

**Tuesday  
November 1, 2016  
Gautier, Mississippi**

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 1, 2016 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

**Those present were Mayor Gordon Gollott, Council Members, Mary Martin, Johnny Jones, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; and Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Hurley Ray Guillotte.**

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
November 1, 2016 @ 6:30 PM**

**I. Call to Order**

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

**II. Agenda Order Approval**

**III. Announcements**

- 1. US Highway 90 Multi-Use Path Study public meeting scheduled for Wednesday, November 2<sup>nd</sup> at the Gautier Convention Center from 5:00PM – 7:00PM.**
- 2. Office closed November 11<sup>th</sup> in observance of Armistice Day (Veterans' Day).**
- 3. Glow Run/Walk 4<sup>th</sup> Annual 5K Fun/Walk Saturday, November 12<sup>th</sup> at Mississippi Gulf Coast Community College (Gautier Campus) from 3:00PM – 5:00PM.**
- 4. 19<sup>th</sup> Annual Gautier Rotary Christmas Parade Saturday, December 3<sup>rd</sup> at 11:00AM.**

**IV. Presentation Agenda**

- 1. Brownfields project update by Jymalyn Redmond and Crystal Shureet with Goodwyn, Mills and Cawood.**

**V. Public Agenda**

1. **Agenda Comments**

**VI. Business Agenda**

1. **Order approving Compensatory Time Policy.**
2. **Order authorizing a professional services agreement with Compton Engineering for the City Park Boat Launch Improvements.**
3. **Order approving Paid Docket of Claims for Twin L Construction for the Schoolhouse Stabilization Grant in the amount of \$78,825.00.**
4. **Order approving Docket of Claims.**

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

1. **Order approving a Memorandum of Understanding with Columbia Southern University.**
2. **Order approving water and sewer adjustments dated October 21, 2016 in the amount of \$2,126.34.**
3. **Order approving minutes from Regular Council Meeting held October 4, 2016 and Recessed Council Meeting held October 18, 2016.**

**STUDY AGENDA**

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

**Recess until November 15, 2016 at 6:30 PM**  
**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

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**Councilman Vaughan** made the motion to approve the agenda order.

**Councilwoman Martin** seconded the motion and it carried unanimously. Councilman Guillotte was absent.

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**Announcements:**

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- 

**Presentation:**

1. Brownfields project update by Jymalyn Redmond and Crystal Shureet with Goodwyn, Mills and Cawood.
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# US HIGHWAY 90 MULTI-USE PATH STUDY

## Jackson County, MS

**Project Limits** | Ocean Springs to Gautier

**Project Schedule** | Currently in the design phase. Anticipate construction in FY 2020/2021 if funding is identified for the project.

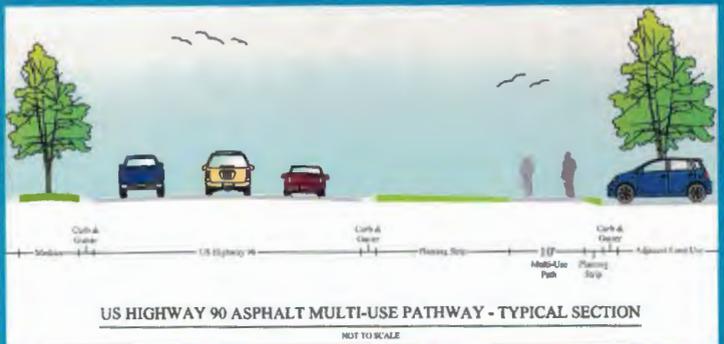
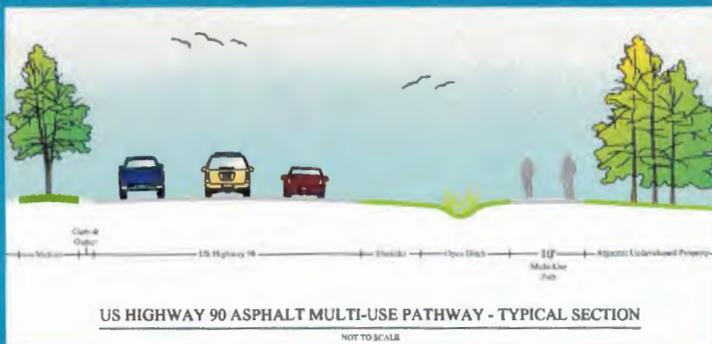
### Project Description

- The existing 4-lane US Highway 90 is planned to be widened to 6 lanes as part of an MDOT roadway project. The proposed widening will primarily be done within the existing right-of-way.
- Jackson County has initiated a study with Neel-Schaffer to evaluate including a 10 ft. multi-use path within the existing right-of-way.
- The multi-use path would connect to the existing path in Gautier at City Hall and is proposed to extend 8.5 miles west to Bechtel Boulevard in Ocean Springs. The path is proposed on both sides of US Highway 90 between Hanshaw Road and Bechtel Boulevard (approximately 3 miles) using a combination of existing frontage roads and new multi-use path. The path would primarily be asphalt.
- Future connections to the path are proposed at: State Trust Land near Bechtel Boulevard and Halstead Road, Twelve Oaks at Hanley Road, Greyhound Stadium, Gulf Islands National Seashore Parkway, Vietnam Veterans Memorial pathway, Ocean Springs Middle School along Hanshaw Road, Ocean Springs Sports Complex, Ocean Springs High School along Hwy 57, Jackson County Soccer Complex, and the existing Gautier multi-use path in front of City Hall.
- Jackson County is coordinating their efforts with the Gulf Regional Planning Commission, MDOT, Gautier and Ocean Springs.



### Public Meetings

- Public meetings are scheduled for November 2 at the Gautier Community Center and November 3 at the Ocean Springs Civic Center. Both meetings are scheduled from 5:00PM -7:00 PM.
- Public meetings will be an Open House format where citizens can attend and browse through the concept plans, provide written comments and ask questions about the proposed project.
- Comments obtained from the public meetings will be used to improve the proposed design concepts and will be submitted to MDOT.



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

WHEREAS, the Legislature has designated the eleventh day of November as the day for the observance of ARMISTICE DAY (VETERANS' DAY), and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

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

**FRIDAY, NOVEMBER 11, 2016**

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 3<sup>rd</sup> day of October, 2016.



*C. Delbert Hosemann, Jr.*  
C. DELBERT HOSEMANN, JR.  
SECRETARY OF STATE  
STATE OF MISSISSIPPI



# **Glow Run/Walk**

## **4th Annual 5K Fun Run/Walk**

### **November 12, 2016**

**Fundraiser for the  
Sean M Cooley Citizen Soldier Nursing  
Scholarship, Inc.**

**Registration starts at 3:00pm**

**Run starts at 5:00pm**

**Gautier campus of Mississippi Gulf Coast  
Community College  
Gautier, MS**

**Entry fee:**

**Repeat Runner or MGCCC Student \$25**

**Early Bird before October 12th \$30**

**After October 12th \$35**

**12 or younger \$15**

**More information can be found on our website  
[www.seancooleynursingscholarship.com/current-5k.html](http://www.seancooleynursingscholarship.com/current-5k.html)  
or join us on Facebook**

**The Sean M Cooley Citizen Soldier Nursing Scholarship Inc**



## 19<sup>th</sup> ANNUAL GAUTIER ROTARY CHRISTMAS PARADE

December 3, 2016 at 11:00 a.m. (Always the 1<sup>st</sup> Saturday in December!)  
This is No Entry Fee, Just Fill out the Application and Send it in! ☺

*Annual Christmas Parade is organized by the Rotary Club of Gautier*

**Name of Group** \_\_\_\_\_

Have you had an entry in our parade in the past? Yes / No. If so what year? \_\_\_\_\_

**Theme of your Entry** \_\_\_\_\_

**Type of Entry:**

Float / Car / Pick-up Truck / Marching Group / Dance Group / Riding or driving Group –  
are you a car, motorcycle, Horse Group or other type of group? (please circle)

Other \_\_\_\_\_

**Number of Participants in Group:** \_\_\_\_\_ **Space Needed:** \_\_\_\_\_ ft

**Contact Person (s)** \_\_\_\_\_

**Cell Person(s)** (\_\_\_\_\_) \_\_\_\_\_ **Other Phone** (\_\_\_\_\_) \_\_\_\_\_

**Email** \_\_\_\_\_

Please fax this form As Soon As Possible To: 228-769-2483

Or E-Mail to: [williams@singingriver.com](mailto:williams@singingriver.com) ,  
[sandrasmithwalters@gmail.com](mailto:sandrasmithwalters@gmail.com) or  
[caseycvaughan@yahoo.com](mailto:caseycvaughan@yahoo.com)

If any questions, call:      Buck Williams      228-497-1313 ext. 2362  
   Sandra Walters      214-208-5121  
   Casey Vaughan      228-297-3063

- 1) Line up at MGCCC, east parking lot at 9:00 AM
- 2) Please no Santa's in float. Elves and Reindeers are welcome!
- 3) All candy welcome. Soft objects such as beads, cups, stuffed animals, etc are encouraged also. It takes about 2 cases of beads plus candy/ toys per person to make it through the route
- 4) No alcoholic beverages for parade participants. Drivers are to maintain safe speed and practice safety at all times.

*Service Above Self - Rotary International*



# **Rotary Club of Gautier**

**Service Above Self**



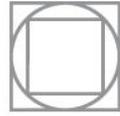
# **CHRISTMAS PARADE**

**Dec. 3rd, 2016**

**11:00 AM**

**NO ENTRY FEE**

*For info on riding in the parade call:  
228-497-1313 ext. 2362 or 214-208-5121  
or 228-297-3063*



GOODWYN | MILLS | CAWOOD

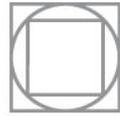
# City of Gautier Brownfields Assessment Grant



Goodwyn, Mills and Cawood

11 North Water Street, Suite 15250  
Mobile, Alabama 36602

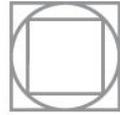




# Brownfield

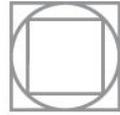
“an industrial or commercial site that is *idle* or *underused* because of real or perceived environmental pollution”





# Purpose

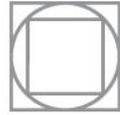
- Establish a listing of sites that are **ready for reuse** and development.
- Identify sites where there are **no environmental concerns** for the community or identify how a **problem site** can be cleaned up.
- **Supply funding** to assist willing property owners in the Gautier community.
- Meet requirements of lending institutions so that **loans can be made** to finance purchase or development. Lower liability concerns for prospective purchasers.
- **Support re-development** by helping clear environmental concerns for abandoned properties.



# Project Goals

- 1 - Generic Quality Assurance Plan
- 25 - Phase I Assessments
- 8 - Phase II Assessments
- 4 - Site Specific Quality Assurance Plans
- 4 - Analysis of Brownfield Cleanup Alternative Reports (ABCA)

**Project Deadline: September 31, 2017**

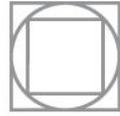


# Phase I Assessments

- Identify whether or not environmental concerns or Recognized Environmental Conditions (**RECs**) exist at properties.
- **Phase II** is recommended if any RECs exist.

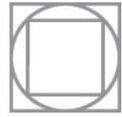
## Current Status

- **13 Phase I Assessments** have been Completed or are in progress.
- **5 Phase II Assessments** have been recommended from the completed Phase I Assessments.



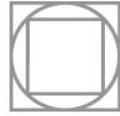
# Assessed Properties

- **Former NFL Hardware** Phase I noted in black
- **Pawn Shop next door to NFL Hardware** Phase II noted in red
- **Hallmark Plaza**
- **Isle of Pines Mobile Home Park**
- **Jerry Lee Former Fueling Station at Shamrock and Highway 90**
- **Former Mobil Fuel Station near Fire Station**
- **Former Quick Oil Change Near Fire Station**
- **Old Ice House on Allen Road**
- **Former Convenience Store at Ladnier and Graveline**
- **Former Off The Hook Restaurant at Shaw Drive and Hwy 90**
- **Lighthouse Mini Warehouse next to bowling alley**



# Phase I Environmental Assessments (13)



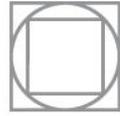


# Former NFL Hardware

- 2029 Highway 90
- Phase I
- Concern:  
Hazardous  
materials stored  
and potentially  
spilled



Ready for Reuse

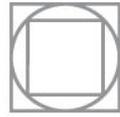


# Isle of Pines Mobile Home Park

- 1409 Highway 90
- Phase I
- Concern: Storm surge resulted in contamination



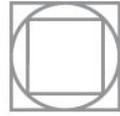
Ready for<sup>17</sup> Reuse



# Former Mobil Fuel Station

- 3600 Gautier Vancleave
- Next to fire station
- Phase I
- Concern: petroleum products

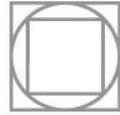




# Former Quick Oil Change

- 3600 Gautier  
Vancleave
- Next to fire  
station
- Phase I
- Concern:  
petroleum,  
heavy metals



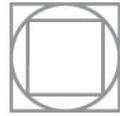


## Old Ice House

- 6101 Allen Road
- Phase I
- Concern:  
hazardous  
materials  
utilization at site



Ready for Reuse

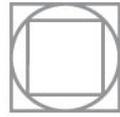


# Off the Hook Restaurant

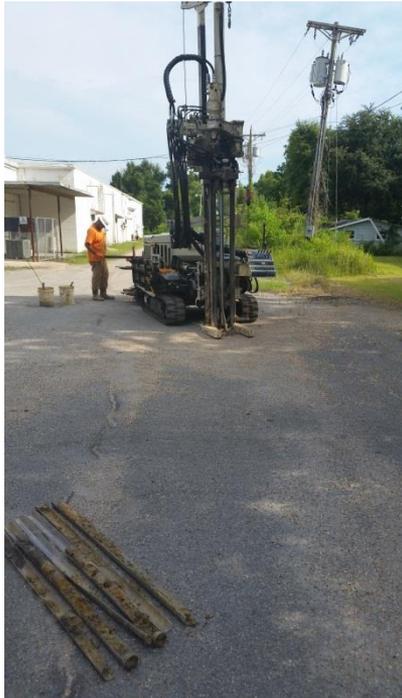
- 1115 Highway 90
- Phase I
- Concern: former use of hazardous materials nearby

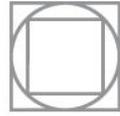


Ready for Reuse



# Phase II Environmental Assessments (5)



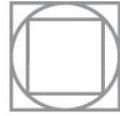


# Pawn Shop

- 2015 Highway 90
- Next to NFL hardware
- Phase I and II
- Former nursery  
concern: fertilizer & pesticides
- Analysis indicated no impact above screening levels



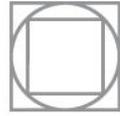
Ready for Reuse



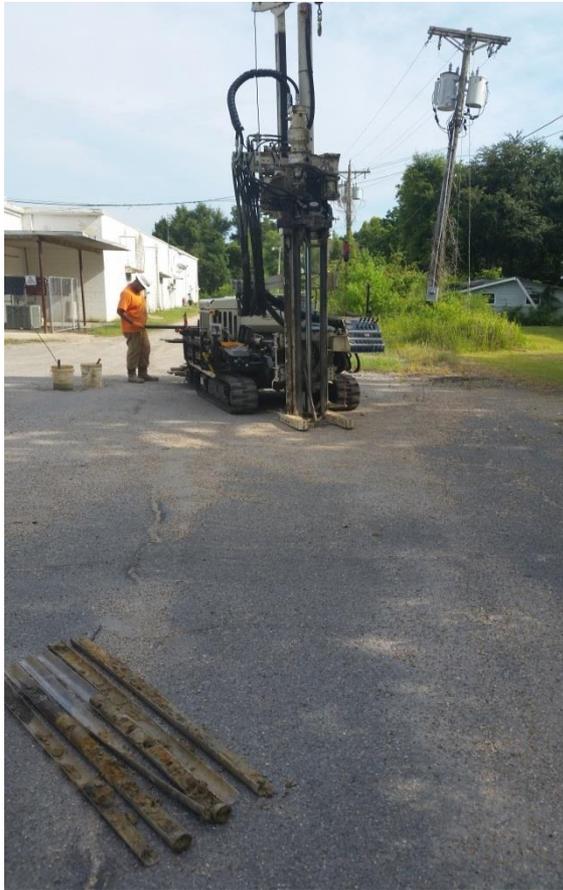
# Hallmark Plaza

- 1441 Highway 90
- Phase I and II
- Former print shop- concern: solvents
- Analysis indicates no impacts greater than screening levels

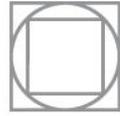




# Hallmark Plaza



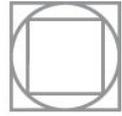
Ready for Reuse



# Former Convenience Store

- 2221 Graveline Road
- Phase I and II
- Concern: petroleum
- Analysis indicated no exceedance of screening levels

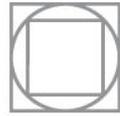




# Former Convenience Store



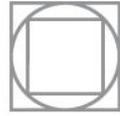
Ready for Reuse



# Jerry Lee Fueling Station

- Located at the corner of Shamrock Court & Hwy 90
- Phase I, Phase II, Tank Pull (~30k)
- Concern of petroleum

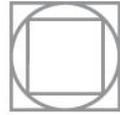




# Jerry Lee Fueling Station



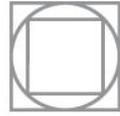
29  
Ready for Reuse



# Lighthouse Mini Warehouse

- 2965 Old Spanish Trail
- Phase I and II
- Auto body shop on property-  
concern:  
petroleum,  
solvents, heavy  
metals

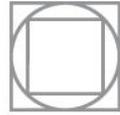




# Lighthouse Mini Warehouse

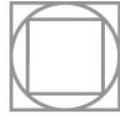


Ready for Reuse



# Results

- 10 Sites Ready for Reuse

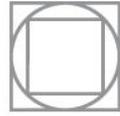


## Challenges

- Still require 12 more sites for a Phase I.
- 3 need to be petroleum based.

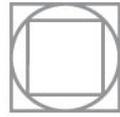
## You can help!

- Help owners get the clear to sell or re-develop their property
- Save owners up to \$25,000.
- Rejuvenate the Gautier community



## If contamination is found

- If contamination is identified, eligible sites can apply for cleanup grants that assist the community with \$200,000 grants that require \$40,000 match.
- EPA resources can help with strategies for contaminated properties.



GOODWYN | MILLS | CAWOOD



Thank you



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

**ORDER NUMBER 233-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Compensatory Time Policy is hereby approved and be implemented effective immediately.

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

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

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

**NAYS:**        **None**

**ABSENT:**    **Hurley Ray Guillotte**

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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 1, 2016.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Jason Pugh, Human Resources Director  
**Date:** October 25, 2016  
**Subject:** Compensatory Time Policy

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**REQUEST:**

Council approval of a Compensatory Time policy.

**DISCUSSION:**

A policy for compensatory time will allow the city to compensate employees in accordance with federal law and maintain tight budget restraints. With the exception of public safety, city departments have little or no overtime budgets. This compensatory time policy will allow the city the flexibility to compensate employees as well as operate within the approved budget.

Additionally, eight (8) city employees were moved from exempt to non-exempt status at the start of this budget year in order to be in compliance with the new federal overtime regulations set to go into effect on December 1<sup>st</sup>, 2016. These employees along with others are sometimes required to work outside of the normally scheduled work week. This policy will allow the city to compensate these employees properly and still operate within the budget.

**RECOMMENDATION:**

It is recommended that the attached policy be approved and be implemented effective immediately. The City Attorney has reviewed the attached policy for legal sufficiency.

**ATTACHMENT(S):**

Compensatory Time Policy

## **Compensatory Time**

### ***Non-Exempt Employees***

Compensatory time, commonly referred to as "comp" time, is defined as time off granted in lieu of pay for hours worked in excess of the regularly scheduled workweek. All overtime which may result in compensatory time must be pre-approved by the department head before being worked by the employee.

Compensatory time will accrue at a rate of 1.5 hours for every hour worked in excess of the normal workweek. Employees will not be allowed to accumulate compensatory time in excess of 40 hours. Overtime will be paid for any hours worked in excess of the normal workweek once the employee has accrued 40 hours of compensatory time. Compensatory time must be used before any annual or sick leave can be used by the employee. City management will make every effort to allow the use of compensatory time earned by the employee provided that the employee's absence will not affect the efficient operation of city business.

Upon separation of employment, all compensatory hours earned by an employee while in a non-exempt status will be paid to the employee up to the 40 hour maximum.

### ***Exempt Employees***

Exempt employees are not eligible to accrue compensatory time unless they are performing duties outside the normal scope of their employment.

### ***Public Safety Employees***

Public safety employees (sworn police officers, firefighters, and dispatchers) will not be eligible for compensatory time and will be paid overtime for any hours worked in excess of a normal pay period.

### ***Emergencies***

In the event of an emergency proclamation issued by the city council, this policy will not apply and overtime will be compensated in accordance with the city pay policy during emergency events.

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

**ORDER NUMBER 234-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project, as presented, in an amount not to exceed \$34,300.

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

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

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

**NAYS:**       **None**

**ABSENT:**   **Hurley Ray Guillotte**

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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 1, 2016.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants and Projects Administrator  
**Date:** October 25, 2016  
**Subject:** City Park Boat Launch Improvements – Professional Services Agreement with Compton Engineering

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**REQUEST:**

The Grants and Projects Administrator requests City Council authorization to enter into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project in an amount not to exceed \$34,300.

**BACKGROUND:**

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded \$190,310 in federal funds, which requires a 25 percent match of \$65,300. Tidelands will cover the local match.

**DISCUSSION:**

This \$255,610 project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area. Professional design services are required for this project. The cost for these services was written into the grant and will be covered.

**RECOMMENDATION:**

The Grants and Projects Administrator recommends that City Council authorize entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project in an amount not to exceed \$34,300.

The City Council may:

1. Approve entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project as presented; or
2. Not approve entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project as presented.

**ATTACHMENT(S):**

1. Proposed Contract for City Park Boat Launch Improvements



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street  
Biloxi, MS 39530

Phone: 228.432.2133  
Fax: 228.432.8149

comptonengineering.com

October 17, 2016

Ms. April M. Havens, Grants and Project Administrator  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Re: Proposal for Engineering Services for  
City of Gautier City Park Boat Launch Improvements  
(C.E. Job No.: P16-004)

Dear Ms. Havens:

Compton Engineering is pleased to offer professional services to the City of Gautier for preparing Contract Documents for the above referenced project. It is our understanding that the bid documents will be prepared to include adequate information to receive competitive bids for performing the work. The documents shall also include any supplemental conditions as required by U.S. Department of Fish and Wildlife Services.

The professional services provided will address the tasks and deliverables listed below:

#### Basic Services

1. Review all available data for the existing facility provided by the City of Gautier.
2. Provide topographical survey in the immediate area of proposed improvements as needed to improve the bulkhead and launch.
3. Prepare permits as may be required by the Mississippi Department of Marine Resources to construct the project, including document necessary for City of Gautier to obtain Secretary of State Lease.
4. Prepare Bid/Construction Documents for the referenced project. Documents will include adequate information to receive competitive bids for performing the work.
5. Provide Bid Phase and Construction Administration Services.
6. Monitor the progress of construction of the work once a week, including prior to and during placement of concrete, substantial and contract completion.
7. Review and make recommendations for payment during the progress of the work.
8. Perform a final inspection with the City of Gautier and make a recommendation for final payment to the contractor.
9. Prepare project closeout documents.
10. Perform an inspection at the end of the one-year warranty period.

#### Fee, Schedule & Billing

The work will be provided on a lump sum basis in accordance with the attached 2016 Rate Schedule (Exhibit B). The contract amount includes surveying, permitting, preparation of contract documents, bid phase services, and construction administration as outlined below. All basic services will be completed and provided for a cost of \$34,300.00.

Topographic Survey:	\$3,500.00
Secretary of State Tidelands Lease	\$1,500.00
Environmental Permitting	\$6,000.00
Construction Documents:	\$13,600.00
Bid Phase Services:	\$3,000.00
Construction Administration:	\$6,700.00

PASCAGOULA

BILOXI

BAY ST. LOUIS

We will begin work within twenty-one (21) days upon receipt of an executed agreement. And complete the contract documents as noted below:

Topographic Survey:	2 to 3 weeks
Secretary of State Tidelands Lease	1 to 2 weeks
Environmental Permitting	3 to 4 months
Preparation of Construction Documents	2 to 3 months
Review and Finalize Bid Package	2 to 4 weeks

Compton will bill monthly for the work performed up to the billing cut-off date. Payment for our services will be due within forty-five (45) days of the invoice date and is not dependent on any factor except our ability to provide the services in accordance with generally accepted standards of our profession. We will provide these services in accordance with the General Terms and Conditions (Exhibit A).

**General Terms and Conditions**

This proposal, the General Terms and Conditions (Exhibit A), and 2016 Rate Schedule (Exhibit B) represents the entire understanding between City of Gautier and Compton Engineering with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign two copies in the space provided and return one to us.

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

COMPTON ENGINEERING, INC.



G. Joey Duggan, III  
Senior Vice President

Attachment

---

**Accepted: CITY OF GAUTIER**

Signature: \_\_\_\_\_

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

Name/Title: \_\_\_\_\_

City of Gautier Designated Contact Person:

\_\_\_\_\_

Compton Engineering's Designated Contact Person:

G. Joey Duggan, III

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

(UPDATED 04/2014)

- 1. Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. The client is the City of Gautier acting by and through its official minutes.
- 2. Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

- 3. Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Engineer shall assist Client in obtaining all necessary permits required for the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time.

- 4. Designation of Authorized Representatives.** Each party shall designate one or more persons to act as a liaison on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party. No change or alteration in time, price, design, or services requested shall be made without approval of City of Gautier reflected on its minutes.
- 5. Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
- 6. Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project, without written verification or adaptation by Engineer.
- 7. Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of constructions costs.
- 8. Changes.** Client reserves the right to seek changes in requirements, amount of work or engineering time schedule adjustments, and may seek to negotiate adjustments in fee and / or schedule acceptable to both parties to accommodate any changes. All proposed change orders, schedule and pay adjustments, etc. must be approved by Client by written Resolution.
- 9. Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing reflected on its minutes.
- 10. Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Engineer will not be obligated to provide the same personnel employed

prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. However, in no event shall the total payment due to Engineer under this proposal exceed **\$34,300.00**.

11. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. If terminated by the Client without just cause, all amounts due and owing to Engineer at the time of termination will be paid by Client.

This agreement is subject to ratification of the future governing authorities of City of Gautier.

12. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
13. **Indemnification.** Engineer shall defend, indemnify and hold harmless Client, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Engineer under this Contract.
14. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connections with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
15. **Successors and Assigns.** To the extent allowed by law, the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. **Insurance.** Within the context of prudent business practices, Engineer shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law. Engineer shall maintain comprehensive general liability insurance, automotive liability, and professional liability insurance in an amount not less than \$1,000,000 each occurrence.

17. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed, which the Engineer cannot ascertain or confirm itself, for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.

18. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

19. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered

20. **Anticipated Change Orders.** All change orders must be approved by Client by written Resolution.
21. **Payment.** Following receipt of the Engineer's invoice, it will be placed on the next regular claims docket for approval and will be paid subsequent to obtaining approval.
22. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars,

strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

23. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
24. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

26. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

27. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**EXHIBIT B**

**COMPTON ENGINEERING, INC.  
RATE SCHEDULE  
2016**

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal.....	\$ 180.00
Architect.....	\$ 150.00
Senior Project Engineer .....	\$ 150.00
Project Engineer.....	\$ 130.00
Engineer Intern.....	\$ 100.00
Environmental Specialist .....	\$ 100.00
Senior Project Manager.....	\$ 135.00
Project Manager .....	\$ 115.00
Senior Design Technician.....	\$ 90.00
Design Technician .....	\$ 80.00
GIS Coordinator.....	\$ 80.00
Resident Project Representative .....	\$ 85.00
Business Manager .....	\$ 100.00
Specification Writer.....	\$ 80.00
Administrative Assistant.....	\$ 60.00
Professional Land Surveyor.....	\$ 125.00
Senior Survey Technician with Equipment .....	\$ 150.00
Survey Technician .....	\$ 65.00
Survey Crewman.....	\$ 50.00

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

**ORDER NUMBER 235-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for Twin L Construction for the Schoolhouse Stabilization Grant in the total amount of \$78,825.00 is hereby approved.

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

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

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

**NAYS:**       **None**

**ABSENT:**   **Hurley Ray Guillotte**

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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 1, 2016.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	TWIN L CONSTRUCTION INC Account Number 030-355-721	170161	10/26/2016	10/26/2016	1	40891	78,825.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		SCHOOLHOUSE: STABILIZATION		3-FINAL	08/10/2016		78,825.00	
FUND TOTAL	30 Claims	1 to	1 Checks	1 Total	78,825.00	Manual	Held	Total 78,825.00

Docket of Claims  
Claims paid from 10/26/2016 thru 10/26/2016

SUMMARY OF ALL FUNDS

FUND	30 Claims	1 to	1 Checks	1 Total	78,825.00 Manual	Held	Total	78,825.00	
		Total for all Funds		Checks	1 Total	78,825.00 Manual	Held	Total	78,825.00

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

**ORDER NUMBER 236-2016**

**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, with the exception of transaction number 170157 on page 11 payable to Tyler Technologies Inc. in the amount of \$12,524.68 for training assistance and travel reimbursement, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

**NAYS:**           **None**

**ABSENT:**       **Hurley Ray Guillotte**

\_\_\_\_\_  
**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 1, 2016.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC Account Number 001-100-699	170106	11/01/2016	10/17/2016	Description OCT 2016 DSL: PD #107718371 Invoice # 10012016	Date 10/08/2016 P.O.	204.06 Amount	204.06
001	CABLE ONE INC Account Number 001-100-699	170107	11/01/2016	10/17/2016	Description OCT 2016 SUB STN: #107718827 Invoice # 10012016	Date 10/08/2016 P.O.	79.95 Amount	79.95
001	INFORMATION TECHNOLOGY SERVICE Account Number 001-100-640	170108	11/01/2016	10/17/2016	Description SEP 2016 Invoice # 90055645	Date 09/30/2016 P.O.	224.00 Amount	224.00
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-698 001-092-698 001-092-698	170124	11/01/2016	10/20/2016	Description ACCTG SOFTWARE MAINT VOTER REG SOFTWARE MAINT PRIV LIC SOFTWARE MAINT Invoice # MN119239 MN119239 MN119240	Date 10/15/2016 10/15/2016 10/15/2016 P.O.	430.00 Amount	300.00 20.00 110.00
001	AT&T Account Number 001-092-605	170132	11/01/2016	10/24/2016	Description MONTHLY SERVICE Invoice # 2284972172	Date 10/14/2016 P.O.	133.00 Amount	133.00
001	AT&T Account Number 001-092-605	170133	11/01/2016	10/24/2016	Description MONTHLY SERVICE Invoice # 2284977070	Date 10/14/2016 P.O.	75.95 Amount	75.95
001	AT&T Account Number 001-092-605	170134	11/01/2016	10/24/2016	Description MONTHLY SERVICE Invoice # 2284978000	Date 10/14/2016 P.O.	3,365.49 Amount	3,365.49
001	C SPIRE WIRELESS Account Number 001-100-605	170139	11/01/2016	10/24/2016	Description POLICE CELLS Invoice # 0032680896	Date 09/12/2016 P.O.	564.26 Amount	564.26
001	SUSAN R PAROL Account Number 001-022-660	170143	11/01/2016	10/25/2016	Description FY 2016 MEETING FEES Invoice # 09302016	Date 10/24/2016 P.O.	80.00 Amount	80.00
001	PHIL TORJUSEN Account Number 001-022-660	170144	11/01/2016	10/25/2016	Description FY 2016 MEETING FEES Invoice # 09302016	Date 10/24/2016 P.O.	120.00 Amount	120.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC Account Number 001-170-645	170145	11/01/2016	10/25/2016	Description SEP 2016 CLUB SUPPORT Invoice # 09302016	Date 10/14/2016 P.O.	833.33 Amount	833.33
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC Account Number 001-170-645	170146	11/01/2016	10/25/2016	Description 2016 MENTOR SPONSORSHIP Invoice # 10112016	Date 10/11/2016 P.O.	550.00 Amount	550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	170147	11/01/2016	10/25/2016			2,663.83	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP48694039	10/17/2016				39.66
	001-092-525	UNL FUEL	NP48694039	10/17/2016				53.23
	001-100-525	UNL FUEL	NP48694039	10/17/2016				1,929.44
	001-161-525	UNL & DSL FUEL	NP48694039	10/17/2016				461.45
	001-170-525	UNL & DSL FUEL	NP48694039	10/17/2016				140.89
	001-205-525	UNL FUEL	NP48694039	10/17/2016				39.16
001	FUELMAN OF MS	170148	11/01/2016	10/25/2016			2,722.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP48730320	10/24/2016				116.68
	001-092-525	UNL FUEL	NP48730320	10/24/2016				22.34
	001-100-525	UNL FUEL	NP48730320	10/24/2016				1,970.54
	001-161-525	UNL & DSL FUEL	NP48730320	10/24/2016				477.54
	001-170-525	UNL & DSL FUEL	NP48730320	10/24/2016				53.15
	001-205-525	UNL & DSL FUEL	NP48730320	10/24/2016				82.15
001	LAMEY ELECTRIC INC	170150	11/01/2016	10/25/2016			187.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-698	CALL OUT: I10-GV SIGNAL	14157	08/28/2016				112.50
	001-201-698	CALL OUT: G/V-MBLUFF SIGNAL	14214	10/12/2016				75.00
001	PANDLE INC	170151	11/01/2016	10/25/2016			1,339.80	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-576	10.18 TNS HOT MIX ASPHALT	16-0338	09/30/2016				712.60
	001-201-576	8.96 TNS HOT MIX ASPHALT	16-0331	09/26/2016				627.20
001	SINGING RIVER E P A	170159	11/01/2016	10/25/2016			834.07	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	BROWN FD 95237002	10102016	10/24/2016				371.62
	001-161-631	MARTIN BLUFF FD 58380001	10112016	10/25/2016				221.38
	001-201-629	SIGNAL LIGHTS 17546	10112016	10/25/2016				37.81
	001-092-631	CITY LIMIT SIGN 17546	10112016	10/25/2016				28.62
	001-100-631	MBLUFF SUB STN 58521002	10112016	10/25/2016				174.64
001	WASTE OIL COLLECTORS	170160	11/01/2016	10/25/2016			80.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-698	STOP CHARGE-PUMP USED OIL	0020446	10/20/2016				80.00
001	GALLS, LLC	170166	11/01/2016	10/26/2016			535.97	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	SAM BROWNE BELT	BC0333804	10/17/2016	161187			38.88
	001-100-535	SF BUCKLELESS TROUSER BELT	BC0333804	10/17/2016	161187			33.41
	001-100-535	ALS DUTY HOLSTER (2)	BC0333804	10/17/2016	161187			339.98
	001-100-535	K-FORCE DOUBLE MAG (2)	BC0333804	10/17/2016	161187			83.70
	001-100-535	LAWPRO LEATHER HOLDER (2)	BC0333804	10/17/2016	161187			20.00
	001-100-535	SHIPPING CHARGES	BC0333804	10/17/2016	161187			20.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	170167	11/01/2016	10/26/2016			856.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS/96 ROLLS TISSUE (4)	52621	10/20/2016	170069	154.00		
	001-092-510	CS PAPER TOWELS (4)	52621	10/20/2016	170069	103.60		
	001-092-510	CS BROWN MF TOWELS (10)	52621	10/20/2016	170069	199.50		
	001-092-510	CS/100 PF LATEX GLOVES	52621	10/20/2016	170069	59.00		
	001-092-510	30X36 CAN LINERS 200/CT (2)	52621	10/20/2016	170069	37.90		
	001-092-510	24X33 CAN LINERS 500/CT (2)	52621	10/20/2016	170069	45.90		
	001-092-510	4/1GAL HAND SOAP	52621	10/20/2016	170069	43.80		
	001-092-510	CS CLOROX WIPES (2)	52621	10/20/2016	170069	65.40		
	001-092-510	CS/12 LYSOL SPRAY	52621	10/20/2016	170069	68.28		
	001-092-510	CS FLOOR TOILET MATS	52621	10/20/2016	170069	59.60		
	001-092-510	CS 1GAL BLEACH	52621	10/20/2016	170069	10.95		
	001-092-510	SPRAY NOZZLES (6)	52621	10/20/2016	170069	8.94		
001	MID SOUTH UNIFORM & SUPPLY, INC.	170168	11/01/2016	10/26/2016			1,390.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	XTREME VEST LVL II: HYTER	553654	10/18/2016	161097	513.60		
	001-100-799	XTREME VEST LVL II: ETHERIDGE	553654	10/18/2016	161097	513.60		
	001-100-799	ARMORSKIN CARRIER: HYTER	553654	10/18/2016	161097	89.17		
	001-100-799	ARMORSKIN CARRIER: ETHERIDGE	553654	10/18/2016	161097	89.17		
	001-100-799	SS ARMORSKIN SHIRT: HYTER	553654	10/18/2016	161097	92.50		
	001-100-799	SS ARMORSKIN SHIRT: ETHERIDGE	553654	10/18/2016	161097	92.50		
001	MS FIRE ACADEMY	170170	11/01/2016	10/26/2016			360.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FIREGROUND LEADERSHIP: KAUPPI	24835	10/13/2016	161171	360.00		
001	BELL AUTO PARTS INC	170171	11/01/2016	10/26/2016			4,553.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	REPLACE MOTOR: U #11760	41700	10/20/2016	170052	4,553.00		
001	PASCAGOULA AUTO SALVAGE	170172	11/01/2016	10/26/2016			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	STEERING COLUMN: U #44	227528	10/05/2016	170038	100.00		
001	GULF COAST BUSINESS SUPPLY CO.	170173	11/01/2016	10/26/2016			145.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	DUST MOP HANDLE (2)	136533	10/13/2016	170050	12.98		
	001-092-510	CS/96 TISSUE ROLLS	136533	10/13/2016	170050	27.59		
	001-092-510	CS BROWN MF TOWELS (2)	136533	10/13/2016	170050	33.58		
	001-092-510	CS/4GAL PINE CLEANER (2)	136533	10/13/2016	170050	36.72		
	001-092-510	CS DAWN DISH LIQUID 38OZ	136533.0	10/14/2016	170050	34.49		
001	INT ASSN OF ARSON INVESTIGATORS INC.	170174	11/01/2016	10/26/2016			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-682	MFIA 2017 DUES: 128349 MCCOY	95431	10/17/2016	170061	25.00		
	001-161-682	IAAI 2017 DUES: 128349 MCCOY	95431	10/17/2016	170061	100.00		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA TIRE & SERVICE INC Account Number 001-100-638	170176	11/01/2016	10/26/2016			242.76	
	Description FS FIREHAWK GTZ (2): U #62			Invoice # 71381	Date 10/14/2016	P.O. 170051	Amount 242.76	242.76
001	RIVIERA FINANCE OF TEXAS INC Account Number 001-161-638 001-170-639 001-170-639 001-170-639 001-170-639	170177	11/01/2016	10/26/2016			437.50	
	Description SERVICE CALL: E1 12-16.5 DEESTONE TIRE MOUNT/DISMOUNT WASTE FEE SERVICE CALL: BACKHOE			Invoice # 71472 71540 71540 71540 71540	Date 10/04/2016 10/14/2016 10/14/2016 10/14/2016 10/14/2016	P.O. 170006 170065 170065 170065 170065	Amount 85.00 239.00 28.50 6.00 79.00	85.00 239.00 28.50 6.00 79.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number	170178	11/01/2016	10/26/2016			3,126.19	
	Description			Invoice #	Date	P.O.	Amount	
	001-090-500			3317367555	10/06/2016	170024	1.59	1.59
	001-090-500			3317580066	10/08/2016	170024	21.01	21.01
	001-090-500			3317580066	10/08/2016	170024	5.22	5.22
	001-090-500			3317580066	10/08/2016	170024	28.98	28.98
	001-090-500			3317580066	10/08/2016	170024	5.10	5.10
	001-090-500			3317580066	10/08/2016	170024	22.98	22.98
	001-090-500			3317580066	10/08/2016	170024	17.79	17.79
	001-090-500			3317580066	10/08/2016	170024	4.26	4.26
	001-090-500			3317580066	10/08/2016	170024	13.14	13.14
	001-090-500			3317580066	10/08/2016	170024	30.33	30.33
	001-090-500			3317580066	10/08/2016	170024	25.86	25.86
	001-090-500			3317580066	10/08/2016	170024	5.49	5.49
	001-090-500			3317580066	10/08/2016	170024	5.49	5.49
	001-090-500			3317580066	10/08/2016	170024	72.40	72.40
	001-090-500			3317580066	10/08/2016	170024	.53	.53
	001-100-500			3317580070	10/08/2016	170040	95.98	95.98
	001-100-500			3317580070	10/08/2016	170040	254.10	254.10
	001-100-500			3317580070	10/08/2016	170040	264.12	264.12
	001-100-500			3317580070	10/08/2016	170040	94.02	94.02
	001-100-500			3317580070	10/08/2016	170040	191.88	191.88
	001-100-500			3317580070	10/08/2016	170040	258.38	258.38
	001-100-500			3317580070	10/08/2016	170040	129.19	129.19
	001-100-500			3317580070	10/08/2016	170040	129.19	129.19
	001-022-500			3317580050	10/08/2016	170037	193.98	193.98
	001-022-500			3317580050	10/08/2016	170037	4.87	4.87
	001-022-500			3317580050	10/08/2016	170037	35.87	35.87
	001-022-500			3317580050	10/08/2016	170037	37.52	37.52
	001-022-500			3317580050	10/08/2016	170037	3.25	3.25
	001-022-500			3317580050	10/08/2016	170037	1.04	1.04
	001-022-500			3317580050	10/08/2016	170037	7.68	7.68
	001-022-500			3317580050	10/08/2016	170037	29.99	29.99
	001-022-500			3317580050	10/08/2016	170037	11.39	11.39
	001-022-500			3317436871	10/07/2016	170037	9.34	9.34
	001-022-500			3317580052	10/08/2016	170037	-9.34	-9.34
	001-022-500			3317580063	10/08/2016	170037	10.29	10.29
	001-040-500			3317298424	10/05/2016	170023	13.24	13.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL	170178	11/01/2016	10/26/2016		3,126.19	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-500	BROTHER TN-660 CARTRIDGE (2)	3317298424	10/05/2016	170023		101.98	
	001-040-500	12/CT LEGAL BANKER BOXES (2)	3317298424	10/05/2016	170023		148.38	
	001-040-500	100/CT LTR FILE FOLDERS (2)	3317298424	10/05/2016	170023		9.92	
	001-040-500	HP O5A BLACK TONER CARTRIDGE	3317298424	10/05/2016	170023		73.17	
	001-040-500	MOUSE PAD	3317298424	10/05/2016	170023		1.90	
	001-040-500	144/PK COLOR TABS (2)	3317298424	10/05/2016	170023		13.00	
	001-040-500	2-PART RECEIPT BOOK (2)	3317298424	10/05/2016	170023		11.98	
	001-040-500	100/PK LAMINATE POUCHES	3317298424	10/05/2016	170023		59.99	
	001-040-500	2/PK PHONE MESSAGE BOOK (2)	3317298424	10/05/2016	170023		11.48	
	001-040-500	2017 APPOINTMENT BOOK (3)	3317298424	10/05/2016	170023		86.49	
	001-040-500	PASTEL COPY PAPER 8.5X11 (10)	3317298424	10/05/2016	170023		44.30	
	001-040-500	CS COPY PAPER 8.5X11 (10)	3317298424	10/05/2016	170023		362.00	
	001-040-500	BX GRAY FILE FOLDERS (4)	3317298426	10/05/2016	170023		169.16	
	001-040-500	USB2.0 SD CARD READER	3317854744	10/12/2016	170023		6.29	
001	THE FIRE STORE		170180	11/01/2016	10/26/2016		312.97	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-639	5GAL INDIAN FIRE PUMP (2)	1729736	10/14/2016	170020		293.98	
	001-161-639	SHIPPING	1729736	10/14/2016	170020		18.99	
001	CMI, INC		170182	11/01/2016	10/26/2016		349.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-559	INTOXILYZER 500 PORTABLE	827781	10/10/2016	170044		349.00	
001	APOSTC LAW ENFORCEMENT ACADEMY		170183	11/01/2016	10/26/2016		160.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-681	PATROL SUP COURSE: ALLMAND	12/5-12/8	10/20/2016	170039		80.00	
	001-100-681	PATROL SUP COURSE: RODRIGUEZ	12/5-12/8	10/20/2016	161194		80.00	
001	HUB CITY CANINE CONSULTANTS INC		170184	11/01/2016	10/26/2016		600.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-681	K9 AGGRESS APP/CNTL: BEVER	10202016	10/18/2016	161217		300.00	
	001-100-681	K9 AGGRESS APP/CNTL: MCQUAGGE	10202016	10/18/2016	161217		300.00	
001	AUDIOWAVE INC		170185	11/01/2016	10/26/2016		200.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-638	DETAIL DODGE CHGR: VIN #40687	A46182	08/15/2016	161115		200.00	
FUND TOTAL	1 Claims	to	Checks	34 Total	27,982.80 Manual	Held	Total	27,982.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY, INC.	170169	11/01/2016	10/26/2016			96.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	ARMORSKIN BASE SHIRT WHT (2)	553535	10/14/2016	160786		92.50	
	157-100-799	SEW ON PATCHES (4)	553535	10/14/2016	160786		4.00	
FUND TOTAL	157 Claims	to	Checks	1 Total	96.50 Manual	Held	Total	96.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	170152	11/01/2016	10/25/2016			1,487.83	
					Invoice #	Date P.O.	Amount	
					OCT 2016	10/20/2016		1,487.83
FUND TOTAL	172 Claims	to	Checks	1 Total	1,487.83	Manual	Held	Total 1,487.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	170109	11/01/2016	10/17/2016			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE OCT 2016		2949	10/15/2016			36.50
	176-170-699	SHOPPING CART FEE OCT 2016		2949	10/15/2016			115.00
176	AT&T	170135	11/01/2016	10/24/2016			249.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	OCT 2016 DSL		2284970676	10/14/2016			110.00
	176-170-605	MONTHLY SERVICE		2284970676	10/14/2016			139.05
176	AT&T	170136	11/01/2016	10/24/2016			240.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	10/14/2016			240.30
176	FUELMAN OF MS	170149	11/01/2016	10/25/2016			46.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP48730320	10/24/2016			46.79
176	FOSTER'S A/C & HEATING INC	170153	11/01/2016	10/25/2016			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	DIAGNOSTIC (OT-SUNDAY)		164929	10/16/2016			150.00
	176-170-639	10 MFD CAPACITOR REPL		164929	10/16/2016			120.00
FUND TOTAL 176 Claims		Checks	5 Total	957.64	Manual	Held	Total	957.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	170105	11/01/2016	10/15/2016			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		10092016	10/09/2016		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		10092016	10/09/2016		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		10092016	10/09/2016		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		10092016	10/09/2016		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		10092016	10/09/2016		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		10092016	10/09/2016		9,665.99	
400	AT&T	170110	11/01/2016	10/17/2016			60.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2016		60.23	
400	IRBY'S ANSWERING SERVICE	170111	11/01/2016	10/17/2016			521.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 10/5/16 - 11/01/16		277-100516	10/05/2016		521.03	
400	DELTA COMPUTER SYSTEMS INC	170123	11/01/2016	10/20/2016			380.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN119241	10/15/2016		320.00	
	400-650-698	WORK ORDER SOFTWARE MAINT		MN119241	10/15/2016		60.00	
400	AT&T	170137	11/01/2016	10/24/2016			85.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	10/14/2016		85.10	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	170138	11/01/2016	10/24/2016			15.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL-OFF TIMBERLANE		6448722134	10/17/2016		15.06	
400	MICRO METHODS INC	170140	11/01/2016	10/25/2016			396.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	WATER SAMPLE: LARK WELL #1		1610426186	10/24/2016		40.00	
	400-651-667	WATER SAMPLE: LARK WELL #6		1610426186	10/24/2016		40.00	
	400-651-667	WATER SAMPLE: OFFICE WELL		1610426186	10/24/2016		40.00	
	400-651-667	WATER SAMPLE: BEASLEY WELL		1610426186	10/24/2016		40.00	
	400-651-667	WATER SAMPLE: WESTGATE WELL		1610426186	10/24/2016		40.00	
	400-651-667	WATER SAMPLE: HWY 57 WELL		1610426186	10/24/2016		40.00	
	400-651-667	COLIFORM SAMPLE: LARK WELL #1		1610426186	10/24/2016		26.00	
	400-651-667	COLIFORM SAMPLE: LARK WELL #6		1610426186	10/24/2016		26.00	
	400-651-667	COLIFORM SAMPLE: OFFICE WELL		1610426186	10/24/2016		26.00	
	400-651-667	COLIFORM SAMPLE: BEASLEY WELL		1610426186	10/24/2016		26.00	
	400-651-667	COLIFORM SAMPLE: WESTGATE WELL		1610426186	10/24/2016		26.00	
	400-651-667	COLIFORM SAMPLE: HWY 57 WELL		1610426186	10/24/2016		26.00	
400	ARISTA INFORMATION SYSTEMS INC	170154	11/01/2016	10/25/2016			4,851.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2016 STATEMENTS		22023	10/13/2016		1,118.15	
	400-650-698	SEP 2016 POSTAGE		1425201610	10/13/2016		3,733.23	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
400	SINGING RIVER E P A	170155	11/01/2016	10/25/2016			2,172.36		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 20649		10102016	10/24/2016			683.53	
	400-651-631	LIFT STATIONS 28779		10102016	10/24/2016			85.72	
	400-651-631	SCHOONER WELL 20688		10082016	10/19/2016			1,226.43	
	400-651-631	LIFT STATIONS 20688		10082016	10/19/2016			176.68	
400	TYLER TECHNOLOGIES INC	170158	11/01/2016	10/25/2016			31,218.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-650-672	ANNUAL SUBSCRIPTION FEE		025-162767	07/10/2016			24,738.00	
	400-650-672	ANNUAL USER FEE		025-162767	07/10/2016			6,480.00	
400	SINGING RIVER E P A	170164	11/01/2016	10/26/2016			3,595.22		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 89627001		10112016	10/25/2016			67.44	
	400-651-631	LIFT STNS 89702001		10112016	10/25/2016			23.50	
	400-651-631	LIFT STNS 17881		10112016	10/25/2016			2,000.58	
	400-651-631	WATER WELLS 17881		10112016	10/25/2016			1,503.70	
400	SHERWIN-WILLIAMS COMPANY	170175	11/01/2016	10/26/2016			70.02		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-583	YELLOW SPRAY PAINT (18)		6488-3	10/04/2016	170035		70.02	
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 170179	11/01/2016	10/26/2016			298.15		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-500	UNIBALL PENS 433910		3315543846	09/23/2016	161208		18.69	
	400-651-500	HP 564XL COMBO PK INK		3315543846	09/23/2016	161208		60.99	
	400-651-500	CALCULATOR TAPE		3315543846	09/23/2016	161208		7.49	
	400-651-500	BX 2-PART W/O PAPER (2)		3316324478	09/30/2016	161208		210.98	
	400-651-500	SHARP CALCULATOR		3314257670	09/08/2016	161208		73.04	
	400-651-500	CRDT RTN: SHARP CALCULATOR		3317298417	10/05/2016	161208		-73.04	
400	VELLANO BROS INC	170181	11/01/2016	10/26/2016			4,347.73		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-581	COLLAR LOCK PADLOCK		S208310302	10/05/2016	161211		106.67	
	400-651-581	ABOVE GROUND FLUSHER		S208310302	10/05/2016	161211		2,070.00	
	400-651-581	RB METER WASHER 3/4X1/8 (100)		S208310302	10/05/2016	161211		9.00	
	400-651-581	SDR3534SW 4" SOLVENT WELD (12)		S208206803	10/05/2016	161185		73.56	
	400-651-581	HIGHFIELD #4METER LOCK (100)		S208206803	10/05/2016	161185		394.00	
	400-651-581	12" HDPE SOLID PIPE (300)		S208206802	09/28/2016	161185		1,659.00	
	400-651-581	FUEL CHARGE		S208206802	09/28/2016	161185		35.50	
400	J H WRIGHT & ASSOCIATES, INC.	170186	11/01/2016	10/26/2016			1,199.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-583	KG2SL-2301 GRINDER PUMP		395485	10/19/2016	170070		825.00	
	400-651-583	KEEN SIMPLEX 3FLT CNTL PANEL		395485	10/19/2016	170070		290.00	
	400-651-583	CONTROL FLOAT (3): LS GP-9		395485	10/19/2016	170070		84.00	
FUND TOTAL 400 Claims		to	Checks	15 Total	92,636.39	Manual	Held	Total	92,636.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	TYLER TECHNOLOGIES INC	170156	11/01/2016	10/25/2016			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-652-704	PRE GO LIVE USER TESTING		025-160347	06/15/2016			1,000.00
	421-652-704	LIVE BILL COMPARE-BALANCING		025-160783	06/22/2016			1,000.00
421	TYLER TECHNOLOGIES INC	170157	11/01/2016	10/25/2016			12,524.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-652-704	GO LIVE WK1: ASSISTANCE		025-161144	06/29/2016			4,500.00
	421-652-704	GO LIVE WK1: TRAVEL REIMB		025-161144	06/29/2016			1,779.74
	421-652-704	GO LIVE WK2: ASSISTANCE		025-163434	07/13/2016			4,437.50
	421-652-704	GO LIVE WK2: TRAVEL REIMB		025-163434	07/13/2016			1,807.44
FUND TOTAL 421 Claims		Checks	2 Total	14,524.68 Manual		Held	Total	14,524.68

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	34 Total	27,982.80 Manual	Held	Total	27,982.80
FUND 157 Claims	to	Checks	1 Total	96.50 Manual	Held	Total	96.50
FUND 172 Claims	to	Checks	1 Total	1,487.83 Manual	Held	Total	1,487.83
FUND 176 Claims	to	Checks	5 Total	957.64 Manual	Held	Total	957.64
FUND 400 Claims	to	Checks	15 Total	92,636.39 Manual	Held	Total	92,636.39
FUND 421 Claims	to	Checks	2 Total	14,524.68 Manual	Held	Total	14,524.68
Total for all Funds		Checks	58 Total	137,685.84 Manual	Held	Total	137,685.84

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

**ORDER NUMBER 237-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 & 2 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 Vaughan** and the following vote was recorded:

**AYES:**        **Gordon Gollott**  
                  **Mary Martin**  
                  **Johnny Jones**  
                  **Casey Vaughan**  
                  **Rusty Anderson**

**NAYS:**        **None**

**ABSENT:**     **Hurley Ray Guillotte**

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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 1, 2016.

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

**ORDER NUMBER 238-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding between the City of Gautier and Columbia Southern University is hereby approved.

**IT IS FURTHER ORDERED** that there is no financial impact to entering into this Memorandum of Understanding with Columbia Southern University.

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

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

**NAYS:**       **None**

**ABSENT:**   **Hurley Ray Guillotte**

\_\_\_\_\_  
**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 1, 2016.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Jason Pugh, Human Resources Director  
**Date:** October 25, 2016  
**Subject:** Memorandum of Understanding with Columbia Southern University

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**REQUEST:**

Council approval of a Memorandum of Understanding with Columbia Southern University is requested.

**DISCUSSION:**

Columbia Southern University offers online courses and degrees in a multitude of areas covering public administration and other service areas. Columbia Southern University has offered the City of Gautier employees a "Learning Partner" discount and in exchange the city will agree to promote Columbia Southern University to our employees through emails, newsletters, and benefit fairs. There is no financial impact to entering into this MOU with Columbia Southern University. (See attached MOU)

Upon approval, all city employees may enroll for courses through Columbia Southern University and receive a 10% discount on tuition and many other benefits as listed on the attached flyer.

**RECOMMENDATION:**

It is recommended that the Gautier City Council approve the attached memorandum of understanding and authorize the City Manager to sign on behalf of the city.

**ATTACHMENT(S):**

Columbia Southern University Memorandum of Understanding  
Columbia Southern University Learning Partner Information Flyer



# LEARNING PARTNERSHIP MEMORANDUM OF UNDERSTANDING

(This MOU is not a legally binding contract and may be cancelled at any time without penalty or recourse)

About the Institution: Columbia Southern University (CSU), located in Orange Beach, Ala., is an online university accredited by the Distance Education and Accreditation Council which is recognized by the U.S. Department of Education.

The City of Gautier wishes to offer educational opportunities to its employees/members by becoming a Columbia Southern University (CSU) Learning Partner. This partnership is designed to assist Learning Partner employees/members in achieving their educational goals in career appropriate disciplines.

**A. Learning Partner benefits include:**

- 10% tuition discount on all classes and waiver of the Application Fee. This benefit extends to spouses and children of the Learning Partner employee/member.
- Textbooks provided at no cost.
- Exclusive scholarship opportunities for Learning Partner employees/members.
- A complimentary evaluation of previously earned educational credits and training/professional certifications for consideration of transfer credit.
- Complimentary access to our Writing and Math specialists through the Student Success Center.
- A dedicated landing page for Learning Partners on the CSU website for prospective students and student enrollments.

**B. Learning Partner benefits may also include:**

- Designation of the Learning Partner name on the CSU website and University marketing materials.
- Display of the Learning Partner's logo (if provided) on the CSU website and University marketing materials.
- Feature articles of the Learning Partner through press releases and marketing campaigns.
- Complimentary access to CSU Career Quest to advertise employment and internship opportunities.
- Scheduled visits or presentations to promote the Learning Partnership benefits to Learning Partner employees/ members.
- Discounts on Continuing Education training and learning opportunities.

**C. As a Learning Partner, the organization will:**

- Agree to inform all employees/members of the Learning Partner relationship and benefits as one of their options for education.
- Keep CSU informational materials on site and make them available to employees/members.
- Assign a liaison within the Learning Partner who is willing to accept and distribute communications from the CSU liaison and/or a CSU representative.
- Provide information to the CSU liaison regarding Employee Benefits Fairs and Education Fairs once date and time have been established.
- Agree to be contacted via email by a representative of Columbia Southern University and/or Columbia Southern Education Group.

This Learning Partnership will take effect from the date of signing and will remain in effect unless terminated by one or both parties. This Memorandum is agreed to and executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

Paula Yancey  
\_\_\_\_\_  
PRINT NAME

City Manager, City of Gautier  
\_\_\_\_\_  
TITLE

Jim Forsythe (800) 977-8449 X 1316  
\_\_\_\_\_  
OUTREACH REPRESENTATIVE

\_\_\_\_\_  
CSU LEARNING PARTNER LIAISON

## COLUMBIA SOUTHERN UNIVERSITY

Toll Free| 800.344.5021 Phone| 251.981.3771 Fax| 251.968.3384 Address| 21982 University Lane, Orange Beach, AL 36561

**ColumbiaSouthern.edu/Partners**



# TAKE ADVANTAGE OF YOUR LEARNING PARTNER TUITION DISCOUNT



LEARNING PARTNER  
**10% TUITION DISCOUNT**



**EXCLUSIVE SCHOLARSHIPS**

### WHY CSU?

- Complimentary Evaluation of Prior Academic Credits
- Textbooks at No Cost
- Flexible Learning
- Math & Writing Assistance
- No Application Fee
- Flexible Start Dates
- No ACT, SAT, GRE, GMAT Required
- Multiple Course Schedule Options
- Career Services Available

### GRADUATE & UNDERGRADUATE TUITION RATES

	TUITION	LEARNING PARTNER
Undergraduate Courses	\$2300	\$2070
Graduate Courses	\$750	\$675

\*The tuition rate for graduate courses per-credit hour is \$250 for all active-duty military members. Rates are per credit hour. Most courses are 3 credit hours. Tuition and fees are payable in U.S. funds. Tuition rates are subject to change. For the most current tuition information, please visit [ColumbiaSouthern.edu/Financial](http://ColumbiaSouthern.edu/Financial).

#### ASSOCIATE DEGREES

- General Studies\*
- Business
- Criminal Justice
- Fire Science
- Health Information Science
- Occupational Safety & Health

- Homeland Security
- Human Resource Management
- Information Systems Security  
*Homeland Security*
- Information Technology
- Occupational Safety & Health  
*Fire Science*
- Organizational Leadership
- Psychology

#### BACHELOR DEGREES

- Business Administration  
*Finance*  
*Hospitality & Tourism*  
*Human Resource Management*  
*Information Technology*  
*International Management*  
*Management*  
*Marketing*  
*Project Management*  
*Sport Management*
- Criminal Justice Administration  
*Arson Investigation*
- Emergency Medical Services Administration
- Environmental Management
- Fire Administration  
*Fire Investigation*
- Health Care Administration  
*Emergency Medical Services Management*

#### MASTER DEGREES

- Business Administration  
*Finance*  
*Health Care Management*  
*Human Resource Management*  
*Marketing*  
*Project Management*  
*Public Administration*
- Criminal Justice Administration
- Emergency Services Management
- Occupational Safety & Health  
*Environmental Management*
- Organizational Leadership
- Public Administration  
*Criminal Justice Administration*  
*Emergency Services Management*
- Public Health  
*Community Health Education*

#### CERTIFICATES\*

	Undergraduate	Graduate
Environmental Management	●	●
Finance	●	●
Fire Science	●	
Health Care Management		●
Hospitality & Tourism	●	
Human Resource Management	●	●
Information Technology	●	
International Management	●	
Management	●	
Marketing	●	●
Occupational Safety & Health	●	●
Project Management	●	●
Public Administration		●
Sport Management	●	
Industrial Hygiene Management		

#### CONTINUING EDUCATION UNITS\*

- Fire Science  
*Incident Safety Officer*  
*Health & Safety Officer*  
*Fire Officer I*  
*Fire Officer II*
- Criminal Justice  
*NSA Center for Public Safety*



Accredited Member  
Distance Education Accrediting Commission  
1101 17th Street, NW, Suite 808  
Washington, DC 20036 (202)234-5100

\* This program is not eligible for federal student aid.

### FLEXIBLE. AFFORDABLE. ONLINE.

To learn more about our **ONLINE DEGREE PROGRAMS**, visit [ColumbiaSouthern.edu/Partner](http://ColumbiaSouthern.edu/Partner) or call **800-344-5021**

21982 University Lane | Orange Beach, AL 36561

Gainful employment information available at [ColumbiaSouthern.edu/Disclosure](http://ColumbiaSouthern.edu/Disclosure)

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

**ORDER NUMBER 239-2016**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated October 26, 2016 in the amount of \$2,126.34 is hereby approved.

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

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

**IT IS FURHTER 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 Vaughan** and the following vote was recorded:

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

**NAYS:**        **None**

**ABSENT:**    **Hurley Ray Guillotte**

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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 1, 2016.

**OCTOBER 21, 2016 UTILITY ADJUSTMENTS**

**THESE FOLLOW POLICY/ RECOMMEND APPROVAL**

ACCT #	ADJUSTMENT			GARBAGE	TAX	TOTAL	REASON FOR
	WATER	SEWER	LATE CHG			ADJUSTMENT	ADJUSTMENT
30198		\$ 78.18	\$ 35.00			\$ 113.18	WATER LEAK
60666	\$ 63.76	\$ 69.63				\$ 133.39	METER LEAK
61897		\$ 99.09				\$ 99.09	WATER LEAK
61810		\$ 292.16				\$ 292.16	WATER LEAK
61578		\$ 1,488.52				\$ 1,488.52	WATER LEAK
<b>TOTAL</b>	<b>\$ 63.76</b>	<b>\$ 2,027.58</b>	<b>\$ 35.00</b>			<b>\$ 2,126.34</b>	

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

**ORDER NUMBER 240-2016**

**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 October 4, 2016 and Recessed Council Meeting held October 18, 2016 are hereby approved with the changes to the October 18, 2016 meeting page 70 of 70 to read: Councilman Vaughan made a motion to return to open session. Councilman Colledge Jones seconded the motion and the vote carried unanimously. Councilwoman Martin was absent.

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

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

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

**NAYS:**        **None**

**ABSENT:**    **Hurley Ray Guillotte**

\_\_\_\_\_  
**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 1, 2016.

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**Councilman Colledge** made the motion to go into closed session to determine whether to go into executive session. **Councilwoman Martin** seconded the motion and the vote carried unanimously. Absent was Councilman Guillotte.

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**Councilman Anderson** made the motion to go into executive session to discuss potential litigation with Waste Pro. **Councilwoman Martin** seconded the motion and the vote carried unanimously. Absent was Councilman Guillotte.

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**Councilman Colledge** made the motion to go back into open session. **Councilwoman Martin** seconded the motion and the vote carried unanimously. Absent was Councilman Guillotte.

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**Councilman Vaughan** made the motion to recess until November 15, 2016 at 6:30PM. Motion seconded by **Councilwoman Martin** and unanimously carried. Absent was Councilman Guillotte.

**APPROVED BY:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2016.