00
		BARRIER TAPE-POLICE LINE(3)		0230096-IN	11/06/2015	160151		239.85
		FORENSIC ROD KIT(2)		0230096-IN	11/06/2015	160151		139.90
		SHIPPING CHARGES\		0230096-IN	11/06/2015	160151		62.50
001	A-1 AUTO PARTS Account Number 001-100-638	160329	11/17/2015	11/12/2015			930.30	
		Description		Invoice #	Date	P.O.	Amount	
		A/C COMPRESS & ACCUM: U#12400		12546	10/30/2015	160115		930.30
001	GRAHAM CONSTRUCTION, INC. Account Number 001-201-576	160331	11/17/2015	11/12/2015			1,500.00	
		Description		Invoice #	Date	P.O.	Amount	
		ZIP ASPHALT 422FT:G-V ROAD		2015-53	11/10/2015	160021		1,500.00
001	OFFICE DEPOT, 1104 Account Number 001-021-559 001-021-559 001-021-559 001-021-559 001-021-559 001-021-559	160332	11/17/2015	11/12/2015			129.38	
		Description		Invoice #	Date	P.O.	Amount	
		WHITE INDEX 8.5X11		8014830641	10/21/2015	160081		6.63
		AA BATTERY 8PK		8014830641	10/21/2015	160081		8.99
		POST-IT 140CT		8014830641	10/21/2015	160081		3.43
		HP 74/75 COMBO COLOR INK		8014830641	10/21/2015	160081		33.99
		BROTHER TN660 CARTRIDGE		8014830641	10/21/2015	160081		50.99
		BROWN LETTER FILE POCKET (3)		8014830641	10/21/2015	160081		25.35
001	PASCAGOULA TIRE & SERVICE Account Number 001-161-638 001-100-638	160334	11/17/2015	11/12/2015			1,034.40	
		Description		Invoice #	Date	P.O.	Amount	
		SET TRANSFORCE HT OWL: #S48		66050	10/30/2015	160065		548.88
		SET FS FIREHAWK GTZ: U#33		66226	11/02/2015	160080		485.52
001	AIRGAS SOUTH Account Number 001-170-634	160335	11/17/2015	11/12/2015			21.42	
		Description		Invoice #	Date	P.O.	Amount	
		CD FG10 CARBON DIOXIDE 10LB		9044864786	10/27/2015	151334		21.42
001	COMM-TECH SOLUTIONS INC Account Number 001-100-799 001-090-698	160337	11/17/2015	11/12/2015			1,793.99	
		Description		Invoice #	Date	P.O.	Amount	
		32" LED MONITOR MOUNT/INSTALL		15219	11/07/2015	160026		1,021.99
		INSTALL/LABOR MEDIA CABLE		15209	10/30/2015	160022		772.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IDVILLE	160338	11/17/2015	11/12/2015			156.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BADGE HOLDER (200)		2959523	10/29/2015	160113		98.00
	001-100-559	STRAP CLIP CLEAR (200)		2959523	10/29/2015	160113		48.00
	001-100-559	SHIPPING		2959523	10/29/2015	160113		10.50
001	SECURE NETWORKS LLC	160339	11/17/2015	11/12/2015			5,334.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-704	DELL OPTIPLEX 3020 (2)		2573	10/29/2015	160059		1,554.00
	001-010-500	MS OFFICE 2016 (2)		2573	10/29/2015	160059		500.00
	001-010-500	SHIPPING		2573	10/29/2015	160059		25.00
	001-100-799	DELL LATITUDE 11		2578	11/02/2015	160027		448.00
	001-100-799	MS WORD PUBLISHER 2013		2578	11/02/2015	160027		119.00
	001-100-799	SHIPPING		2578	11/02/2015	160027		15.00
	001-100-639	MS WINDOWS 7 PRO UPGRADE(4)		2574	11/02/2015	151200		1,400.00
	001-022-704	ADOBE ACROBAT 2015		2576	11/02/2015	160118		710.00
	001-022-704	DELL E-PORT CHARGER DOCK		2575	11/02/2015	160106		207.00
	001-022-704	DELL CRT MONITOR STAND		2575	11/02/2015	160106		104.00
	001-022-704	VIEWSONIC 24" LED MONITOR		2575	11/02/2015	160106		199.00
	001-022-704	DELL USB KEYBOARD		2575	11/02/2015	160106		19.00
	001-022-704	DELL USB OPTICAL MOUSE		2575	11/02/2015	160106		19.00
	001-022-704	SHIPPING		2575	11/02/2015	160106		15.00
001	ROUND ISLAND DIVERS	160341	11/17/2015	11/12/2015			159.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	EVERFLEX TROPICAL WETSUIT		2901000492	11/02/2015	160082		159.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	160342	11/17/2015	11/12/2015			2,811.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	BX/100 LEGAL FILE FLDR (5)		3282065508	10/27/2015	160102		183.45
	001-010-500	BX/1400 AVERY LABELS 5162		3282065508	10/27/2015	160102		21.16
	001-100-500	CROSS BALLPOINT PEN REFILL		3282278636	10/30/2015	160114		7.69
	001-100-500	12PK PERFORATED WRITING PAD		3282278636	10/30/2015	160114		4.32
	001-100-500	HP 920XL INK CARTRIDGE (2)		3282278636	10/30/2015	160114		58.14
	001-100-500	HP 05A TONER CARTRIDGE		3282278636	10/30/2015	160114		73.17
	001-090-500	BX/100 LEGAL FILE FLDR (3)		3282588896	10/31/2015	160121		43.62
	001-090-500	12PK SHARPIE FINE POINT(2)		3282588896	10/31/2015	160121		12.98
	001-090-500	5PK POST-IT NOTES 4X6 (2)		3282588896	10/31/2015	160121		26.88
	001-090-500	BX/100 LEGAL FILE FLDR (8)		3282588896	10/31/2015	160121		116.32
	001-040-500	BROTHER TN450 CARTRIDGE (2)		3282588920	10/31/2015	160120		95.68
	001-161-500	LABEL TAPE (2)		3282142034	10/28/2015	160105		31.16
	001-022-704	EPSON VS230 3LCD PROJECTOR		3282142032	10/28/2015	160093		359.99
	001-040-500	CS COPY PAPER 8.5X11		3281008311	10/15/2015	160058		339.90
	001-040-500	RUBBER BANDS 1LB BAG		3281008311	10/15/2015	160058		3.46
	001-040-500	HP950XL/951 INK CARTRIDGE		3281008311	10/15/2015	160058		96.99
	001-040-500	HP950XL/951XL INK CARTRIDGE		3281008311	10/15/2015	160058		142.49
	001-040-500	POST-IT FLAGS 248PK		3281008311	10/15/2015	160058		10.34
	001-040-500	PARCHMENT CERTIFICATE PAPER		3281008311	10/15/2015	160058		23.98
	001-040-500	100PK CALCULATOR ROLLS		3281008311	10/15/2015	160058		44.71
	001-040-500	10X13 EXPANDABLE ENVELOPES		3281647731	10/23/2015	160058		68.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	160342	11/17/2015	11/12/2015			2,811.01	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-500	RUBBER BANDS 1LB BAG	3281008307	10/15/2015	160057		1.73	
	001-010-500	2PK DAB N SEAL MOISTENERS	3281008307	10/15/2015	160057		5.97	
	001-010-500	POST-IT POP UP NOTES 12PK	3281008307	10/15/2015	160057		11.67	
	001-010-500	BIC WHITE OUT TAPE 10PK	3281008307	10/15/2015	160057		12.42	
	001-010-500	CS COPY PAPER 8.5X11	3281008307	10/15/2015	160057		169.95	
	001-040-500	DZ GEL PENS MED POINT	3281008307	10/15/2015	160057		11.93	
	001-040-500	STAPLES FILE ORGANIZER	3281008307	10/15/2015	160057		7.28	
	001-040-500	ORGNZR TRIPLE TRAY	3281008310	10/15/2015	160057		26.19	
	001-040-500	COSCO STAMPER PRE-INKED (4)	3282065507	10/27/2015	160057		157.40	
	001-040-500	COSCO STAMPER PRE-INKED	3282065505	10/27/2015	160057		39.35	
	001-040-500	VRT FILE CABINET LEGAL	3281008303	10/15/2015	160057		295.99	
	001-022-500	AVERY LABELS 3000PK	3282142031	10/28/2015	160092		20.60	
	001-022-500	STAPLES LABELS 100PK	3282142031	10/28/2015	160092		16.29	
	001-022-500	HD EXPAND FOLDER 12PK	3282142031	10/28/2015	160092		11.73	
	001-022-500	2016 MONTHLY APPT PLANNER	3282142031	10/28/2015	160092		4.87	
	001-022-500	HP 950XL/951 4PK (2)	3282142031	10/28/2015	160092		194.98	
	001-022-500	2016 MONTHLY PLANNER	3282142031	10/28/2015	160092		10.29	
	001-022-500	2PK DAB N SEAL MOSITENERS	3282142031	10/28/2015	160092		5.97	
	001-022-500	DYMO LABEL TAG	3282142031	10/28/2015	160092		8.49	
	001-022-500	POST-IT-NOTES	3282142031	10/28/2015	160092		3.85	
	001-022-500	DZ UNI-BALL PENS	3282142031	10/28/2015	160092		5.42	
	001-161-500	LABEL TAPE	3282142031	10/28/2015	160094		15.58	
	001-161-500	2016 CALENDAR REFILL	3282142031	10/28/2015	160094		7.64	
001	SPORTABOUT	160345	11/17/2015	11/12/2015			836.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	COACH JERSEYS SM - XL (8)	3160	09/16/2015	160053		126.00	
	001-170-502	COACH JERSEYS 2XL & 3XL (4)	3160	09/16/2015	160053		67.00	
	001-170-502	CHEER TOPS W/LOGO (59)	3168	09/18/2015	160054		236.00	
	001-170-502	FLAG JERSEYS W/LOGO & NO (27)	3176	09/21/2015	151314		243.00	
	001-170-502	FLAG DRI-FIT SHORTS (27)	3176	09/21/2015	151314		164.70	
001	144TH MARKETING GROUP,LLC	160346	11/17/2015	11/12/2015			9,525.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	RAPTOR RP1 BAND ANTENNA (5)	15485	11/09/2015	160028		9,425.00	
	001-100-799	SHIPPING	15485	11/09/2015	160028		100.00	
001	ALLEN'S TIRE	160348	11/17/2015	11/12/2015			167.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	FLAT REPAIR: PATCH #G43026	11052015	10/01/2015	151329		25.00	
	001-100-638	FLAT REPAIR: PATCH U#32	20150511	10/01/2015	160009		25.00	
	001-100-638	FLAT REPAIR: PATCH U#43 (2)	20150511	10/01/2015	160009		50.00	
	001-100-638	LABOR: U#43	20150511	10/01/2015	160009		20.00	
	001-100-638	FLAT REPAIR: PATCH U#10	20150511	10/01/2015	160009		25.00	
	001-100-638	LUG NUT: U#10 (5)	20150511	10/01/2015	160009		12.50	
	001-100-638	LUG NUT REMV: U#10 (5)	20150511	10/01/2015	160009		10.00	
001	DONNA W FOX	160349	11/17/2015	11/12/2015			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	NECI LEGAL LIABILITY: STEWARD	15-154	11/04/2015	160165		150.00	
	001-100-681	NECI LEGAL LIABILITY: DENNIS	15-154	11/04/2015			150.00	

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
FUND TOTAL	1 Claims	to	Checks	59 Total	109,125.56	Manual	Held	Total 109,125.56

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	POSITIVE PROMOTIONS	160343	11/17/2015	11/12/2015			704.05	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	160-161-799		JR FIREFIGHTER HELMET (1000)	05373946	11/03/2015	160068	610.00	
	160-161-799		SET UP FEE	05373946	11/03/2015	160068	30.00	
	160-161-799		SHIPPING	05373946	11/03/2015	160068	64.05	
FUND TOTAL 160	Claims	to	Checks	1 Total	704.05 Manual	Held	Total	704.05

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
171	LOWE'S HOME CENTER'S, INC. Account Number 171-021-779	160227	11/17/2015	11/03/2015			969.30		
	Description PAINT SUPPLIES:SR BLDG/C PARK			Invoice # 902686	Date 10/23/2015	P.O.	Amount	969.30	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-021-779	160314	11/17/2015	11/12/2015			5,877.66		
	Description CONCEPT PLAN/PRE ENGINEERING			Invoice # 21112	Date 10/28/2015	P.O.	Amount	5,877.66	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-170-778	160315	11/17/2015	11/12/2015			1,250.00		
	Description SEDIMENT ANALYSIS			Invoice # 21113	Date 10/28/2015	P.O.	Amount	1,250.00	
171	PUCKETT MACHINERY COMPANY Account Number 171-176-779	160325	11/17/2015	11/12/2015			850.00		
	Description ARTICULATING BOOM 4X4			Invoice # 5178870001	Date 10/27/2015	P.O. 160087	Amount	350.00	
	171-176-779			5178870001	10/27/2015	160087		125.00	
	171-176-779			5178870001	10/27/2015	160087		125.00	
	171-176-779			5178870001	10/27/2015	160087		6.00	
	171-176-779			5178870001	10/27/2015	160087		80.00	
	171-176-779			5178870001	10/27/2015	160087		80.00	
	171-176-779			5178870001	10/27/2015	160087		84.00	
171	SHERWIN-WILLIAMS Account Number 171-021-779	160327	11/17/2015	11/12/2015			4,066.30		
	Description PAINT (102):SR BLDG/C PARK			Invoice # 8016-0	Date 10/23/2015	P.O. 160085	Amount	4,066.30	
FUND TOTAL	171 Claims	to	Checks	5 Total	13,013.26	Manual	Held	Total	13,013.26

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS, INC.	160223	11/17/2015	11/03/2015			268.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	REAR BRAKE PADS, TRANS FILTER		41079	10/05/2015			97.77
	176-170-638	FRONT BRAKE PADS		41080	10/16/2015			87.96
	176-170-638	FILTER, VALVES, ROTATOR		41081	10/23/2015			82.36
176	STEINER SAW & MOWER	160226	11/17/2015	11/03/2015			206.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	CARB, GREASE TUBES (2)		979858	10/05/2015			79.00
	176-170-639	BULBS (2), FS BUMPS (4)		979859	10/05/2015			54.00
	176-170-639	BLADE BOLTS (9)		979875	10/12/2015			54.00
	176-170-639	GASKETS (2), AIR FILTER		979894	10/21/2015			19.00
176	LOWE'S HOME CENTER'S, INC.	160229	11/17/2015	11/03/2015			307.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CLEANING SUPPLIES		910944	10/09/2015			18.51
	176-170-635	REPAIR WATER HEATER		902006	10/20/2015			18.54
	176-170-513	SUPPLIES:HAUNTED TRAILS		909815	10/21/2015			220.49
	176-170-513	SUPPLIES:HAUNTED TRAILS		909143	10/22/2015			58.32
	176-170-559	TOOLS, CARGO TOOL BAG		910881	10/23/2015			229.29
	176-170-519	UNAPPLIED CREDITS		10232015	10/23/2015			-238.03
176	O'REILLY AUTO PARTS	160238	11/17/2015	11/04/2015			57.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	TAPE (3), SPLICE, FUSE HLD (3)		1978395005	10/07/2015			22.29
	176-170-639	CAP SCREW (12)		1978396645	10/20/2015			12.96
	176-170-639	PUSH BUTTON		1978396786	10/21/2015			9.99
	176-170-639	TIRE GAUGE, LUBRICANT		1978396869	10/22/2015			12.45
176	C SPIRE WIRELESS	160295	11/17/2015	11/12/2015			61.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	10/31/2015			61.94
176	CREDIT CARD CENTER	160299	11/17/2015	11/12/2015			861.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-513	ASST GLOW NOVELTIES (550)		200155	10/15/2015			339.38
	176-170-513	H TRAILS:MISC SUPPLIES/DECOR		524004	10/22/2015			72.09
	176-170-513	H TRAILS:ADVERTISING		991444	10/23/2015			450.00
176	FUELMAN OF MS	160306	11/17/2015	11/12/2015			74.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP45813904	11/02/2015			74.72
176	FUELMAN OF MS	160308	11/17/2015	11/12/2015			55.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP45875306	11/09/2015			55.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER E.P.A.	160316	11/17/2015	11/12/2015			1,873.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	10152015	10/28/2015			1,517.34
	176-170-631	HOUSE	76855002	10152015	10/28/2015			355.74
176	REYNOLDS WHOLESALE CO.	160323	11/17/2015	11/12/2015			153.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	1GAL LIQUID HAND SOAP		48231	10/23/2015	160090		10.95
	176-170-559	CS BROWN MULTIFOLD TOWEL		48231	10/23/2015	160090		19.95
	176-170-559	CS/12 BROWN ROLL TOWEL 8"		48231	10/23/2015	160090		23.95
	176-170-559	CS JUMBO JR TISSUE		48231	10/23/2015	160090		25.50
	176-170-559	CS VB JUMBO TISSUE		48231	10/23/2015	160090		29.50
	176-170-559	CS/100 38X58 CAN LINER		48231	10/23/2015	160090		32.95
	176-170-559	1GAL SPARTAN NABC CLEANER		48231	10/23/2015	160090		10.95
176	SOUTHERN PIPE & SUPPLY	160330	11/17/2015	11/12/2015			336.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	SLOW CLOSE PUSH FAUCET (3)		9137342-00	10/29/2015	160107		336.18
176	RIVIERA FINANCE OF TEXAS INC	160336	11/17/2015	11/12/2015			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	TIRE TUBE INSTALL: TRACTOR		69516	11/02/2015	160117		510.00
FUND TOTAL 176 Claims to		Checks	12 Total	4,765.39 Manual		Held	Total	4,765.39

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE	160213	11/17/2015	10/30/2015			78.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	OCT 2015: #107663106		10162015	10/23/2015			78.77
400	MICRO METHODS INC	160214	11/17/2015	10/30/2015			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	COLOR SAMPLES (3)		1510477186	10/28/2015			45.00
	400-651-667	COLOR SAMPLES (3)		1511022186	11/10/2015			45.00
400	CLEARWATER SOLUTIONS LLC	160219	11/17/2015	11/02/2015			222,740.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2015 OPERATION FEE		GAUTIER035	11/01/2015			183,975.00
	400-650-672	PRORATED BACK PMT: FEE INC		GAUTIER035	11/01/2015			38,765.75
400	DELTA COMPUTER SYSTEMS INC	160220	11/17/2015	11/02/2015			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN112708	10/15/2015			300.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN112708	10/15/2015			60.00
400	JACKSON COUNTY UTILITY AUTHORITY	160221	11/17/2015	11/02/2015			177,677.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	NOV 2015 TREATMENT CHGS		61941	11/01/2015			168,775.00
	400-651-668	FY 2014 ACTUAL FLOW ADJ		61941	11/01/2015			8,902.00
400	LOWE'S HOME CENTER'S, INC.	160228	11/17/2015	11/03/2015			108.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-586	PANEL CEILING TILES 16-PK		902997	10/05/2015			92.95
	400-651-581	PARTS:HONDURAS WELL		914785	10/20/2015			15.23
400	WASTE MANAGEMENT OF MS-GLF COAST INC	160268	11/17/2015	11/06/2015			2,272.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		0629624	11/01/2015			2,272.17
400	MALLETTE BROTHERS CONSTRUCTION, INC	160270	11/17/2015	11/06/2015			126.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	4.21 TN A-BASE LIMESTONE		18494	11/04/2015			126.30
400	IRBY'S ANSWERING SERVICE	160272	11/17/2015	11/09/2015			281.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 11/4/2015-12/1/2015		277-110415	11/04/2015			281.50
400	CREDIT CARD CENTER	160300	11/17/2015	11/12/2015			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	60 BALES HAY		10202015	10/20/2015			270.00
400	SINGING RIVER E.P.A.	160317	11/17/2015	11/12/2015			3,135.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		10152015	10/28/2015			205.13
	400-651-631	LIFT STNS 17884		10152015	10/28/2015			1,584.50
	400-651-631	LIFT STNS 17883		10152015	10/28/2015			1,345.50

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
400	C & M ELECTRIC MOTOR SERVICE, INC.	160333	11/17/2015	11/12/2015			2,895.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-584	40HP SUB PUMP: NELSON LS #8		11721	10/28/2015	160116		2,895.00	
400	SECURE NETWORKS LLC	160340	11/17/2015	11/12/2015			508.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-500	ADOBE ACROBAT PRO: DARLENE		2577	11/02/2015	160108		508.00	
400	VELLANO BROS., INC	160344	11/17/2015	11/12/2015			17,367.50		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-583	HYDRANT MH129-5NST36L (10)		S20448701	10/22/2015	160047		12,391.00	
	400-651-583	GATE VALVE (10)		S20448701	10/22/2015	160047		3,937.60	
	400-651-583	6"X12" ANCHOR PIPE (10)		S20448701	10/22/2015	160047		886.70	
	400-651-583	6" MJ GASKET/BOLT KIT (20)		S20448701	10/22/2015	160047		152.20	
400	THE GULF COMPANIES INC	160347	11/17/2015	11/12/2015			352.59		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-583	FIBERGLASS STAKES (12)		2336	09/02/2015	151319		330.36	
	400-651-583	FREIGHT		2336	09/02/2015	151319		22.23	
FUND TOTAL 400 Claims		to	Checks	15 Total	428,262.89	Manual	Held	Total	428,262.89

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	160234	11/17/2015	11/04/2015			81,764.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	OCT 2015 RES GARBAGE SERV		0000674517	10/31/2015		78,953.03	
	404-677-693	OCT 2015 RES CART RENTAL		0000674517	10/31/2015		2,617.01	
	404-677-693	OCT 2015 COM CART RENTAL		0000674517	10/31/2015		194.68	
404	APPLEWHITE IND	160267	11/17/2015	11/06/2015			234.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	OCT 2015 112 @ 2.00		2461	10/31/2015		224.00	
	404-677-695	16" TIRE (1)		2461	10/31/2015		10.00	
FUND TOTAL 404 Claims	to	Checks	2 Total	81,998.72	Manual	Held	Total	81,998.72

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	TYLER TECHNOLOGIES, INC Account Number 421-652-704	160318	11/17/2015	11/12/2015			125.00	
		Description INITIAL STATUS CALL		Invoice # 025-139372	Date 10/31/2015	P.O.	Amount	125.00
FUND TOTAL	421 Claims	to	Checks	1 Total	125.00 Manual	Held	Total	125.00

Docket of Claims  
Release date from 11/17/2015 thru 11/17/2015

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## SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	59	Total	109,125.56	Manual	Held	Total	109,125.56
FUND 160	Claims	to	Checks	1	Total	704.05	Manual	Held	Total	704.05
FUND 171	Claims	to	Checks	5	Total	13,013.26	Manual	Held	Total	13,013.26
FUND 176	Claims	to	Checks	12	Total	4,765.39	Manual	Held	Total	4,765.39
FUND 400	Claims	to	Checks	15	Total	428,262.89	Manual	Held	Total	428,262.89
FUND 404	Claims	to	Checks	2	Total	81,998.72	Manual	Held	Total	81,998.72
FUND 421	Claims	to	Checks	1	Total	125.00	Manual	Held	Total	125.00
Total for all Funds			Checks	95	Total	637,994.87	Manual	Held	Total	637,994.87

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

**ORDER NUMBER 225-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the compensation adjustment to the Building and Code Inspector position from Grade 12 Step 2 to a Grade 12 Step 5 due to increase in the scope of responsibilities are hereby authorized.

This salaried position is willing to develop and maintain both websites, and also develop and maintain a Gautier mobile app, primarily during free time. Inspections and code enforcement will continue to be primary job responsibilities. This would fall under "other duties as required".

**IT IS FURTHER ORDERED** that the pay changes will go into effect the 1<sup>st</sup> pay period in December 2015.

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

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

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

**NAYS:**        **Casey Vaughan**

\_\_\_\_\_  
**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 17, 2015.

**CITY OF GAUTIER**  
**CITY MANAGER MEMORANDUM**

**To:** Honorable Mayor and Council  
**From:** Samantha D. Abell, City Manager  
**Date:** November 16, 2015  
**Subject:** Authorization for step compensation to allow website development and maintenance “in-house” within other duties assigned to a full-time salaried position

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**REQUEST:**

Approval for a compensation adjustment to the Building and Code Inspector position for the purposes of building and maintaining a new official city website, integrating and maintaining the Shepard Park website/web pages, and developing and maintaining a Gautier mobile app for real-time alerts.

**BACKGROUND:**

A city website provides critical information to citizens and also serves as an essential advertisement tool for economic development. Gautier’s existing website is outdated and options are severely limited due to the website’s software applications. The city does not currently employ an IT specialist or website developer, due to attrition and budget constraints since 2011. Instead, the city contracts with two separate companies to maintain the city website and Shepard State Park website. The two maintenance contracts stipulate 2 hours of service per month plus additional fees, with the majority of day-to-day updates and maintenance performed by the city clerk’s office. The city has no mobile app for emergency and community notices presently.

The city clerk’s office advertised for proposals for a new website and received proposals last summer. The clerk’s office proceeded to coordinate with companies to develop and revise “mock” websites over the course of several months. Unexpectedly, the city’s building and code

inspector heard considerations about ongoing maintenance and approached the city clerk to offer his skills as an experienced website developer. This salaried position is willing to develop and maintain both websites, and also develop and maintain a Gautier mobile app, primarily during free time. Inspections and code enforcement will continue to be primary job responsibilities. This would fall under “other duties as required”.

**DISCUSSION:**

September 18<sup>th</sup>, the city council received a city manager brief summarizing this proposal, costs and savings, and asking for input before proceeding.

October 12<sup>th</sup>, the city council received two mock websites and were polled on preference.

November 17<sup>th</sup>, the city manager requests approval of step adjustment for the inspector to commence website information transfer. The city will send notices to existing web companies of intent to cancel service in 60 days, and also inform companies who’ve developed proposals for consideration. To shorten the timeframe for website development, the inspector has already spent significant time preparing for information transfer, and developing webpages.

A cross-disciplinary approach to city services is critical with an austere budget. This requires employees and supervisors who have a willingness to tackle more responsibilities, and who can adeptly manage cross-disciplinary demands and expectations. Given the opportunity for improved service, the city manager requests approval.

**FINANCIAL IMPACT:**

The building and code inspector is a grade 12, and will be adjusted from a step 2 to a step 5, upon council approval. This is still in the low range for a building and code inspector.

Existing expenditures:

Dancel = \$250/month for 2 hours of maintenance per month

Ad2Inc. = \$140/month plus a new rate increase

New website budgeted at \$10,000

Proposed:

For an approximate \$7,000 per year increase in salary, the inspector will build and maintain the city's website, and also improve and maintain the Shepard State Park website, and create and maintain a Gautier App for real time alerts, and also provide all passwords to the city clerk's department. The total increase in salary for the building and code inspector is still less than \$40,000. Prior to attrition in recent years, this position was funded at \$42,900.

**RECOMMENDATION:**

The City Manager recommends council approval of this request to adjust the building and code inspector from a step 12 grade 2 to a grade 5.

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

**ORDER NUMBER 226-2015**

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

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

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

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

**NAYS:**        **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2015.

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

**ORDER NUMBER 227-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of the donation in the amount \$223.14 from Fred's Super Dollar Store for the Gautier Fire Department is hereby authorized.

**IT IS FURTHER ORDERED** that this donation from the Fred's Super Dollar Store is in the best interest of the City of Gautier.

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

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

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

**NAYS:**           **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2015.



4300 New Getwell Rd  
Memphis, TN 38118  
www.fredsinc.com

October 30<sup>th</sup>, 2015

Dear Local Heroes,

It is with great pleasure on behalf of **fred's** team members and customers we offer you this check. This donation represents only a small part of the appreciation we have for the time and energy you contribute to keeping our communities safe each and every day. The commitment you have shown over the years is tremendous and **fred's** appreciates the relationship we have with your organization.

**fred's** is donating a total chain wide of \$232,949.20 to local emergency teams across our regions from our annual "Hero Hat" Campaign in September.

You will be contacted soon by your local **fred's** store manager to arrange a picture opportunity in regards to this donation.

Visit our web site at [www.fredsinc.com](http://www.fredsinc.com) for a glance at the organizations such as yours that we value and support! Keep up the good work.

If you have any questions please contact your local **fred's** store directly.

Sincerely,

A handwritten signature in black ink, appearing to read "John Foley", written in a cursive style.

John Foley  
EVP Store Operations  
Fred's Inc.

Enclosure

GAUTIER FIRE DEPARTMENT, 3604 GAUTIER VANCELEAVE RD, GAUTIER MS 39553

(754545)

MEMO	INVOICE DATE	INVOICE NUMBER	AMOUNT	DISCOUNT	NET AMOUNT
754545 GAUTIER FIRE DEP	10/30/15	9/11 FUND	\$223.14	\$0.00	\$223.14
-----TOTALS:-----			-----\$223.14-----	-----\$0.00-----	-----\$223.14-----

For any remittance information changes or any questions on your invoice or payment status, please call the Fred's accounts payable phone line at 901-238-2725.

Fred's, Inc. • 4300 New Getwell Road • Memphis, TN 38118-0356

Detach at Perforation Before Depositing Check

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS BLUE AND BURGUNDY ARE PRESENT.



4300 New Getwell Rd.  
Memphis, TN 38118

Regions Bank  
Memphis, TN

87-261/843

CHECK NO.

291396

DATE

10/30/2015

PAY *Two Hundred Twenty Three and 14/100 Dollars*

TO THE ORDER OF  
GAUTIER FIRE DEPARTMENT  
3604 GAUTIER VANCELEAVE RD  
GAUTIER MS 39553  
(754545)

Amount

\$ \*\*\*\*\*223.14

*Michael J. Layer*

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

**ORDER NUMBER 228-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for October 2015 is hereby received.

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

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

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

**NAYS:**        **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 17, 2015.

City of Gautier  
Business Registry  
Oct-15

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
	509	Landscape Architect	\$20.00
	532	O' Bryant O Keefe Funeral Home	\$20.00
	42	Merchants & Marine Bank	\$30.00
	933	ECS Federal Inc	\$30.00
	20	First Federal Savings & Loan	\$20.00
	1283	Bernadette's Engagements	\$20.00
	50	Shanghai Resturant	\$35.00
	*****64	Wallace Apartments	\$24.20
	64	Wallace Apartments	\$20.00
	*****53	Sioux Bayou Arms LLC	\$22.00
	1239	Wonder Nails & Spa LLC	\$30.00
	88	Barbara Harvey Attorney	\$20.00
	****1164	Closed Business	closed
	****783	Closed Business	closed
	73	Kwik Kar Wash	\$20.00
	100	Martin Bluff Grocery	\$52.50
	*****1172	Duo Dance Event Center	\$22.00
	132	Tom Terrific Lawn & Garden	\$20.00
	106	Mississippi Mini Warehouses	\$20.00
	86	Goodwill Industry of South Ms	\$20.00
	126	Sweet Tooth Bakery	\$20.00
	91	Isle of Pines Trailer Park	\$20.00
	1287	Ronnie Thrift Shop	\$20.00
	61	MHC TT Membership , LP	\$150.00
	803	Jackson Realty & Builders Inc	\$20.00
	*1337	World Construction Inc	\$20.00
	*****1107	SCB Enterprises LLC	\$24.00
	1107	SCB Enterprises LLC	\$22.00
	66	1st Stop Conoco	\$40.00
	121	Bobbie Sirin CPA	\$20.00
	122	Bobbie Sirin CPA	\$20.00
	****794	Closed Business	Closed Business
	****874	Closed Business	Closed Business
	****1182	Closed Business	Closed Business
	52	Singing River Grocery	\$40.00
	53	Sioux Bayou Arms LLC	\$20.00
	*1338	Slait Consulting	\$20.00
	*****1011	DRM Homes LLC	\$22.00
	*1339	L. Henry LLC	\$20.00
	1244	Macnarb Gaming	\$20.00
	*****1103	C & S Coast Cleaning	\$24.20
	1103	C & S Coast Cleaning	\$20.00
	54	Spa & Tub Manufacturing	\$32.50
	1240	Expert Jewelry Repair	\$20.00
	1242	The Homework Station	\$20.00
	101	Martin Bluff Storage LLC	\$20.00
	79	Coldwell Banker United Realtor	\$30.00
	1022	Michael Martin Plumbing Contractors	\$20.00
	****1202	Closed Business	Closed Business
		Snapper Landing Sports Bar	Closed Business
		<b>Total</b>	<b>\$1,150.40</b>
	*	New Business	3
	**	Slot Amusement	0
	***	Due Refund	0
	****	Transient Vendor	0
	*****	Closed Business	6
	*****	Delinquent Renewals Issued	6

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

**ORDER NUMBER 229-2015**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held November 3, 2015 are hereby approved.

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

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

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

**NAYS:**           **None**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2015.

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**Councilman Vaughan** made the motion to close City Hall from 11:00 am to 1:00pm Friday, December 11<sup>th</sup> for the Employee Christmas Party. **Councilman Colledge** seconded the motion and the vote unanimously carried.

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**Councilwoman Martin** made the motion to adjourn the meeting until December 1, 2015 at 6:30 p.m. **Councilman Vaughan** seconded the motion and the vote carried unanimously.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**