

**Tuesday
September 19, 2017
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 September 19, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Richard Jackson, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Paula Yancey, City Manager; Tricia L. Thigpen, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent were Councilman Cameron George and City Clerk Cynthia Russell.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 19, 2017 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. City of Gautier's Cruisin' Through the Decades October 1st 11:00 A.M. - 5:00 P.M.**
- 2. City of Gautier's 2nd Saturday Farmers Market October 14th 8:00 A.M. - 12:00 P.M.**
- 3. Mississippi Masterpieces Art and Songwriting Contest.**
- 4. The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey. For more information citizens may contact: Central Fire Station at 228-497-1656, Councilman Casey Vaughan at 228-297- 3063, Councilman Adam Colledge at 228-861-8158, Councilman Rusty Anderson at 228-218-9483.**
- 5. Clearwater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. The deadline has been extended to October 8, 2017 at 5:00 P.M. The winning idea will receive a \$500.00 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.**

IV. Presentation Agenda

1. First Baptist Church 75th Anniversary Proclamation.

V. Business Agenda

1. Approval of final year end Budget Amendments for FY 2017.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Creation and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of amendment to contract between the City of Gautier, and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.L.O.-C.L.C.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization of pay adjustments for City Employees.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Adoption of the MEMA District 9 Regional Hazard Mitigation Plan.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN #82435240.080, 82435240.085, and 82435160.055.(GPC # 17-09-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Consideration of a Conditional Use – Major Permit for a Title Loan Shop inside a existing Pawn Shop at 1823 Hwy 90 (GPC #17-11-CU).

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Authorization to proceed with City of Gautier Water Well Permit Renewals.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Approval of lease agreement with Singing River, LLC.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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10. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Authorization to accept the donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck.
2. Authorization to register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference October 25-26, 2017 in Oxford, Mississippi.
3. Receive August 2017 Privilege License Report.
4. Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event
5. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event.
6. Approval and authorization to pay miscellaneous personal property moving expenses totaling \$4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.
7. Approval of minutes from Recessed Council Meeting held August 15, 2017, Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017.

VII. STUDY AGENDA

1. Discuss Citizen Comments

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

Adjourn until October 3, 2017 @ 6:30 P.M.
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order.
Councilman Vaughan seconded the motion and the vote carried unanimously.
Councilman George was absent.

ANNOUNCEMENTS:

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PRESENTATION:

1. First Baptist Church 75th Anniversary Proclamation.

CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI



Nature's Playground

Cruisin'



THROUGH THE DECADES

CALLING ALL CAR ENTHUSIASTS!

RESERVED PARKING & CRUISIN' LANE FOR ALL CRUISERS

FREE CAR SHOW

ALL MAKES MODELS AND YEARS WELCOME
MUTIPLE PEOPLES CHOICE TROPHIES FOR CARS AND
BIKES

CAR SHOW



OCTOBER 1, 2017

11:00 A.M. - 5:00 P.M.

DOLPHIN DRIVE GAUTIER

For More Information Call Gautier City Hall 228-497-8000

Facebook - City of Gautier Recreation & Community Events





Nature's Playground

2nd Saturday



Farmers MARKET



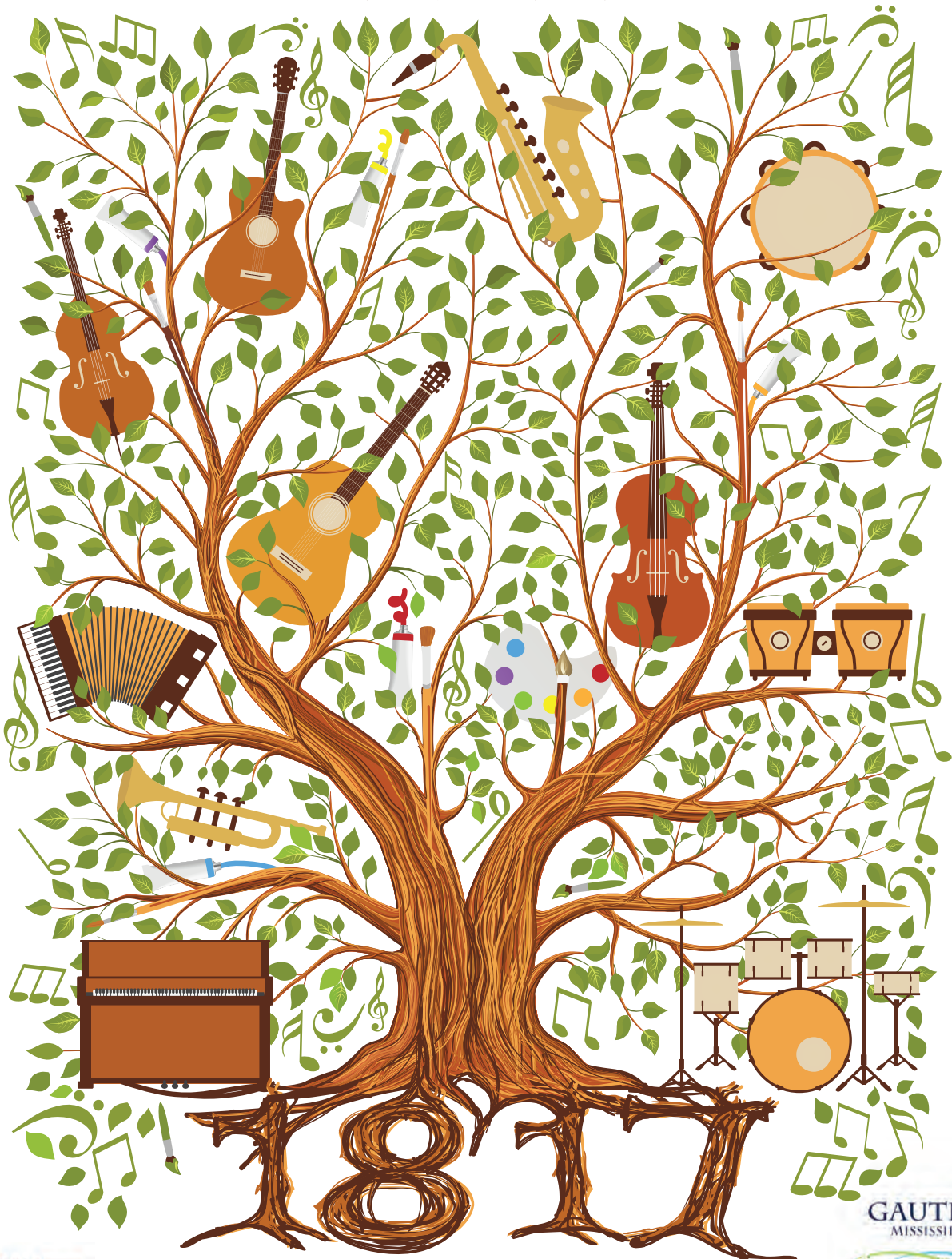
MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK
902 DE LA POINTE DR.

FOR MORE INFORMATION OR TO BECOME A
VENDOR CONTACT RACHEL HONEA AT 228-219-3259



THE CITY OF GAUTIER PRESENTS
MISSISSIPPI MASTERPIECES
ART AND SONGWRITING CONTEST

EXPLORING OUR SOUTHERN ROOTS THROUGH ART AND MUSIC



WWW.MISSISSIPPIMASTERPIECES.COM

THIS OFFICIAL BICENTENNIAL PROJECT WAS MADE POSSIBLE BY A GRANT FROM THE MISSISSIPPI HUMANITIES COUNCIL, THROUGH SUPPORT FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY.



Nature's Playground

MississippiHumanities

Contact
 Jason D. Pugh
 HR Director/Public Information
 Officer
 Office: (228) 497-8000
 Email: hr@gautier-ms.gov

3330 Highway 90
 Gautier, Mississippi 39553
 www.gautier-ms.gov

CITY OF GAUTIER

PRESS RELEASE

Gautier, Mississippi; August 29, 2017: The City of Gautier will be collecting emergency relief supplies for the victims of Hurricane Harvey.

Gautier, Miss., – The City of Gautier will be collecting emergency relief supplies to deliver to the storm damaged areas in the aftermath of Hurricane Harvey. Items needed will be cleaning supplies, water, tools, personal hygiene items and any other items that will assist the storm victims in their recovery efforts. Please "NO" clothing items at this time.

FEMA representatives have recently stated that the influx of donations was the second "disaster" for these victims. They are asking people to please wait until the storm was over to allow them time to find a place to store donations and become organized in that regard. The City intends on helping these victims and paying it forward by starting a disaster relief Hurricane Harvey collection drive in a manner that will truly be helpful and not pose a bigger burden to these victims. After the storm has made its final landfall, the City of Gautier will determine the area that it will adopt based on damages sustained by Hurricane Harvey

Drop off locations in the City of Gautier will be:

- Gautier City Hall at 3330 Hwy. 90
- Gautier Fire Station (Central) at 2502 College Dr.
- Gautier Fire Station (North) at 7511 Martin Bluff Rd.
- Gautier Fire Station (South) at 1905 Ladnier Rd.
- Gautier Fire Station (West) at 6200 Brown Rd.
- Gautier Police Department at 3329 Hwy. 90
- Clearwater Solutions Office at 3305 Gautier Vancleave Rd.
- Coldwell Banker Smith Homes, Realtors at 2004 Highway 90

For more information citizens may contact Central Fire Station at 228-497-1656, Councilman Casey Vaughan 228-297-3063, Councilman Adam Colledge 228-861-8158, Councilman Rusty Anderson 228-218-9483.

FOR IMMEDIATE RELEASE, AUGUST 29, 2017

DISAS+ER RELIEF

HURRICANE HARVEY COLLECTION DRIVE

ITEMS NEEDED:

- * Bottled Water
- * Baby items: Diapers, Wipes, formula, Baby Food, etc.
- * Cleaning Supplies
- * Gatorade
- * Paper Towels
- * Plastic eating utensils, plates, & cups
- * Tarps
- * Latex gloves
- * Garbage bags
- * New Rubber boots

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For more information citizens may contact
Central Fire Station at 228-497-1656,
Councilman Casey Vaughan 228-297-3063,
Councilman Adam Colledge 228-861-8158, &
Councilman Rusty Anderson 228-218-9483.



VISIT CITY OF GAUTIER
ON FACEBOOK FOR
UPDATES & DETAILS.



PROCLAMATION
City of Gautier, Mississippi

Whereas, First Baptist Church is celebrating their 75th Anniversary and the legacy of the past 75 years in this community; and

Whereas, First Baptist Church was founded on September 20, 1942, and has impacted the lives of literally thousands of people during those years; and

Whereas, First Baptist Church has long been a supporter of and partner with the City of Gautier, MS, including the time of recovery from Hurricane Katrina by offering the use of their facility to serve as a distribution center for the people of this city in a time of need; and

Whereas, First Baptist Church members continue to represent Gautier, Jackson County and Mississippi in national call-outs for disaster relief efforts, both financially and with personal representatives; and

Whereas, First Baptist Church continues to partner with the City of Gautier to make this city a better place to live and to raise families; therefore, be it

Resolved, that the City Council and Mayor do hereby recognize the importance of First Baptist Church with its 75 years of work and influence in this great city, and we offer our highest appreciation for your participation and influence on this day, Sunday, the 24th of September 2017.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

RESOLUTION NUMBER 031-2017

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached final year end Budget Amendments for FY 2017 are hereby approved.

WHEREAS, the City Manager or City Clerk is authorized to execute any and all documents necessary.

This resolution shall take effect and be in full force on September 19, 2017.

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**FY 2017
FINAL
BUDGET AMENDMENTS**

GENERAL FUND: FUND 001	Budget	Amendment	New Budget
REVENUES			
Miscellaneous	110,100.00	13,000.00	123,100.00
		<u>13,000.00</u>	
EXPENDITURES			
CITY COUNCIL			
Personnel Services	95,274.00	(874.00)	94,400.00
Supplies	1,000.00	912.00	1,912.00
Other Services & Charges	21,200.00	1,500.00	22,700.00
CITY COURT			
Personnel Services	130,541.00	(1,000.00)	129,541.00
Other Services & Charges	142,950.00	9,000.00	151,950.00
CITY MANAGER			
Personnel Services	230,097.00	2,505.00	232,602.00
Supplies	4,900.00	10,000.00	14,900.00
Other Services & Charges	55,300.00	2,500.00	57,800.00
ELECTIONS			
Supplies	1,500.00	(1,400.00)	100.00
CITY CLERK			
Other Services & Charges	18,104.00	3,300.00	21,404.00
CITY ATTORNEY			
Other Services & Charges	110,000.00	(9,155.00)	100,845.00
PLANNING			
Personnel Services	241,610.00	(1,500.00)	240,110.00
Other Services & Charges	49,260.00	(500.00)	48,760.00
BUILDINGS & FACILITIES			
Other Services & Charges	504,600.00	(9,000.00)	495,600.00
POLICE			
Supplies	200,000.00	600.00	200,600.00

**FY 2017
FINAL
BUDGET AMENDMENTS**

RECREATION

Personnel Services	263,419.00	(8,888.00)	254,531.00
Other Services & Charges	84,400.00	5,000.00	89,400.00

STREETS

Supplies	65,000.00	15,000.00	80,000.00
Other Services & Charges	147,000.00	(15,000.00)	132,000.00
Capital Outlay	36,900.00	10,000.00	46,900.00

13,000.00

Budget donation and insurance settlements.

Reallocate expenditures to fund emergency expenditures and end of year events.

Reallocate departmental budgets to cover potential shortfalls.

FUND 157: US JUSTICE EQUITABLE SHARING	Budget	Amendment	New Budget
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REVENUES

Forfeited Assets	0.00	26,612.00	26,612.00
Grant Revenue	0.00	2,600.00	2,600.00
		29,212.00	

EXPENDITURES

Capital Outlay	0.00	29,212.00	29,212.00
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Budget FY 2017 Receipts

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
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EXPENDITURES

Other Services & Charges	55,400.00	(3,600.00)	51,800.00
Capital Outlay	1,200.00	3,600.00	4,800.00
		0.00	

Reallocate funds for emergency expenditure (AC replacement)

**FY 2017
FINAL
BUDGET AMENDMENTS**

FUND 300: USDA-NRCS EMERGENCY WATERSHED	Budget	Amendment	New Budget
REVENUES			
Grant Revenue	0.00	486,453.00	486,453.00
JCBS Inter Local Funds	0.00	<u>192,537.00</u>	192,537.00
		678,990.00	
EXPENDITURES			
Other Services & Charges	0.00	678,990.00	678,990.00
<i>Budget grant and match</i>			

FUND 400: ENTERPRISE FUND	Budget	Amendment	New Budget
WATER-SEWER OPERATION & MAINTENANCE			
Supplies	238,000.00	75,000.00	313,000.00
Capital Outlay	200,000.00	<u>(75,000.00)</u>	125,000.00
		0.00	
<i>Reallocate funds in anticipation of EOY emergency expenditures and/or shortfalls</i>			

FUND 409: EPA BROWNFIELDS ASSESSMENTS	Budget	Amendment	New Budget
EXPENDITURES			
Personnel Services	20,045.00	(20,045.00)	0.00
Supplies	333.52	(333.52)	0.00
Other Services & Charges	203,321.33	(3,493.30)	199,828.03
Transfers	0.00	<u>23,871.82</u>	23,871.82
		0.00	
<i>Reallocate grant award to Economic Development</i>			

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

ORDINANCE NUMBER 237-2017

ORDINANCE APPROVING CREATION AND ELIMINATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE AND ELIMINATE SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation of the following new positions pursuant to Miss. Code Ann. 21-9-45:

1. Administrative Assistant I
2. Contract and Projects Administrator
3. Recreation Director
4. Grounds and Maintenance Operator
5. Assistant Comptroller
6. Utility Billing Supervisor
7. Utility Billing Clerk
8. Customer Service Representative
9. Customer Service Representative
10. Part Time Code Enforcement Officer
11. Part Time Code Enforcement Officer

WHEREAS, the City Manager has recommended elimination of the following existing positions:

1. Executive Assistant/Grants Assistant
2. Parks and Facilities Manager
3. Community Activities Manager
4. Part Time Park Attendant

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on September 19, 2017 to consider creation and funding of specified positions, the elimination of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council creates the following positions:

1. Administrative Assistant I
2. Contract and Projects Administrator
3. Recreation Director
4. Grounds and Maintenance Operator
5. Assistant Comptroller
6. Utility Billing Supervisor
7. Utility Billing Clerk
8. Customer Service Representative
9. Customer Service Representative
10. Part Time Code Enforcement Officer
11. Part Time Code Enforcement Officer

- B. The City Council eliminates the following positions:

1. Executive Assistant/Grants Assistant
2. Parks and Facilities Manager
3. Community Activities Manager
4. Part Time Park Attendant

- C. The Official Schedule of Authorized Positions Shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

Thereupon, upon motion duly made by **Councilman Vaughan**, seconded by **Councilwoman Martin** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

ABSENT: **Cameron George**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **19th** day of September, **2017**.

Phil Torjusen, Mayor

Attest: _____
 Tricia L. Thigpen
 Deputy City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Jason Pugh, Human Resources Director
Date: 09/12/17
Subject: Approval of Schedule of Authorized Positions and Creation of New Positions for FY 2018.

REQUEST:

Approval of the Schedule of Authorized Positions and creation of new positions for FY 2018.

DISCUSSION:

As discussed in the FY 2018 budget work sessions, the attached Schedule of Authorized Positions is being presented for city council approval in conjunction with the approved FY 2018 budget.

Changes, Additions and Deletions:

- Executive Department
 - Eliminate Executive Assistant to the City Manager.
 - Create Administrative Assistant I to the City Manager.
- Grants and Projects Department
 - Reclassify Grants and Projects Administrator to Grants and Projects Director.
 - Create Contract and Projects Administrator.
- Recreation Department
 - Eliminate Parks and Facilities Manager.
 - Eliminate Community Activities Manager.
 - Create Recreation Director.
 - Create One (1) Grounds and Maintenance Operator.
 - Eliminate One (1) Part Time Park Attendant.
- Finance Department
 - Create Assistant Comptroller.
 - Reclassify Finance Support Specialist to Utility Services Manager.
 - Create Utility Billing Supervisor.
 - Create Utility Billing Clerk.
 - Create Two (2) Customer Service Representatives.
- Planning Department
 - Reclassify One (1) Administrative Clerk to Planning Technician.
 - Create Two (2) Part Time Code Enforcement Officers.
- Police Department
 - Unfund Traffic Sergeant.
 - Unfund Crime Prevention Officer.

RECOMMENDATION:

The City Manager recommends the approval of the agenda item as presented.

City Council may:

- 1) Approve the agenda item as presented; or
- 2) Approve the agenda item with changes; or
- 3) Reject the agenda item as presented.

ATTACHMENT(S):

Schedule of Authorized Positions

Organizational Chart

Job Description – Administrative Assistant I

Job Description – Contracts and Projects Administrator

Job Description – Recreation Director

Job Description – Grounds Maintenance Operator

Job Description – Assistant Comptroller

Job Description - Utility Billing Supervisor

Job Description - Utility Billing Clerk

Job Description - Customer Service Representative

Job Description - Part-Time Code Enforcement Officer

Approved by City Council 09/19/17

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				2	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant I	2080	9	1		
Economic Developer			Unfunded (1)		
Total Funded			2		
Total Non-Funded			1		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	<u>1</u>		
Total Funded			2		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	<u>3</u>		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	
Total Funded			6	4	

Total Non-Funded**FINANCE DEPARTMENT**

Comptroller	2080	21	1
<u>Assistant Comptroller</u>	2080	<u>17</u>	<u>1</u>
<u>Utility Services Manager</u>	2080	<u>15</u>	<u>1</u>
<u>Utility Billing Supervisor</u>	2080	<u>13</u>	<u>1</u>
<u>Utility Billing Clerk</u>	2080	<u>12</u>	<u>1</u>
<u>Customer Service Representative</u>	2080	<u>8</u>	<u>2</u>
Accounting Generalist	2080	11	1

Total Funded 8**Total Non-Funded****HUMAN RESOURCES DEPARTMENT**

Director	2080	21	1
HR Generalist	2080	10	1

Maintenance Division

Mechanic	2080	14	2
Multi-Craft Maintenance Worker	2080	12	1
Custodian	2080	7	1

Total Funded 6**Total Non-Funded****CITY CLERK DEPARTMENT**

City Clerk	2080	21	1
Deputy City Clerk	2080	15	1
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1

Court Division

Court Clerk	2080	13	1
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Deputy Court Clerk	2080	9	1
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Total Funded			6
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Total Non-Funded			
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PLANNING DEPARTMENT

Director/Building Official	2080	21	1
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<u>Planning Technician</u>	2080	11	1
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Administrative Clerk	2080	8	1
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Building and Code Inspector	2080	13	1
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Animal Control/Code Enf. Officer	2080	9	1
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<u>Code Enforcement Officer</u>	N/A	N/A	<u>2</u>
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Total Funded			5
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Total Non-Funded			2
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POLICE DEPARTMENT

Police Chief	2080	22	1
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Administrative Assistant IV	2080	12	1
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Captain	2080	15	3
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CID

Detective Lieutenant	2080	14	1
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Detective Sergeant	2080	13	1
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Detective	2080	12	2
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Detective	2080	12	Unfunded (1)
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FBI Task Force Officer	2080	12	1
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Narcotics Officer	2080	12	1
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<u>Crime Prevention Officer</u>	2080	12	Unfunded (1)
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Records Clerk	2080	8	1
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Patrol

Patrol Lieutenant	2184	11	4
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Patrol Sergeant	2184	10S	4
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Patrol Officer	2184	9 or 10*	15
Dispatcher/TAC Officer	2080	11	1
Dispatcher	2184	7 or 8	8

Traffic

Traffic Sergeant	2184	10S	Unfunded (1)	
K9 Officer	2184	10	1	
Traffic Officer	2184	10	3	
Traffic Officer	2184	10	Unfunded (1)	
School Crossing Guard	N/A	N/A		4
Reserve Officer	N/A	N/A		21

Total Funded			48	4	21
Total Non-Funded			4		

* Probationary Officer/Grade 9
Certified Officer/Grade 10

FIRE DEPARTMENT

Fire Chief	2080	22	1	
Deputy Fire Chief/Fire Marshall	2080	20	1	
Administrative Assistant I	2080	9	1	
Fire Captain	2496	12	3	
Fire Lieutenant	2496	11	9	
Firefighter	2496	9 or 10*	24	
Part Time Firefighter	N/A	N/A		3

Total Funded			39	3	
Total Non-Funded					

*Probationary Firefighter/Grade 9
Certified Firefighter/Grade 10

Summary of Authorized Positions

	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
Judicial: Funded		2	
Executive Dept: Funded	2		

Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	6	4	
Finance Dept: Funded	8		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Planning Dept: Funded	5	2	
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	122	15	21
TOTAL UNFUNDED	5		

CITY OF GAUTIER ORGANIZATION CHART

FY 2018

Effective October 1, 2018

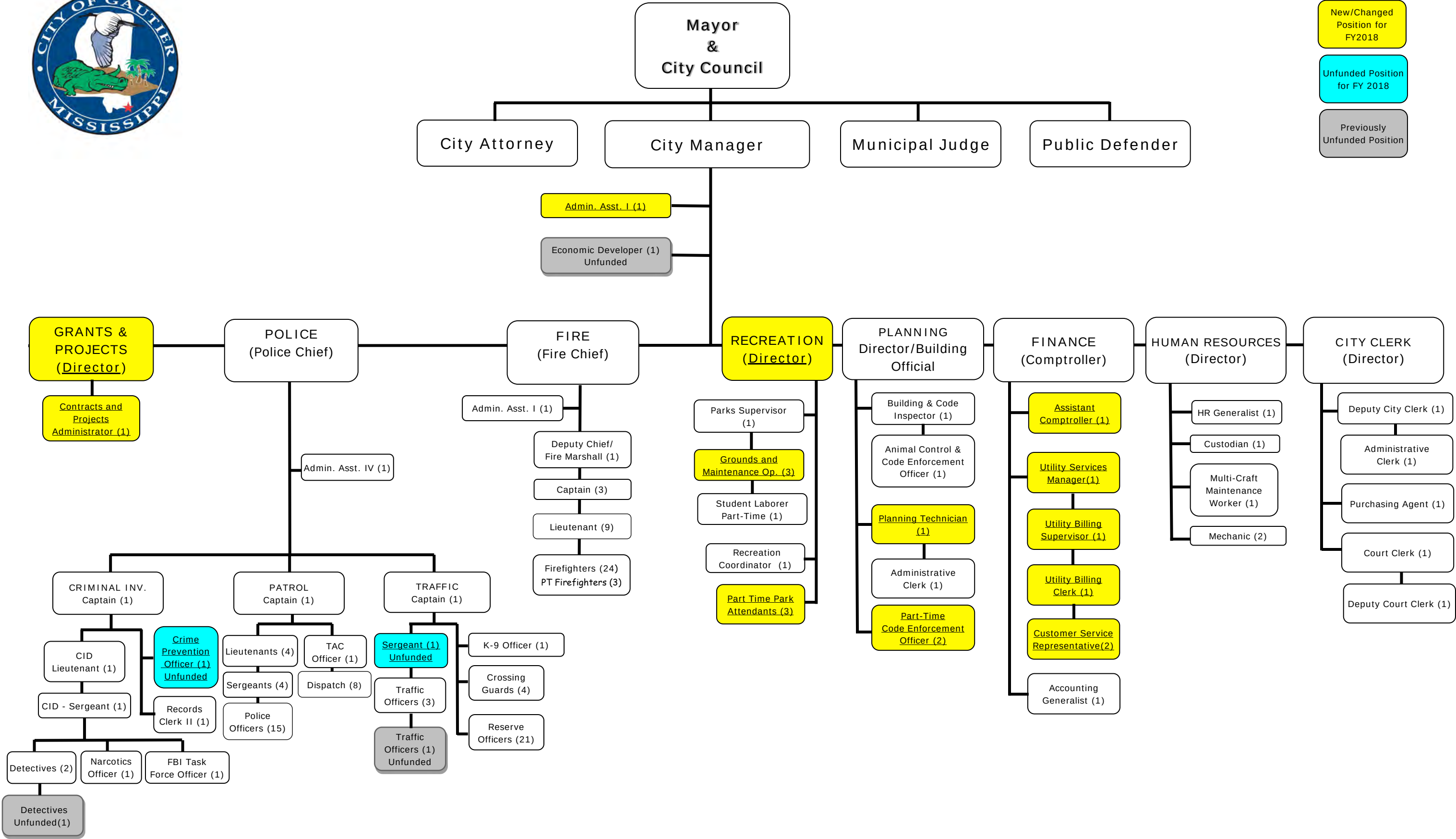


COLOR KEY

New/Changed
Position for
FY2018

Unfunded Position
for FY 2018

Previously
Unfunded Position





ADMINISTRATIVE ASSISTANT I

Department:	Executive	Pay Grade:	09 (Schedule 2080)
Reports To:	City Manager	Exempt (Y/N):	N
Competitive (Y/N):	Y		

SUMMARY:

Employ in this class performs secretarial tasks in accordance with well established procedures. Detailed instructions and close supervision are received at the beginning of work and new assignments, although regular routine assignments may be performed more independently and the exercise of initiative, independent judgment and discretion is expected as experience is gained. Work is subject to general supervision and is usually reviewed for content, accuracy and adherence to established standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Acts as receptionist and performs routine secretarial functions for a superior; meets the public, provides information, takes messages, schedules appointments, reserves accommodations, transmits orders and instructions with the authority of a superior; and relieves a superior of varied and routine details.
- Prepares purchase requisitions for the department.
- Answers a variety of inquiries from citizens and employees, in person, by letter and by telephone, on City services; on policies and procedural matters.
- Maintains files on relatively complex subject matters; keeps a variety of moderately complex records; compiles and prepares statistical and other data from such records.
- Types forms, letters, memorandum, reports, tabulations, statements and other materials from rough draft or detailed instructions.
- Checks, spelling, punctuations, grammar, format, etc. in draft or final form.
- Prepares budget estimates; assists in controlling expenditures of departmental operations.
- Assists in the development and maintenance of departmental policies and procedures, rules and regulations.
- Implements policies and procedures approved by department director.
- Assists other members in the department with complex personnel matters.
- Prepares technical and administrative reports.
- Acts as liaison with Federal, State, local and other agencies.
- Performs special projects and other duties as assigned by the Department Head.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Ability to write professional reports and correspondence.
- Ability to post entries from supporting documents to ledgers, journals and other computer files/software and make mathematical computations rapidly and accurately.
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Ability to operate standard office equipment and must possess strong Microsoft Office skills, specifically in Word, Excel.
- Knowledge of occupational hazards involved in the work place and the proper safety precautions for the safe performance of the job.
- Must be able to come to work promptly and regularly.
- Must be able to work under stress and deadlines.
- Must be able to concentrate and perform accurately.
- Must be able to react to change productively and to handle other tasks as assigned.



ADMINISTRATIVE ASSISTANT I

- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Must possess and maintain a valid vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include close, distance, color, and peripheral vision, and depth perception. The employee regularly lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 45 pounds.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Associate's degree (A.A.) or equivalent from a two-year college or technical school and two (2) years related experience; or High school diploma or equivalent and six (6) years related experience.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



CONTRACTS AND PROJECTS ADMINISTRATOR

Department:	Grants and Projects Department	Pay Grade:	17 (Schedule 2080)
Reports To:	Grants and Projects Director	Exempt (Y/N):	Y
Competitive (Y/N):	N		

SUMMARY:

This position is responsible for the oversight and administration of city contracts and projects with specific focus on public works and solid waste functions. The Contracts and Projects Administrator works with sub-contractors of the city on a day-to-day basis to ensure performance standards, compliance and cost effectiveness of ongoing contracts and projects.

The Contracts and Projects Administrator works under the direction and supervision of the Grants and Projects Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Monitors contractors' performance to ensure adequate standards are met.
- Administers contract and project purchases to ensure they are within budgetary constraints.
- Makes progress and final reports on city projects and keeps city management informed of project status.
- Manages multiple contracts/projects at varying stages of status.
- Works with project consultants, engineers, architects, contractors, etc., to move projects forward in a timely manner.
- Coordinates activities and serves as liaison between the City and its public works and solid waste contractors.
- Coordinates activities and serves as liaison between the City and other city project contractors.
- Monitors public works and solid waste agreements and ensures compliance, performance, and cost effectiveness.
- Monitors other contracts and projects as assigned.
- Inspects work completed by public works crews and other contractors as required to ensure performance and safety standards are met.
- Coordinates the purchase of equipment, materials, and supplies in support of public works operations and construction efforts.
- Prepares and monitors project budgets; ensures that all purchases are within budgetary constraints.
- Attends training and workshops as needed and as required to effectively perform duties.
- Performs any other duties as assigned by the Grants and Projects Director or the City Manager.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Thorough knowledge of contract and project administration.
- Thorough knowledge of state and federal laws concerning contract and project administration.
- Considerable knowledge of the operational areas and functions handled by City departments.
- Knowledge of computers, database and applications, and the Internet.
- Ability to communicate effectively with other departments and managers.
- Ability to deal effectively with representatives of local, state, and federal agencies and community-based organizations.
- Ability to manage several projects/contracts at one time, along with other daily tasks and duties.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to be organized and detailed with paperwork and deadlines.
- Experience with technical writing and strong ability to write proposals, reports, and status reports.



CONTRACTS AND PROJECTS ADMINISTRATOR

- Must have knowledge of utilities construction.
- Experience in project supervision or inspection.
- Experience with budgets and funding sources.
- Ability to meet and deal with people tactfully and courteously.
- Ability to react to change productively and handle other tasks as assigned.
- Must be able to come to work promptly and regularly.
- Management experience is preferable.

SUPERVISORY RESPONSIBILITIES:

This position has no employee supervision responsibilities.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is often performed in a well-lit and adequately heated and ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Work is also regularly performed outdoors when visiting city work sites and projects. Outdoor work is performed in various weather conditions including cold, heat, and humidity. The noise level in the work environment is usually low to moderate while indoors; moderate to high when on construction sites. The stress level for this position is very high, and workload often requires this position to work non-traditional hours to ensure deadlines are met.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting with the ability to lift ten (10) pounds, but may also require alternate periods of work outdoors, which requires the ability to stand, bend and walk for extended periods. Adequate vision; finger and hand dexterity is essential to operate computers and other office applications.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

A bachelor's degree in contract administration or a similar area of study with at least two (2) years of experience is preferred. A high school diploma or its equivalent with at least five (5) years of experience in contract and project administration or a similar area of experience will be accepted. Experience in utilities and/or construction is required.

REQUIRED LICENSES AND CERTIFICATES:

Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



RECREATION DIRECTOR

Department: Parks and Recreation
Reports To: City Manager
Competitive (Y/N): N

Pay Grade: 19 (Schedule 2080)
Exempt (Y/N): Y

SUMMARY:

Performs responsible managerial, professional and administrative work in planning, directing, coordinating and implementing the programs, services and activities of the Parks and Recreation Department, including planning and coordinating recreation programs, special events, special interest programs, and activities sponsored by the City in accordance with all applicable laws and City policies and procedures. Work includes responsibility for planning, developing, and overseeing recreation programs and the maintenance of all parks and recreation facilities; and for developing and promulgating and/or recommending policies, rules and regulations for the department. Work is performed under the general supervision of the City Manager and is reviewed through conferences, accomplishment of desired results, reports, and by observation.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Plans, organizes, and directs the activity of the Parks and Recreation Department; staffs, and directs all recreation activities; makes recommendations to the City Manager on annual budget estimates and requests; and prepares regular reports of division activities.
- Develops, plans, and implements special events such as holiday programs, social and cultural events for people of all ages and abilities.
- Prepares and distributes promotional literature and press releases; coordinates media coverage of special programs.
- Monitors the City's contract with the Boys and Girls Clubs and coordinates the use of school system facilities for recreation programs.
- Finds sponsors for special events by soliciting area businesses and organizations.
- Plans the improvement of existing and the development of new facilities and equipment; recommends areas for acquisition to the parks and recreation program; plans layouts of undeveloped recreation areas.
- Attends Council meetings, and recreation advisory board meetings; meets with individuals, civic and community groups, and other organizations to speak on matters pertaining to City recreation program; cooperates with such groups in planning recreation facilities and programs.
- Attends conventions, seminars, and other association meetings to keep abreast of recent developments in parks and recreation management.
- Performs special projects and other duties as assigned by the City Manager.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Thorough knowledge of the objectives and ideas of public recreation, including considerable understanding of the diverse activities which constitute a community parks and recreation program.
- Thorough knowledge of the facilities and equipment needed in a broad recreation program, and of the proper physical planning and arrangement of park areas.
- Considerable knowledge of public administration, including budget preparation and control, state purchasing procedures; and of administrative techniques related to purchasing, budget preparation, personnel administration and accounting.
- Thorough knowledge of current literature, sources of information, and developments in recreation program administration.



RECREATION DIRECTOR

- Knowledge of occupational hazards involved in the work and the safety precautions for safe performance of the job.
- Ability to establish and maintain effective working relations; to express ideas clearly and concisely, orally and in writing, to groups, individuals, and in reports.
- Ability to initiate and organize policies and procedures pertaining to park and recreation programs and to supervise the work of subordinate personnel.
- Ability to plan, direct, and coordinate the work of volunteers, and to establish and maintain effective working relations as necessitated by work assignments.
- Ability to understand the park and recreation needs of the community and to coordinate activities to fulfill these needs.
- Must be proficient in Microsoft Outlook, Word, Excel and Publisher.
- Ability to prepare, analyze, and administer budgets, prepare reports, and keep records.
- Must maintain a valid driver's license.

SUPERVISORY RESPONSIBILITIES:

Directly manages the Parks and Recreation staff.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, toxic or caustic chemicals, outdoor weather conditions, warm, cold and extreme heat. The employee is occasionally exposed to high, precarious places; risk of electric shock and vibration. The noise level in work environment is usually loud.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, heel, crouch, or crawl; and talk or hear. The employee frequently is required to walk and taste or smell. The employee is occasionally required to sit. The employee must regularly lift and/or move up to 25 pounds frequently and move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral. Vision: depth perception and ability to adjust focus.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Bachelor's degree in Recreation or any related field with three (3) years of progressively responsible experience in the recreation field; or a High School diploma or GED equivalent with five (5) years of progressively responsible experience in recreation, event planning or a similar field.

REQUIRED LICENSES AND CERTIFICATES:

- Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



GROUNDS AND MAINTENANCE OPERATOR

Department: Recreation Department
Reports To: Recreation Director
Competitive (Y/N): N

Pay Grade: 07 (Schedule 2080)
Exempt (Y/N): N

SUMMARY:

This is skilled work in the operation of light to medium automotive equipment and/or, semi-skilled manual labor.

Work may involve the operation of small trucks, riding power mowers, push lawn mowers, weed-eaters, edgers, light tractors, medium size dump trucks, and similar automotive equipment requiring little or no technical training. Operation of a variety of such equipment may be predominant task of this class. The predominant work of this class will likely be manual tasks of a semi-skilled nature requiring special knowledge acquired through work performance. Assignments may include use of standard specialized hand tools, power operated devices, or other equipment.

Assignments may be received in the form of specific orders or general instructions depending on the assignment. Work may be performed without direct supervision after instructions are received. Work is reviewed in progress and upon completion for conformance to established policies and procedures, and for accomplishment of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees and Adult Detention Center workers or may work independently from the direct supervision of a superior in carrying out such duties.
- Operates a truck in support of crews carrying out maintenance of all parks and City Hall facilities as delegated by the Recreation Director.
- Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
- Performs special projects and other duties as assigned by the Recreation Director.

- **REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:**

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Considerable knowledge of the occupational hazards involved in the work and the proper safety precautions for the safe performance of the job.
- Working knowledge of the methods, materials, tools, and equipment utilized in area of assignment.
- Knowledge of the operating characteristics of assigned equipment.
- Skill in the operation of assigned equipment and physical strength and agility sufficient to perform the work of the class.
- Knowledge of the applicable traffic laws, ordinances, and regulations involved in the operation of assigned equipment.
- Ability to establish and maintain effective working relations as necessitated by work assignments.
- Ability to understand and follow oral and written instructions.
- Ability to write and read to properly complete necessary maintenance records on equipment and prepare work reports when required.
- Ability and knowledge to perform preventive maintenance on variety of equipment.
- Ability to react to change productively, and handle other tasks as assigned.



GROUND AND MAINTENANCE OPERATOR

- Ability to supervise on occasion a crew of workers such as summer youth workers, inmates, and community service workers.
- Must have and maintain a valid vehicle operator's license and work to obtain a CDL Classic Passenger Endorsement within 2 months of hire.

SUPERVISORY RESPONSIBILITIES:

May provide some supervision over seasonal employees and Adult Detention Center workers or may work independently from the direct supervision of a superior in carrying out such duties.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, toxic or caustic chemicals, outdoor weather conditions, warm, cold and extreme heat. The employee is occasionally exposed to high, precarious places; risk of electric shock and vibration. The noise level in work environment is usually loud.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, heel, crouch, or crawl; and talk or hear. The employee frequently is required to walk and taste or smell. The employee is occasionally required to sit. The employee must regularly lift and/or move up to 25 pounds frequently and move up to 50 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral. Vision: depth perception and ability to adjust focus.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High school diploma or acceptable equivalent and two (2) years of related experience. Up to one (1) year of vocational or technical school may substitute for one (1) year of experience.

REQUIRED LICENSES AND CERTIFICATES:

- Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



ASSISTANT COMPTROLLER

Department: Finance Department
Reports To: Comptroller
Competitive (Y/N): N

Pay Grade: 17 (Schedule 2080)
Exempt (Y/N): Y

SUMMARY:

Employees in this class perform difficult accounting work connected with maintaining the financial and accounting records of the City. Work is performed independently and initiative exercised as experience is gained. Work is subject to general supervision by the Comptroller, and is usually reviewed for content, accuracy, and adherence to established standards and through reports and accomplishments of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Processes payroll, accounts payable, accounts receivable and other accounting functions as assigned through established procedures.
- Processes monthly, quarterly and year end reports as assigned.
- Verifies and posts details of business transactions, such as funds received and disbursed, and totals accounts to ledgers or computer spreadsheets and databases.
- Prepares and processes checks, account statements, reports, and other records and reviews for accuracy.
- Reconciles accounts for completeness, accuracy, and conformity with established procedures.
- Review documentation to be sure that it meets state, federal or other requirements.
- Processes journal entries as required through established procedures.
- Codes data for input to financial data processing system.
- Assists with the annual audit and acts as liaison with other departments.
- Processes refunds or collections and sends correspondence for refunds or collections as needed.
- Assists with the annual budget.
- Performs other duties as assigned by the Comptroller.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of principles and practices of governmental accounting and budgeting.
- Knowledge of the organizational structure and administrative procedures of city government; and federal, state, and local laws applicable to governmental accounting.
- Ability to write routine reports and correspondence in English. Ability to speak effectively before groups of citizens or employees of the organization in English.
- Ability to analyze, prepare, and interpret complex fiscal records and reports.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to react to change productively and to handle other tasks as assigned.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others.
- Must be proficient in MS Word, Excel, Power Point, and AS400 software programs
- Must maintain a valid vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Supervises the Finance department in the absence of the Comptroller,



ASSISTANT COMPTROLLER

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Bachelor Degree from an accredited four (4) year college or university with major course work in accounting, business management and/or public administration with accounting emphasis and two (2) year of municipal accounting or finance experience; Or

Associate degree (A.A.) or equivalent from a two-year college or technical school in Accounting and six (6) years municipal accounting experience; or ten (10) years municipal accounting experience; or an equivalent combination of education and experience.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



UTILITY BILLING SUPERVISOR

Department:	Finance Department	Pay Grade:	13 (Schedule 2080)
Reports To:	Utility Services Manager	Exempt (Y/N):	Y
Competitive (Y/N):	N		

SUMMARY:

This is highly responsible work directing and coordinating the activities of the Utility Services Division of the Finance Department. Work involves the performance of difficult clerical and administrative tasks, often requiring independent decisions based on interpretations of policies and procedures. Incumbent often develops and refines working procedures and is required to exercise considerable initiative and independent judgement in carrying work to completion. Work is performed under the general supervision of the Utility Services Manager and Comptroller, and is reviewed in progress for accuracy upon completion, adherence to procedures, through reports and conferences, and accomplishment of desired results.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Directs the operation of the Utility Billing Division in a manner consistent with established and accepted accounting principles and practices and in sufficient detail to produce accurate financial and statistical data for both management and statutory requirements.
- Prepares financial statements and other requisite reports at regular intervals and as needed for use by the Comptroller.
- Researches and compiles account histories of consumption patterns, past service calls, and similar information to assist in resolving disputed billing or service maintenance inquiries.
- Audits the readings and billing of all customer bills and refunds on final and monthly bills when required.
- Receives and follows through on customer inquiries relating to billing problems that are not easily handled by division personnel.
- Makes all manual corrections and adjustments to the utility payment and billing system.
- Plans and instructs division personnel in standard procedures and regulations, and reviews work performed for accuracy and effectiveness.
- Receives and resolves citizen complaints and concerns about division functions and personnel.
- Directs the customer collection policy.
- Assists auditors as needed with yearly audit function.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Significant knowledge of generally accepted accounting principles and practices, and proven experience in their application.
- Knowledge and understanding of effective customer service principles and management techniques.
- Ability to effectively communicate and present ideas and recommendations, both orally and in writing.
- Ability to define problems, collect data, establish facts, and draw valid conclusions. Good decision-making and problem solving skills.
- Ability to plan, direct and coordinate the work of subordinates.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to react to change productively and handle other tasks as assigned.

City Manager _____

Date _____



UTILITY BILLING SUPERVISOR

- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Working knowledge of spreadsheets, word processing, database, and accounting software.
- Must be able to come to work promptly and regularly.
- Must have and keep valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Manages the Utility Billing Clerk and Customer Services Representative(s) of the Utility Billing Division.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Associate's degree (A.A.) or equivalent in Accounting from a two-year college or technical school and six (6) years related experience; or ten (10) years related experience and/or training; or equivalent combination of education and experience. Proficient in the use of Microsoft Excel, Microsoft Word and accounting software programs.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



UTILITY BILLING CLERK

Department: Finance Department
Reports To: Utility Billing Supervisor
Competitive (Y/N): N

Pay Grade: 12 (Schedule 2080)
Exempt (Y/N): Y

SUMMARY:

Duties for this position include processing data from meter books, computing charges for services and processing service requests from citizens/customers in accordance with well established procedures. Instructions and close supervision are received at the beginning of work, although work is expected to be performed more independently and the exercise of initiative, independent judgement and discretion is expected as experience is gained. Work is reviewed by managers and evaluated on the basis of accuracy and the quality of service rendered to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Computes or verifies bills showing pertinent information such as due date, amount due and cut off information. Prints and mails bills on a scheduled basis as prescribed.
- Assists customers daily with miscellaneous account inquiries, rereads, adjustments and work orders.
- Processes and posts information to accounting software such as but not limited to: adjustments, payment agreements, new services, disconnects, payments, return checks, charges, account changes, work requests, etc.
- Examines meter reading entries to detect abnormal metering information; compares pas consumption patterns and other known conditions to determine action required; contacts customers to obtain additional information if necessary; orders reread or investigation as necessary.
- Provides meter location information by street address, physical location and meter route book; assists in maintaining route and meter maps.
- Researches and compiles account histories of consumption patterns, past service calls, and similar information to assist in resolving disputed billing or service maintenance inquiries.
- Performs clerical duties on a daily basis such as filing, copying, faxing, etc.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of English, spelling, punctuation, grammar and arithmetic.
- Ability to post entries from supporting documents and perform mathematical computation rapidly and accurately.
- Ability to communicate effectively in English both orally and in writing.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others
- Ability to react to change productively and to handle other tasks as assigned.
- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Must be able to come to work promptly and regularly.
- Must maintain a valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

Oversees and supervises the Customer Service Representative(s) of the Utility Billing Division.



UTILITY BILLING CLERK

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or (GED) equivalent. Two (2) years related experience in general clerical work and customer service is preferred. An Associate's degree (A.A.) may be substituted for work experience. Must be proficient in Microsoft Office Suite.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (RULE 4, SECTION 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



CUSTOMER SERVICE REPRESENTATIVE

Department: Finance Department
Reports To: Utility Billing Clerk
Competitive (Y/N): Y

Pay Grade: 8 (Schedule 2080)
Exempt (Y/N): N

SUMMARY:

Duties for this position include processing payments, adjustments, charges and service requests for citizens and customers in the utility department in accordance with well established procedures. Instructions and close supervision are received at the beginning of work, although work is expected to be performed more independently and the exercise of initiative, independent judgement and discretion is expected as experience is gained. Work is reviewed by managers and evaluated on the basis of accuracy and the quality of service rendered to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Computes and calculates for utilities fees/charges on a daily basis.
- Processes payments for utilities received in person, mail, night deposit, credit card, electronic transfer, or other transactions on a daily basis.
- Compiles, sorts, verifies, prepares, locates and files documents on a daily basis.
- Reviews/prepares information to verify accuracy and conformity of established procedures prior to processing information.
- Processes/posts information to accounting software such as but not limited to: adjustments, agreements, new services, disconnects, payments, return checks, charges, account changes, work requests, etc.
- Reconciles accounts/sub-accounts for accuracy and conformity and makes needed corrections.
- Assists with audits/auditors as needed such as making copies, reconciling accounts, retrieving documentation and filing documents upon completion.
- Performs clerical duties on a daily basis such as filing, copying, faxing, etc.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

- Knowledge of English, spelling, punctuation, grammar and arithmetic.
- Ability to communicate effectively in English both orally and in writing.
- Ability to handle cash transactions, issue receipts and balance deposits.
- Ability to concentrate, perform accurately and work under stress of deadlines.
- Ability to meet and deal with people tactfully and courteously.
- Ability to take direction and work well with others
- Ability to react to change productively and to handle other tasks as assigned.
- Skilled in operation of computers, calculators, typewriters, fax machines, copier, and other office machines.
- Must be able to come to work promptly and regularly.
- Must maintain a valid Mississippi vehicle operator's license.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

City Manager _____

Date _____



CUSTOMER SERVICE REPRESENTATIVE

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in a clerical office setting. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is largely a sedentary role; however, some filing is required which would require the ability to lift files, open filing cabinets and bend or stand as necessary.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or (GED) equivalent. Two (2) years experience in general clerical work and customer service. An Associate's degree (A.A.) may be substituted for work experience. Must be proficient in Microsoft Office Suite.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (RULE 4, SECTION 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.



CODE ENFORCEMENT OFFICER

Department:	Planning Department	Pay Grade:	\$15.00 hr. PT
Reports To:	Planning Director	Exempt (Y/N):	N
Competitive (Y/N):	N		

SUMMARY:

This is part-time work involving the supervision, assignment, review and participation of the enforcement of various City regulations governing an assortment of land use activities. Such regulations are contained in the City's Zoning Ordinances, the Subdivision Regulations, the Wetland Ordinances, Animal Control ordinances, and associated State laws and City ordinances governing the establishment and operations of businesses; and other work as required.

Work involves the enforcement of City ordinances and related codes relative to care of premises and property, the clearing of land, improper use of public properties and rights of way, unauthorized establishment and operation of businesses, requirements for permitting in construction projects and other evaluations and or investigations as assigned. The employee will investigate complaints, document circumstances, and, working under the supervision and coordination of the Planning Director, issue citations or letters of compliance where necessary and follow up on non-compliance matters. Employee is expected to exercise sound judgment in evaluating suspected violations and must be able to deal with the public in a composed and professional manner.

The employee will be required to appear in Municipal or other courts as a means of enforcing or otherwise adjudicating violations or suspected violations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Patrols the City to detect code or ordinance violations or responds to complaints.
- Identifies weeded and overgrown lots, abandoned vehicles, junk, trash and other observed code or ordinance violations.
- Locates owners of property using tax rolls, maps and courthouse records.
- Sends out violation notices and establishes time limits for compliance.
- Issues summons or files complaints to ensure compliance with applicable codes and make municipal court appearances to present cases.
- Prepares items for City Council agenda and appears before council to present cases.
- Conducts follow-up investigations to ensure corrective measures are taken for all noncompliance.
- Compose routine memos, letters, legal forms, notices, and other material required for efficient job performance and code compliance.
- Verifies the work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.
- Responds to citizen complaints by phone, through the mail, via email, and in person regarding enforcement procedures, ordinances and supervised employees.
- Keeps records on all inspections made.
- Makes daily reports to the Planning Director.
- Performs other duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Ability to assign functions and activities.
- Supervise, organize, and review the work of assigned staff.



CODE ENFORCEMENT OFFICER

- General working knowledge of laws and ordinances that will govern the above referenced enforcement responsibilities.
- Basic working knowledge of personal computers and word processing software.
- Knowledge of city streets.
- Ability to detect code and ordinance violations and determine appropriate remedial actions.
- Ability to enforce regulations with firmness, tact, and impartiality.
- Ability to communicate both orally and in writing; and must possess the ability to relate ordinances to the public.
- Ability to understand and follow oral and written instructions.
- Ability to react to change productively and handle other tasks as assigned.
- Must maintain a valid driver's license.

SUPERVISORY RESPONSIBILITIES:

This position has no supervisory responsibilities.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job operates in an office and field environment. Exposure to: extreme heat and humidity working outdoors; temperature swings from indoor air conditioning to outdoors; fumes and odors of gases and exhaust; dust of households; storage spaces and environment; animal and human waste; toxic chemicals and hazardous waste; dissatisfied and potentially hostile individuals. Work is performed both in the office and in the field at various residential, commercial and public buildings, as well as vacant land.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primary functions require sufficient physical ability to work in an office and field environment. Continuous sitting reaching below shoulder level, downward flexion of neck. Frequent walking, stationary standing, side-to-side turning of neck; transporting objects weighing up to 10 lbs. distances up to one mile; light grasp and finger press and pinch to manipulate office equipment, writing materials and computer keyboard. Occasional bending, stooping, squatting, climbing, reaching above and at shoulder level, kneeling, pushing/pulling, twisting at waist, upward flexion of neck; lifting objects up to 10 lbs. from below waist to above shoulder level; moderate handling and fine finger dexterity to manipulate equipment; power grasp to handle equipment and materials; twisting wrist to manipulate tools. Infrequent crawling, balancing above ground; lifting objects weighing 11 – 25 lbs. from below waist to above shoulder level and transporting distances of up to one mile; lifting objects weighing 26-50 lbs. from below waist to chest level; lifting objects weighing 51-75 lbs. from below waist to waist level; transporting objects weighing 26 – 50 lbs. distances of up to two feet; upper body strength to lift/pull body weight up into an attic or over a fence.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

High School diploma or acceptable equivalent and five (5) years of related experience.

REQUIRED LICENSES AND CERTIFICATES:

Must maintain a valid driver's license.

CIVIL SERVICE MINIMUM QUALIFICATIONS: (Rule 4, Section 4.2)

For minimum qualifications established by the Mississippi Code, see Section 21-31-15.

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

ORDER NUMBER 183-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached amendment to the Contract between the City of Gautier, Mississippi and the Gautier Firefighters Association, Local 3290 of International Association of Firefighters, A.F.L.-C.I.O.-C.L.C. 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 **Councilman Martin** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**AMENDMENT TO CONTRACT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND THE GAUTIER FIREFIGHTERS ASSOCIATION, LOCAL 3290 OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L.-C.I.O.-C.L.C.**

This Amendment forever revises and amends the Contract Between the City of Gautier, Mississippi and the Gautier Firefighters Association, Local 3290 of the International Association of Firefighters, A.F.L.-C.I.O.-C.L.C. entered on the 15th day of March, 2016 between the City of Gautier (hereinafter, “the City”) and the Gautier Firefighters Association, Local 3290 (hereinafter, “the Union”) governing the relationship and contractual obligations between the parties.

I. AMENDMENTS

1. Article 28 Wages, Section B shall be deleted in its entirety. The remaining Sections shall be numbered in sequential order following the deletion.
2. The Appendix relating to Wages shall be revised to reflect that Grade 9 Uncertified Hourly ranges shall be \$10.00 to \$10.50, and the Annual ranges for these positions shall be \$24,960.00 to \$26,208.00.

No other terms in the Contract or other amendments previously adopted by the City Council will be altered in any respect.

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

Mayor, City of Gautier

Date: _____

President, Gautier Firefighters Association,
Local 3290

Date: _____

City Manager, City of Gautier

Date: _____

**FIRE DEPARTMENT
PAY RANGES (2496 HOURS)
AMENDED 09/19/2017**

GRADE 9 UNCERTIFIED

Hourly	\$10.00		\$10.50
Annual	\$24,960.00		\$26,208.00

GRADE 10 FIREFIGHTER

Hourly	\$10.75		\$18.00
Annual	\$26,832.00		\$44,928.00

GRADE 11 LIEUTENANT

Hourly	\$13.00		\$21.00
Annual	\$32,448.00		\$52,416.00

GRADE 12 CAPTAIN

Bi-Weekly	\$1,435.20		\$2,304.00
Annual	\$37,315.20		\$59,904.00

Promotions: 5% increase and place on new grade

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

ORDER NUMBER 184-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that pay adjustments allocated and approved for Administrative, Police and Fire Department personnel in the City of Gautier FY 2018 Budget are hereby authorized.

IT IS FURTHER ORDERED that said pay adjustments, excluding merit based adjustments, will be effective on the first pay cycle of October 06, 2017. The merit based adjustments budgeted per the Fire Union contract will be awarded upon receipt of appropriate documentation.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

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

RESOLUTION NUMBER 032-2017

**RESOLUTION TO ADOPT THE
MEMA DISTRICT 9 REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the City of Gautier is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Gautier desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Mayor and Council of the City of Gautier to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Mayor and Council of the City of Gautier to fulfill its obligation under Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Gautier; and

WHEREAS, the City of Gautier, in coordination with George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the Mississippi Emergency Management Agency and the Federal Emergency Management Agency have reviewed the MEMA District 9 Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Gautier hereby:

1. Adopts the MEMA District 9 Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

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

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

NAYS: **None**

ABSENT: **Cameron George**

Adopted on September 19, 2017.

Phil Torjusen
Mayor
City of Gautier

ATTEST:

Tricia L. Thigpen
Deputy City Clerk
City of Gautier

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, Gautier City Manager

From: Robert Jones, Fire Chief

Date: August 29, 2017

Subject: Resolution to adopt the MEMA District 9 Regional Hazard Mitigation Plan

REQUEST:

City Council action is requested to adopt the MEMA District 9 Regional Hazard Mitigation Plan.

BACKGROUND:

The MEMA District 9 Region is located in southern Mississippi on the Gulf Coast and includes the counties of George, Hancock, Harrison, Jackson, Pearl River, and Stone. This area is vulnerable to a wide range of natural hazards such as floods, drought, hurricanes, severe thunderstorms, and wildfires. It is also, vulnerable to human-caused hazards such as hazardous material spills. These hazards threaten the life and safety of residents in the MEMA District 9 Region and have the potential to damage or destroy both public and private property, disrupt the local economy, and impact the overall quality of life of individuals who live, work, and vacation in the MEMA District 9 Region. FEMA requires a final opportunity for public comment and an Adoption Resolution by the "Local Community".

DISCUSSION:

Natural hazards, such as hurricanes, floods, and tornadoes, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. We must consider these hazards to be legitimate and significant threats to human life, safety, and property. While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as hazard mitigation. Adoption of this plan will allow Gautier to receive final approval from FEMA, therefore making Gautier eligible for several of the disaster-related funding streams available through FEMA.

RECOMMENDATION:

Staff recommends City Council adopt the resolution approving the MEMA District 9 Regional Hazard Mitigation Plan.

ATTACHMENT:

Advertisement Flyer

Open Public Meeting Advertisement for the City of Gautier Hazard Mitigation Plan

On Tuesday September 19, 2017, the Mayor and Council of the City of Gautier, Mississippi will hold a meeting to adopt the MEMA District 9 Regional Hazard Mitigation Plan which includes the City of Gautier, as well as George, Hancock, Harrison, Jackson, Pearl River, and Stone Counties and the participating municipalities within those counties. This plan is intended to help protect the citizens of the City of Gautier and reduce risk to hazards.

The plan is available for public viewing and comment online at the following website:

<http://memad2hmp.weebly.com/>

If you have any questions or comments, they can be directed through the website.

Note: This flyer was displayed for public view and copies were made available for citizens to pick up at the following locations.

Gautier City Hall, 3330 U. S. Highway 90

Gautier Central Fire Station, 2502 College Circle

Gautier Public Library, 2100 Library Lane

Gautier Police Department, 3329 U. S. Highway 90

Gautier Water & Sewer Department, 3305 Gautier/Vancleave Road

Flyer was also posted to the City of Gautier website along with City of Gautier sponsored social media.

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

ORDINANCE NUMBER 238-2017

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF 2.97 ACRES MORE OR LESS TO I-2 INDUSTRIAL DISTRICT; GENERALLY DESCRIBED AS 2965 OLD SPANISH TRAIL INCLUDING PIDN # 82435240.080, 82435240.085, AND 82435160.055; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning is necessary. A public hearing was held before the Gautier Planning Commission on September 7, 2017, after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance, and the Commission recommended that Council deny the change for a zoning map amendment to adopt the I-2 Industrial.

SECTION 2. PROPERTY REZONED.

The property generally described as Section 35, township 7 south, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: commencing at the Southeast corner of section 35; thence North 261.77 feet to the north right-of-way of CSX Railroad; thence North 76 degrees 44 minutes West along said right-of-way 3313.74 feet to set ½" rebar at the Point of Beginning, said point also being the Southeast corner of that property described in Deed Book 642, page 11; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet to a set ½" rebar; thence North 0 degrees 18 minutes 44 seconds East 112.16 feet to a set ½" rebar; thence North 80 degrees 19 minutes 11 seconds West 1285 feet to a set ½" rebar; thence North 10 degrees 20 minutes East along a fence 363.58 feet to set rebar on the south right-of-way of Old Spanish Trail; thence South 76 degrees 44 minutes East along the south right-of-way of Old Spanish Trail 275.87 feet to a found ½" rebar; thence South 10 degrees 10 minutes 30 seconds West 475.00 feet to the point of Beginning.. Being part of that property described in Deed Book 642, page 11 and Deed Book 1713, page 577.

Also a 20 foot wide easement for ingress and egress described as follows: Commencing at the southeast corner of tract 1; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet; thence North 10 degrees 18 minutes 44 seconds East 14.45 feet to the Point of Beginning; thence North 75 degrees 50 minutes West 194.09 feet to the east right-of-way of Dolphin Drive; thence North 10 degrees 10 minutes 30 seconds East along the east right-of-way of Dolphin Drive 20.05 feet; thence South 75 degrees 50 minutes East 194.14 feet to the west line of Tract 1; thence South 10 degrees 18 minutes 44 seconds West 20.05 feet to the Point of Beginning. Jackson County Parcel No. 82435240.080, 82435240.085, AND 82435160.055 which is comprised of approximately 2.97 acres, is hereby rezoned to I-2 Industrial.

SECTION 3. FINDINGS OF FACT.

The City Council finds that the character of the surrounding area has changed to such an extent to justify rezoning AND that there is a public need for additional property to be zoned I-2 Industrial.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from C-2 Community Commercial to I-2 Industrial for property identified as Jackson County Parcel No. 82435240.080, 82435240.085, AND 82435160.055.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

Motion made by **Councilman Colledge** to approve the recommendations of the Gautier Planning Commission and deny the rezoning, seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

DENIED: **September 19, 2017**

Phil Torjusen, Mayor

ATTEST:

Tricia L. Thigpen, Deputy City Clerk

Josh Danos, City Attorney

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: September 11, 2017

Subject: Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN # 82435240.080, 82435240.085, and 82435160.055.

REQUEST:

The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of \$300 was paid on June 8, 2017. All public notice requirements have been met.

DISCUSSION:

1. Location: 2965 Old Spanish Trail. (See Exhibit A)
2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2 Community Commercial District—Purpose and Intent. The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

3. Existing Land Use: Commercial-Retail. (See Exhibit C)
4. Future Land Use: High Impact Commercial. (See Exhibit D)

DATA AND ANALYSIS

Property requested for Rezoning: PID #8243524.080, 82435240.085, and 82435160.055

Location: Ward 2

Current Zoning of the Request Property: C-2 Community Commercial

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Vacant Lot, Wooded	TC-Town Center
South	Vacant Lot	I-2 Industrial
East	Commercial, Bowling Alley	C-2 Community Commercial
West	Commercial, Cabinet Shop	C-2 Community Commercial

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Town Center
South	Industrial
East	High Impact Commercial
West	High Impact Commercial

HISTORY:

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezoning based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan. Based on the analyses of the site data, 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 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

REVIEW CRITERIA:

To determine the appropriateness of the request, the City Council shall study and consider the following criteria to determine Findings of Facts, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

STAFF RECOMMENDATION:

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

CONCLUSION AND RECOMMENDATION:

The Planning Commission recommends that City Council deny the rezoning request.

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the City Council may:

- 1. Find that the character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request **AND THEREFORE** approve the Ordinance to Rezone the subject area to I-2 Industrial District; or
- 2. Deny the Rezoning.

ATTACHMENTS:

- 1. Draft Ordinance
- 2. Staff Report as Submitted to the GPC with Back-Up
- 3. GPC Minutes Excerpt Dated September 7, 2017.
- 4. Planning Commission Packet with back-up documents.

Excerpt from September 7, 2017 GPC Meeting

REQUEST: Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bridget Booth, agent for Mississippi Lock Storage LLC. The request is to rezone 2965 Old Spanish Trail, Parcel ID# 82435240.080 and 82435240.085, and 82435160.055 from C-2, Community Commercial to I, Industrial. (GPC #17-09-RZ).

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of \$300 was paid on June 8, 2017. All public notice requirements have been met.

The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezoning based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan. Based on the analyses of the site data, 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 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

After a brief discussion, the following motion was made:

Chairman Dailey made the motion to deny the rezoning based on the fact that the character of the area has not changed and there is no demonstration of a public need for additional property to be zoned I, Industrial. **Commissioner Hunter** seconded the motion and the following vote was recorded:

AYES: **Larry Dailey**
 Jimmy Green
 Paul Gainer
 Kay C. Jamison
 James Lee
 John Hunter

NAYS: **None**

ABSENT: **Christopher Scruggs**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 07, 2017

Rezoning

VII. NEW BUSINESS

1. Amendment of the Official Zoning Map of the City of Gautier, Mississippi by Bridget Booth, agent for Mississippi Lock Storage LLC. The request is to rezone 2965 Old Spanish Trail, Parcel ID #'s 82435240.080, and 82435240.085, and 82435160.055 from C-2, Community Commercial to I, Industrial. (GPC # 17-09-RZ)

EXHIBIT E



GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director/Building Official

Date: August 9, 2017

Subject: Consideration of a Property Owner Initiated Rezoning of Property from a C-2 Community Commercial to an I-2 Industrial District located at 2965 Old Spanish Trail consisting of PIDN # 82435240.080, 82435240.085, and 82435160.055.

REQUEST:

The Planning Department has received a request from Bridget Booth, agent for Mississippi Lock Storage LLC for a Rezoning of property generally described as 2965 Old Spanish Trail from a C-2 Community Commercial to an I-2 Industrial District. The request for the rezoning consists of approximately 2.97 acres and includes PIDN# 82435240.080, 82435240.085, and 82435160.055. The application fee of \$300 was paid on June 8, 2017. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: 2965 Old Spanish Trail. (See Exhibit A)
2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

*UDO 5.3.8 C-2 Community Commercial District—Purpose and Intent.
The purpose and intent of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along*

transportation collectors such as Gautier Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

3. Existing Land Use: Commercial-Retail. (See Exhibit C)

4. Future Land Use: High Impact Commercial. (See Exhibit D)

DATA AND ANALYSIS:

Property requested for Rezoning: PID #8243524.080, 82435240.085, and 82435160.055

Location: Ward 2

Current Zoning of the Request Property: C-2 Community Commercial

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Vacant Lot, Wooded	TC-Town Center
South	Vacant Lot	I-2 Industrial
East	Commercial, Bowling Alley	C-2 Community Commercial
West	Commercial, Cabinet Shop	C-2 Community Commercial

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Town Center
South	Industrial
East	High Impact Commercial
West	High Impact Commercial

HISTORY:

Prior to 2011, the Request Property was zoned I-2 Industrial. In 2011, the City initiated a Comprehensive Re-Zoning of many parcels along Old Spanish Trail. The request property was included in this City initiated Comprehensive Re-zoning. In 2011, the Planning Commission directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. Based on Staff's recommendations at that time, the Planning Commission's findings were that the subject area was not in accordance with the Comprehensive Plan, that there was a need for additional lands in the City to be designated C-2 Community Commercial to implement the Comprehensive Plan's High Impact Commercial land use, and that scattered existing uses were inharmonious with the character of the current zoning and to the

2009 Comprehensive Plan. Based on the analyses of the site data, 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 4.16 of the Unified Development Ordinance, the City Council approved the Rezoning of the subject area to C-2 Community Commercial.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and recommend Findings of Facts, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

Staff finds that the property was re-zoned in 2011 from I-2 Industrial to C-2 Community Commercial, thus eliminating a mistake in the original zoning as criteria for rezoning the subject property. Furthermore Staff finds very little change in the character of the surrounding area based on the study of prior land uses and current land uses of the subject property and surrounding properties.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

- 1. Recommend that City Council approve to Rezone the subject area to I-2 Industrial; or
- 2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

Exhibit 1 – Applicant’s Application

Exhibit 2 – Ordinance, Planning Commission and Council Reports with supporting documentation from 2011 Rezoning

Exhibit A – Location Map

Exhibit B – Existing Zoning Map

Exhibit C – Existing Land Use Map

Exhibit D – Future Land Use Map

Exhibit E – Updated Parcel Information (Jackson County)

GPC# 17-09-RZ

Bridget Booth
Gautier Lock Storage
2965 Old Spanish Trail
Gautier MS 39553

(228) 497-0777
gautierlockstorage@gmail.com

8 June, 2017

Planning and Building Department

Enclosure: Deed with map, fee, application

To whom it may concern:

I am acting as an agent on behalf of Mississippi Lock Storage LLC, dba Gautier Lock Storage. We are requesting a zoning change for the property at 2965 Old Spanish Trail from the current designation of C-2 to I-2.

The I-2 zoning has been applied to the property in the past. It would also bring the property in-line with the other industrial sites that surround it (i.e. Vulcan Materials, Waste Oil Collectors). It would also increase the likelihood that we can find tenants for whom the warehouses on the southern part of the property will be appropriate. As the property is zoned now, the warehouses are exceedingly difficult to lease, which is resulting in a loss of revenue for our business.

We are seeking a Zoning Map Change for the above property. Both criteria outlined in UDO§4.15.3(A) and UDO§4.15.3(B) apply to 2965 Old Spanish Trail. The property was zoned incorrectly, in a manner that runs counter to the original intent of the existing structures. As the property is currently zoned, it also fails to fit the character of the other businesses that line Old Spanish Trail.

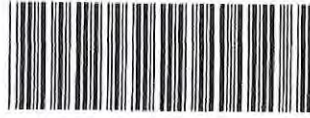
Resolving this issue is for the benefit of all parties. We will be able to collect income from potential warehouse tenants. The city will have a larger business tax base, as new rental space will be made available.

Looking forward,



Bridget Booth
Property Manager, Gautier Lock Storage

15
OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$12.00
#201701693 BK: 1840 PG: 734-748
02/03/2017 10:12:40 AM 15 PGS
RVANHORN, DC Rcpt#2066



201701693 15 PGS

INDEXING INSTRUCTIONS: *See Exhibit "A" 35-7-7*

Prepared By:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

Return to:
Andy J. Alfonso, III
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2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned

John M. Hendley
2965 Old Spanish Trail, Gautier, MS 39553

*3200 Dolphin Dr. Gulfport MS
228-860-9505 39553*

does hereby sell, convey and warranty unto

Mississippi Lock Storage, LLC, a Utah Limited Liability Company (a 63.8989% undivided interest), and The Janis O. Sterret Trust, dated August 23, 1999 (a 36.1011% undivided interest)
724 West 500 South, #800, West Bountiful, UT 84087
(801) 0292-1400

as tenants in common the land and property situated in the County of Jackson, State of Mississippi, described as follows, to-wit:

See Exhibit "A"

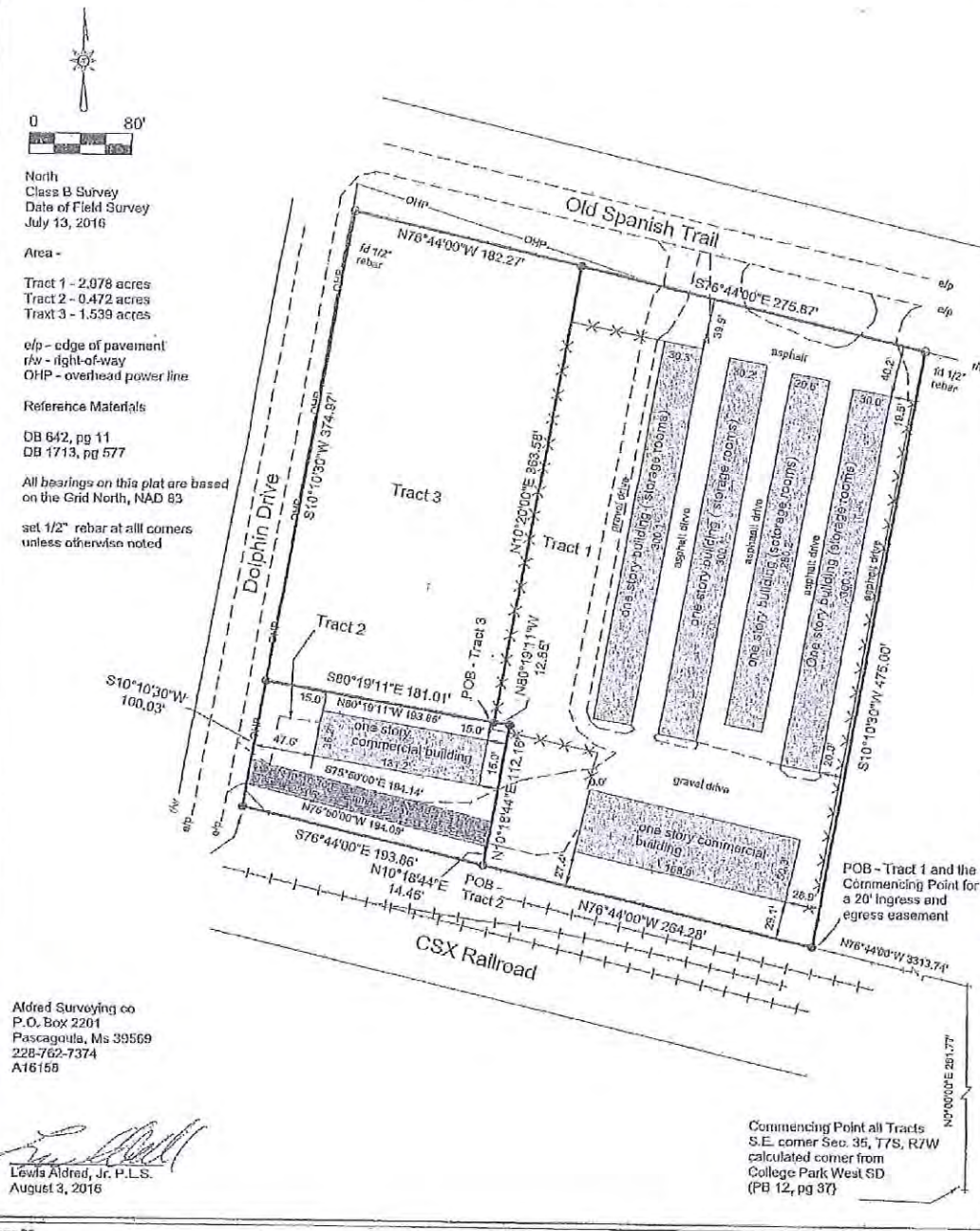
Tract 1

Description: A tract of land situated in Section 35, Township 7 South, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southeast corner of Section 35; thence North 261.77 feet to the north right-of-way of the CSX Railroad, thence North 76 Degrees 44 minutes West along said right-of-way 3313.74 feet to set 1/2" rebar at the Point of Beginning, said point also being the Southeast corner of that property described in Deed Book 642, page 11; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet to a set 1/2" rebar; thence North 80 degrees 19 minutes 11 seconds West 12.85 feet to a set 1/2" rebar; thence North 10 degrees 20 minutes East along a fence 363.58 feet to a set rebar on the south right-of-way of Old Spanish Trail; thence South 76 degrees 44 minutes East along the south right-of-way of Old Spanish Trail 275.87 feet to a found 1/2" rebar; thence South 10 degrees 10 minutes 30 seconds West 475.00 feet to the Point of Beginning. Being part of that property described in Deed Book 642, page 11 and Deed Book 1713, page 577.

Also a 20 foot wide easement for ingress and egress described as follows: Commencing at the southeast corner of Tract 1; thence North 76 degrees 44 minutes West along the north right-of-way of the CSX Railroad 264.28 feet; thence North 10 degrees 18 minutes 44 seconds East 14.45 feet to the Point of Beginning; thence North 75 degrees 50 minutes West 194.09 feet to the east right-of-way of Dolphin Drive; thence North 10 degrees 10 minutes 30 seconds East along the east right-of-way of Dolphin Drive 20.05 feet; thence South 75 degrees 50 minutes East 194.14 feet to the west line of Tract 1; thence South 10 degrees 18 minutes 44 seconds West 20.05 feet to the point of Beginning.

This property is located in Flood Zone X according to Flood Insurance Rate Map #28059C 0319 G, Revised March 16, 2009

EXHIBIT "A" - LEGAL DESCRIPTION



As a party to the property deed, I consent to the rezoning application. I also authorize Bridget Booth as an agent to proceed with this process.

Marcus Smoot
Print Name

[Signature]
Signature

6-8-17
Date

MORRIS R. STERETT
Print Name

[Signature]
Signature

6-8-2017
Date

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

ORDINANCE NUMBER 196-2011

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE COMPREHENSIVE REZONING OF ±120.18 ACRES MORE OR LESS TO C-2 COMMUNITY COMMERCIAL; GENERALLY DESCRIBED AS PROPERTIES SOUTH OF OLD SPANISH TRAIL, NORTH OF THE RAILROAD TRACKS, EAST OF LADNIER ROAD APPROXIMATELY 1107 FEET AND WEST OF BEASLEY ROAD APPROXIMATELY 1046 FEET, EXCLUDING THE PROPERTY GENERALLY KNOWN AS MALLETTE BROTHERS CONSTRUCTION; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a comprehensive rezoning is necessary to implement the City's Comprehensive Plan adopted the 16th day of June 2009. A public hearing was held before the Gautier Planning Commission on April 7, 2011, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the C-2 Community Commercial District. The City Council has conducted a public hearing on April 19, 2011 after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance. The requested rezoning is consistent with the City's Comprehensive Plan.

SECTION 2. PROPERTY REZONED.

The property generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction, is hereby rezoned to C-2 Community Commercial District.

SECTION 3. FINDINGS OF FACT.

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that the location of a construction office, a church, a landscaping business and several homes is inharmonious with the character of the current

Gautier Planning Commission

Regular Meeting Agenda

April 7, 2011

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A COMPREHENSIVE REZONING OF PROPERTIES TO
C-2 COMMUNITY COMMERCIAL (STAFF) GPC CASE #11-08-RZ

Synopsis: This is a city-initiated comprehensive rezoning of properties to C-2 Community Commercial. The properties are generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladrone Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

QUASI-JUDICIAL PROCEDURES

COPY

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 Council, 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 Council, 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. Council makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

COPY

**CITY OF GAUTIER
STAFF REPORT**

To: Gautier Planning Commission Chairperson and Members

From: Babs Logan, Planning Technician

Thru: Samantha D. Abell, Planning and Economic Development Director

Date: March 30, 2011

Subject: Consideration of a City-Initiated Comprehensive Rezoning of Properties Comprising ±120.18 Acres to C-2 Community Commercial.

REQUEST:

The Planning Commission has directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. The purpose of this city-initiated rezoning is to rezone lands along Old Spanish Trail that have been zoned Industrial, and a few parcels that have been zoned R-1, since before the City's 2002 annexation to C-2 Community Commercial. The Comprehensive Plan adopted by the City in 2009 designates part of this area as high impact commercial. The area to be rezoned is located south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

BACKGROUND:

Section 4.16 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a comprehensive rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change and the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan. The GPC shall include in its recommendation to the City Council findings and any information which it deems is relevant to issues relating to the proposed rezoning.

Following a March 23rd advertised public hearing by the GPC on April 7th, the Ordinance to amend the City's Official Zoning Map will be considered for approval by the City Council on April 19th.

DISCUSSION:

The Comprehensive Plan's Future Land Use Element establishes the general land use designation for High Impact Commercial thus:

High Impact Commercial—Areas that cater to vehicular traffic, contain larger buildings and have a greater impact on adjacent areas. Retail stores in these areas offer a wider range of goods than a low-impact center and serve the entire community. They may include big box and strip retail centers, restaurants, fast food and/or office uses. High impact commercial areas require infrastructure to support heavy traffic and should be located near intersections of arterial streets on major thoroughfares. High impact commercial centers may be located adjacent to regional centers or one to two miles apart. They are not appropriate within residential areas but may exist as a commercial corridor where the design of such a center complements or enhances the function of the roadway and adjacent areas. The Lowe's Home Store is an example of a high impact commercial area.

The C-2 Community Commercial district is described in the UDO thus:

5.3.8 C-2 Community Commercial District

Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vanceleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

The table on page 5 shows the density and intensity for the C-2 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	ACREAGE
82434043.000	WASTE OIL COLLECTOR'S INC	OLD SPANISH TR GAUTIER	0.60
82434045.000	WASTE OIL COLLECTORS INC	3817 OLD SPANISH TR GAUTIER	3.68
82434040.000	YOUNG DON GRAY & ELSIE ROSE	OLD SPANISH TR GAUTIER	1.50
82434041.000	MCVEAY RILEY J & DIMPLE R	3809 OLD SPANISH TR GAUTIER	1.50
82434037.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TR GAUTIER	0.91

82434038.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TRAI GAUTIER	0.73
82434036.000	CUMBEST RUTH	3721 OLD SPANISH TR GAUTIER	4.00
82434035.000	WALKER EVELYNE MARIE	OLD SPANISH TR GAUTIER	7.00
82434039.000	PIERCE JOSEPH D & CAROLYN F	3803 OLD SPANISH TR GAUTIER	0.57
82435240.160	BATTLE TED M	3109 OLD SPANISH TR GAUTIER	3.40
82435240.100	HOLBERT CHARLES R	OLD SPANISH TRAIL GAUTIER	5.00
82435240.125	NGUYEN TONY & CA NGO	OLD SPANISH TR GAUTIER	9.92
82435240.050	SINGING RIVER BAPTIST CHURCH	OLD SPANISH TR GAUTIER	2.18
82435240.075	HENDLEY JOHN M	2965 OLD SPANISH TRAIL GAUTIER	5.00
82434034.000	LONG STEPHANIE PADGETT	3521 OLD SPANISH TR GAUTIER	0.87
82434031.000	OSBORN CHARLOTTE R	3501 OLD SPANISH TRAIL GAUTIER	4.67
82434030.000	FREEMAN ROYCE E	OLD SPANISH TR GAUTIER	4.53
82435210.000	CUMMINS MAYRON I & FANNIE	3329 OLD SPANISH TR GAUTIER	0.88
82435180.000	STEVENSON BETSY ROSS	HAKES RD GAUTIER	0.32
82435220.000	DISMISS HOLDINGS INC	OLD SPANISH TRAIL GAUTIER	5.00
82435170.000	MERRILL MICHAEL	3312 HAKES RD GAUTIER	0.32
82435240.170	GARRETT WILLIAM C	OLD SPANISH TRAIL GAUTIER	3.00
82435210.050	STEELE JANIE L C	3305 HAKES RD GAUTIER	0.52
82435200.000	BALIUS DONALD EUGENE & DOROTHY	3308 HAKES RD GAUTIER	0.32
82435210.025	RATLIFF MONA FAYE C SELF	3301 HAKES RD GAUTIER	0.60
82435190.000	JOHNSON BARBARA A	HAKES RD GAUTIER	0.58
82435240.130	MISSJACK COMPANY	OLD SPANISH TR GAUTIER	3.81
82436070.000	WEILBACHER ARMAND E & DORIS H	LADNIER RD GAUTIER	12.65
82436075.080	SCI MISSISSIPPI FUNERAL	3920 LADNIER RD GAUTIER	1.41
82436080.000	COLUMBIA VENTURES	OLD SPANISH TR GAUTIER	17.20
82436090.000	HANS JOE & JANE EDWARDS	OLD SPANISH TRAIL GAUTIER	10.00
82436075.150	SCI MISSISSIPPI FUNERAL	LADNIER RD GAUTIER	0.42
82436075.155	TROTTER ERICK JOHN & CYNTHIA L	3208 LADNIER RD GAUTIER	0.33
82436075.052	TAYLOR BOBBIE J	3204 LADNIER RD GAUTIER	0.30
82436075.050	SAXTON ETTA L &	3204 LADNIER RD GAUTIER	0.30
82436075.070	HUTCHENS STACY D	3124 LADNIER GAUTIER	0.71
82436075.100	CLARK MCKINLEY R	3002 LADNIER RD GAUTIER	2.55
82436070.100	SHIELDS STANLEY	3101 LADNIER RD GAUTIER	0.34
82436075.110	WOOD ROBERT L JR	LADNIER RD	1.50
82436072.000	HUYNH JOESEPH	LADNIER RD GAUTIER	1.06
			total 120.18

Location: Wards 1, 2 & 3

Current Zoning of the Request Property: I-2 Industrial & R-1 Low Density Residential; several parcels that front on Ladnier Road are currently zoned C-2 and the zoning will remain the same.

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Commercial, Multi-family Residential, Civic, Vacant	TCMU Town Center Mixed Use, C-3 Highway Commercial
South	Vacant, Recreation, Single Family Residential	PUD Planned Unit Development, I-2 Industrial, MURC-1 Mixed Use Recreation Commercial-1
East	Single Family Residential	R-1 Low Density Residential
West	Industrial	I-2 Industrial

Comprehensive Plan Land Use Designation: The subject properties are designated High Impact Commercial and Industrial.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Town Center, High Density Residential
South	Recreational, Medium Density Residential, Industrial, High Impact Commercial
East	Low Density Residential
West	Industrial

Proposed Zoning: C-2 Community Commercial

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			Tier 1	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
R-1	9,600	80	35	---	---	25/35	10/25/35	25	---	---	---	---	---	---	25	---	---
TCMU	43,560 total 2,400	40	30	55	75	25/0/80	0/15/35	0/35	18	24	36	4.0	4.5	5.0	0/90	30	30
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85

REVIEW CRITERIA:

The Commission, in its report and recommendation to the City Council on the appropriateness of the request, should study and consider the following criteria and recommend whether or not each is met, if applicable. Staff has recommended findings for the GPC's consideration.

- A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan.

Staff finds that the existing zoning is not in accordance with the Comprehensive Plan in that the Plan re-designates parcels within the subject area to High Impact Commercial. The rezoning of this area will place the Official Zoning Map in further compliance with the Plan.

- B. The need for additional land in the City having the same zoning classification as the one proposed.

Staff finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for a transitional commercial corridor on Old Spanish Trail at high-traffic intersections. The C-2 corridor will be located south of TCMU with residential to both sides.

- C. A substantial change in the land use character of the surrounding area that justifies the change in zoning.

Staff finds that the area to be rezoned has scattered existing zoning offering no cohesion for growth. There are several residential homes, an

asphalt company, a landscaping company, a church, etc. located on parcels within the subject area currently zoned Industrial. A C-2 zoning allows for a viable commercial corridor of compatible uses appropriate near residences and more intensive industry.

FINDINGS / APPROPRIATENESS OF THE REQUEST:

Based on Staff's recommendation that the GPC forward a favorable recommendation to City Council, the Commission must find the following:

C-2 Community Commercial:

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that scattered existing uses are inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area.

CONCLUSION AND RECOMMENDATION:

Based on the analysis of the site data, 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 4.16 of the Unified Development Ordinance, the Commission may:

1. Recommend that City Council approve the Ordinance to Comprehensively Rezone the subject area to C-2 Community Commercial; or
2. Recommend that City Council deny the Comprehensive Rezoning.

ATTACHMENTS:

Ordinance

Map Exhibits A-E

**CITY OF GAUTIER
STAFF REPORT**

COPY

To: Sidney Runnels, Gautier City Manager

From: Babs Logan, Planning Technician

Thru: Samantha D. Abell, Planning and Economic Development Director

Date: April 11, 2011

Subject: Consideration of a City-Initiated Comprehensive Rezoning of Properties Comprising ±120.18 Acres to C-2 Community Commercial.

REQUEST:

The Planning Commission has directed Staff to begin implementing comprehensive rezonings based on the Comprehensive Plan's land use designations. The purpose of this city-initiated rezoning is to rezone lands along Old Spanish Trail that have been zoned Industrial, and a few parcels that have been zoned R-1, since before the City's 2002 annexation to C-2 Community Commercial. The Comprehensive Plan adopted by the City in 2009 designates part of this area as high impact commercial. The area to be rezoned is located south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction.

At an advertised public hearing on April 7th, the Planning Commission recommended approval of the attached Ordinance to City Council, who has final authority for adoption. Additional rezonings to implement the Comprehensive Plan are necessary and will be considered by the Council after recommendation by the Planning Commission.

BACKGROUND:

Section 4.16 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a comprehensive rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change and the relationship of the proposed change to the goals, objectives and policies of the Comprehensive Plan. The GPC shall include in its recommendation to the City Council findings and any information which it deems is relevant to issues relating to the proposed rezoning.

DISCUSSION:

The Comprehensive Plan's Future Land Use Element establishes the general land use designation for High Impact Commercial thus:

High Impact Commercial—Areas that cater to vehicular traffic, contain larger buildings and have a greater impact on adjacent areas. Retail stores in these areas offer a wider range of goods than a low-impact center and serve the entire community. They may include big box and strip retail centers, restaurants, fast food and/or office uses. High impact commercial areas require infrastructure to support heavy traffic and should be located near intersections of arterial streets on major thoroughfares. High impact commercial centers may be located adjacent to regional centers or one to two miles apart. They are not appropriate within residential areas but may exist as a commercial corridor where the design of such a center complements or enhances the function of the roadway and adjacent areas. The Lowe's Home Store is an example of a high impact commercial area.

The C-2 Community Commercial district is described in the UDO thus:

5.3.8 C-2 Community Commercial District

Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

The table on page 5 shows the density and intensity for the C-2 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	ACREAGE
82434043.000	WASTE OIL COLLECTOR'S INC	OLD SPANISH TR GAUTIER	0.60
82434045.000	WASTE OIL COLLECTORS INC	3817 OLD SPANISH TR GAUTIER	3.68
82434040.000	YOUNG DON GRAY & ELSIE ROSE	OLD SPANISH TR GAUTIER	1.50
82434041.000	MCVEAY RILEY J & DIMPLE R	3809 OLD SPANISH TR GAUTIER	1.50
82434037.000	VETERANS OF FOREIGN	3803 OLD SPANISH TR GAUTIER	0.91

	WARS		
82434038.000	VETERANS OF FOREIGN WARS	3803 OLD SPANISH TRAIL GAUTIER	0.73
82434036.000	CUMBEST RUTH	3721 OLD SPANISH TRAIL GAUTIER	4.00
82434035.000	WALKER EVELYNE MARIE	OLD SPANISH TRAIL GAUTIER	7.00
82434039.000	PIERCE JOSEPH D & CAROLYN F	3803 OLD SPANISH TRAIL GAUTIER	0.57
82435240.160	BATTLE TED M	3109 OLD SPANISH TRAIL GAUTIER	3.40
82435240.100	HOLBERT CHARLES R	OLD SPANISH TRAIL GAUTIER	5.00
82435240.125	NGUYEN TONY & CA NGO	OLD SPANISH TRAIL GAUTIER	9.92
82435240.050	SINGING RIVER BAPTIST CHURCH	OLD SPANISH TRAIL GAUTIER	2.18
82435240.075	HENDLEY JOHN M	2965 OLD SPANISH TRAIL GAUTIER	5.00
82434034.000	LONG STEPHANIE PADGETT	3521 OLD SPANISH TRAIL GAUTIER	0.87
82434031.000	OSBORN CHARLOTTE R	3501 OLD SPANISH TRAIL GAUTIER	4.67
82434030.000	FREEMAN ROYCE E	OLD SPANISH TRAIL GAUTIER	4.53
82435210.000	CUMMINS MAYRON I & FANNIE	3329 OLD SPANISH TRAIL GAUTIER	0.88
82435180.000	STEVENSON BETSY ROSS	HAKES RD GAUTIER	0.32
82435220.000	DISMISS HOLDINGS INC	OLD SPANISH TRAIL GAUTIER	5.00
82435170.000	MERRILL MICHAEL	3312 HAKES RD GAUTIER	0.32
82435240.170	GARRETT WILLIAM C	OLD SPANISH TRAIL GAUTIER	3.00
82435210.050	STEELE JANIE L C	3305 HAKES RD GAUTIER	0.52
82435200.000	BALIUS DONALD EUGENE & DOROTHY	3308 HAKES RD GAUTIER	0.32
82435210.025	RATLIFF MONA FAYE C SELF	3301 HAKES RD GAUTIER	0.60
82435190.000	JOHNSON BARBARA A	HAKES RD GAUTIER	0.58
82435240.130	MISSJACK COMPANY	OLD SPANISH TRAIL GAUTIER	3.81
82436070.000	WEILBACHER ARMAND E & DORIS H	LADNIER RD GAUTIER	12.65
82436075.080	SCI MISSISSIPPI FUNERAL	3920 LADNIER RD GAUTIER	1.41
82436080.000	COLUMBIA VENTURES	OLD SPANISH TRAIL GAUTIER	17.20
82436090.000	HANS JOE & JANE EDWARDS	OLD SPANISH TRAIL GAUTIER	10.00
82436075.150	SCI MISSISSIPPI FUNERAL	LADNIER RD GAUTIER	0.42
82436075.155	TROTTER ERICK JOHN & CYNTHIA L	3208 LADNIER RD GAUTIER	0.33
82436075.052	TAYLOR BOBBIE J	3204 LADNIER RD GAUTIER	0.30
82436075.050	SAXTON ETTA L &	3204 LADNIER RD GAUTIER	0.30
82436075.070	HUTCHENS STACY D	3124 LADNIER RD GAUTIER	0.71
82436075.100	CLARK MCKINLEY R	3002 LADNIER RD GAUTIER	2.55
82436070.100	SHIELDS STANLEY	3101 LADNIER RD GAUTIER	0.34
82436075.110	WOOD ROBERT L JR	LADNIER RD	1.50
82436072.000	HUYNH JOSEPH	LADNIER RD GAUTIER	1.06
			total 120.18

Location: Wards 1, 2 & 3

Current Zoning of the Request Property: I-2 Industrial & R-1 Low Density Residential; several parcels that front on Ladnier Road are currently zoned C-2 and the zoning will remain the same.

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Commercial, Multi-family Residential, Civic, Vacant	TCMU Town Center Mixed Use, C-3 Highway Commercial
South	Vacant, Recreation, Single Family Residential	PUD Planned Unit Development, I-2 Industrial, MURC-1 Mixed Use Recreation Commercial-1
East	Single Family Residential	R-1 Low Density Residential
West	Industrial	I-2 Industrial

Comprehensive Plan Land Use Designation: The subject properties are designated High Impact Commercial and Industrial.

Surrounding Future Land Use Map (FLUM) designations:

	FLUM Designation
North	Town Center, High Density Residential
South	Recreational, Medium Density Residential, Industrial, High Impact Commercial
East	Low Density Residential
West	Industrial

Proposed Zoning: C-2 Community Commercial

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			Tier 1	Tier 2	Tier 3	Front	Side	Rear	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
R-1	9,600	80	35	---	---	25/35	10/25/35	25	---	---	---	---	---	---	25	---	---
TCMU	43,560 total 2,400	40	30	55	75	25/0/80	0/15/35	0/35	18	24	36	4.0	4.5	5.0	0/9/0	30	30
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85

REVIEW CRITERIA:

The Commission, in its report and recommendation to the City Council on the appropriateness of the request, should study and consider the following criteria and recommend whether or not each is met, if applicable. Staff has recommended findings for the GPC's consideration.

- A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan.

Staff finds that the existing zoning is not in accordance with the Comprehensive Plan in that the Plan re-designates parcels within the subject area to High Impact Commercial. The rezoning of this area will place the Official Zoning Map in further compliance with the Plan.

- B. The need for additional land in the City having the same zoning classification as the one proposed.

Staff finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for a transitional commercial corridor on Old Spanish Trail at high-traffic intersections. The C-2 corridor will be located south of TCMU with residential to both sides.

- C. A substantial change in the land use character of the surrounding area that justifies the change in zoning.

Staff finds that the area to be rezoned has scattered existing zoning offering no cohesion for growth. There are several residential homes, an

asphalt company, a landscaping company, a church, etc. located on parcels within the subject area currently zoned Industrial. A C-2 zoning allows for a viable commercial corridor of compatible uses appropriate near residences and more intensive industry.

FINDINGS / APPROPRIATENESS OF THE REQUEST:

Based on the above analysis, the Planning Commission finds the following:

C-2 Community Commercial:

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that scattered existing uses are inharmonious with the character of the current zoning and to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area.

CONCLUSION AND RECOMMENDATION:

Based on the analysis of the site data, 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 4.16 of the Unified Development Ordinance, the City Council may:

1. Approve the Ordinance to Comprehensively Rezone the subject area to C-2 Community Commercial; or
2. Deny the Comprehensive Rezoning.

ATTACHMENTS:

Ordinance

Map Exhibits A-E



PUBLIC NOTICE
COMPREHENSIVE ZONING CHANGE
GPC #11-08-RZ

Public notice is hereby given that the Planning Commission for the City of Gautier will hold a public hearing in the Council chambers of the Municipal Building, 3330 Highway 90, Gautier, MS at 6:00 P.M. on Thursday, April 7, 2011 to consider the city-initiated comprehensive rezoning of properties to C-2 Community Commercial, generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet. The parcels are more particularly described by ordinance which may be viewed at the following locations:

Municipal Building. 3330 Highway 90.

Planning and Economic Development Department. Gautier-Vancleave Road.

The Economic Development/Planning Department can be reached at 228-497-8026 should you have any questions.

At the aforementioned time and place, all parties in interest shall have an opportunity to be heard.

WITNESS my hand this 21st day of March, 2011.

Samantha D. Abell
Planning and Economic Development Director

Location Map

OLD SPANISH TRAIL ZONE CHANGE

AREA 1 ZONE CHANGE TO C-2

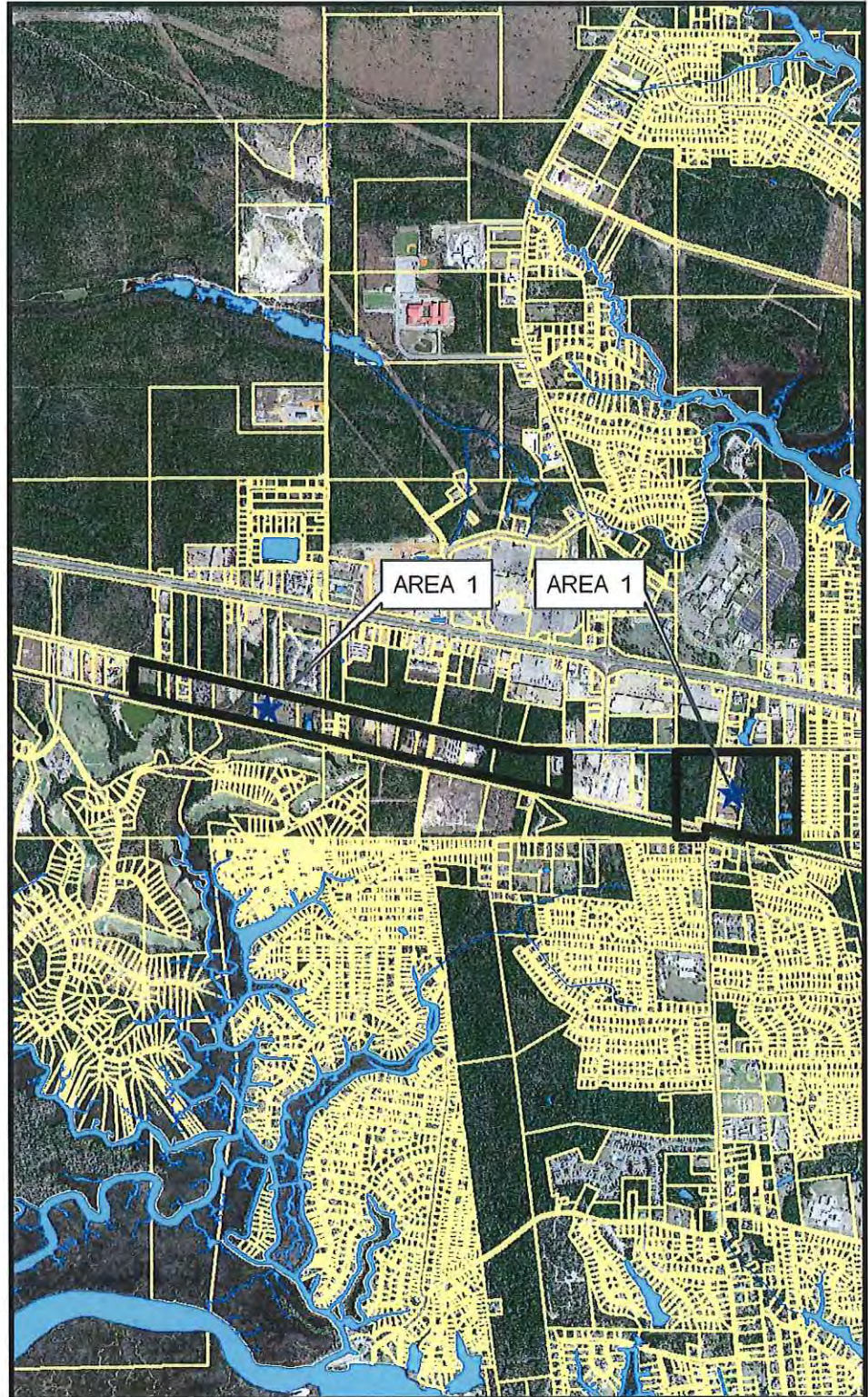
City Of Gautier
Economic Development/Planning



040800



Prepared by the
City of Gautier
GIS Division



Existing Zoning Map

City Of Gautier
Economic Development/Planning



0 40 800



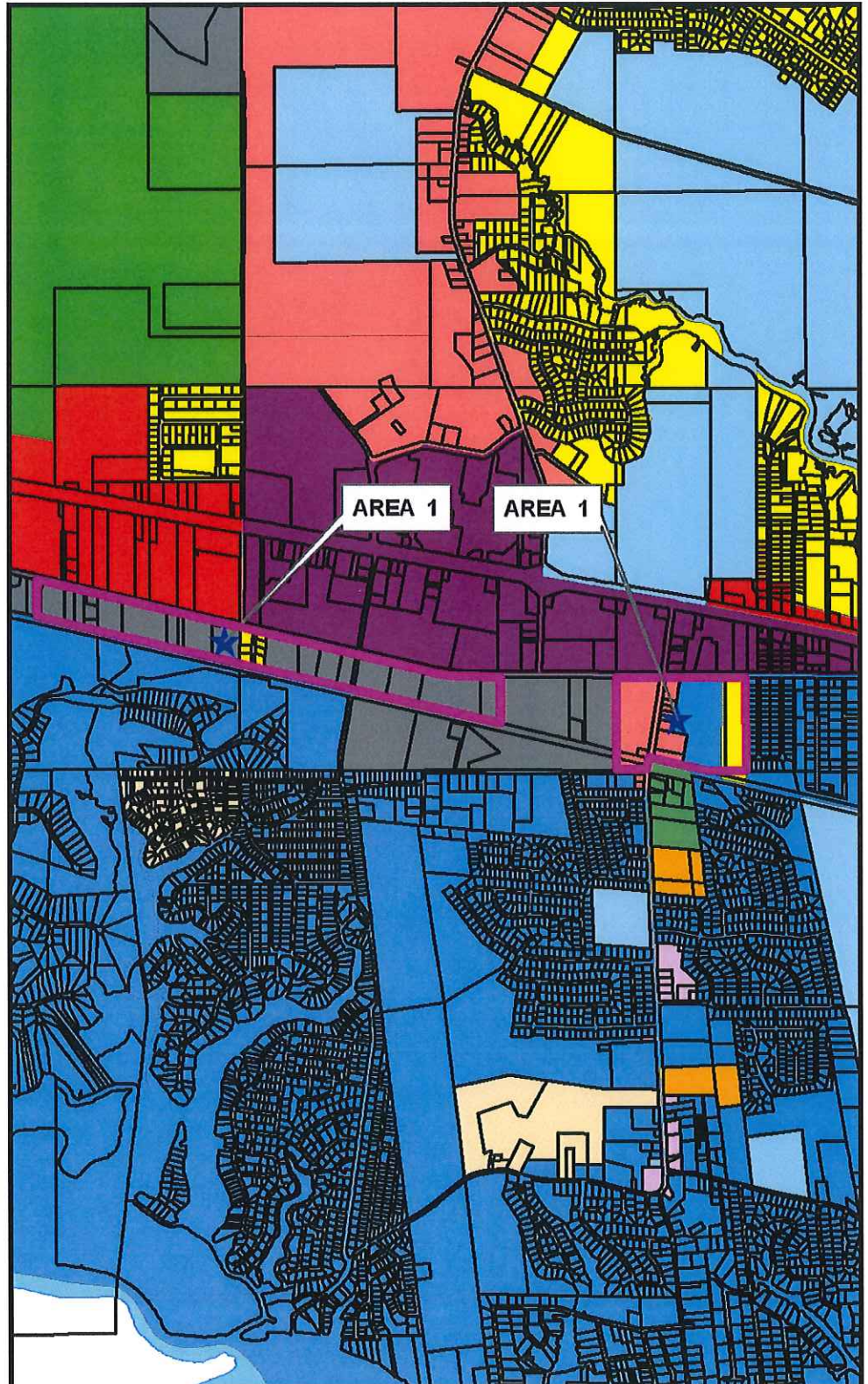
Feet



Prepared by the
City of Gautier
GIS 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



0 40000

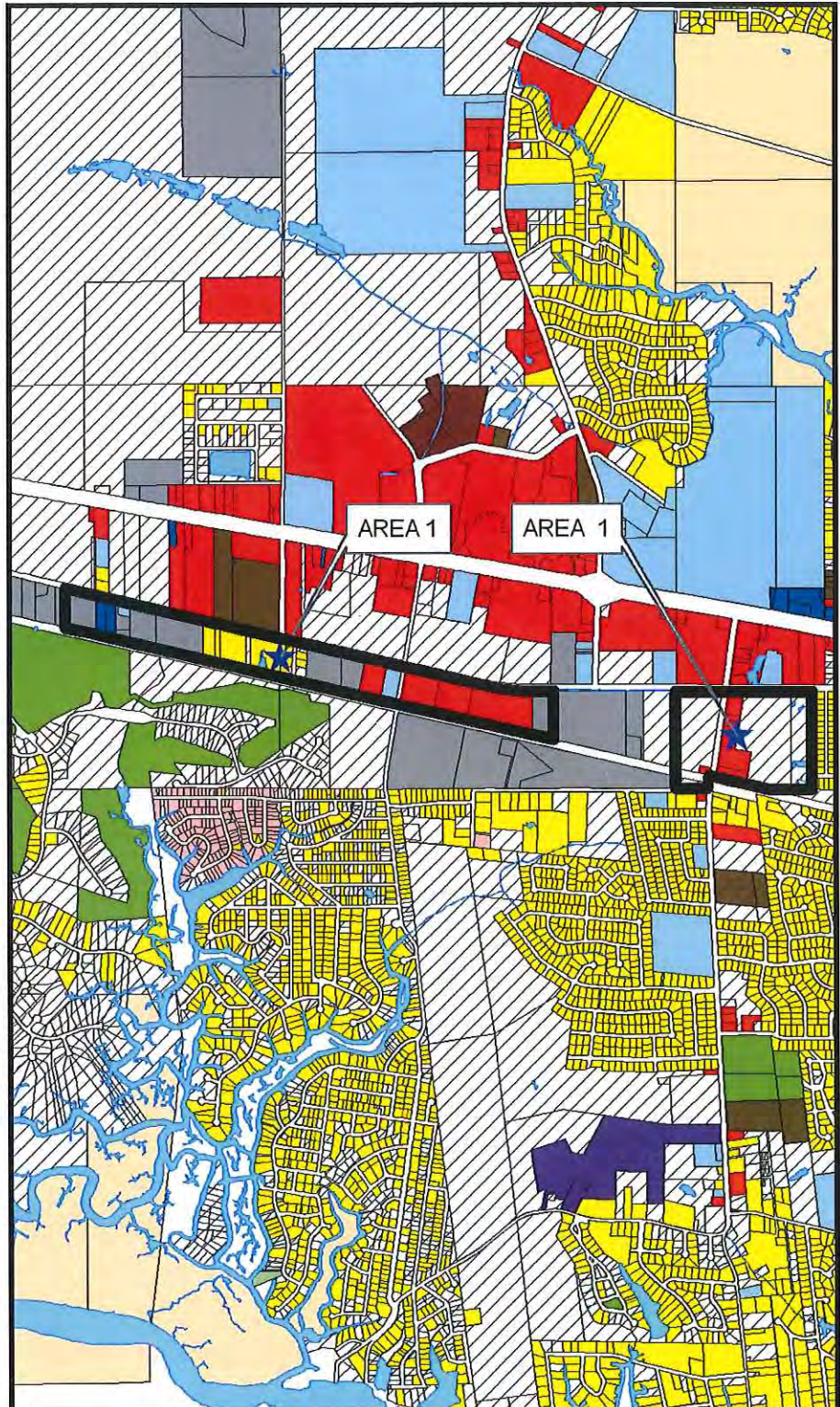


Prepared by the
City of Gautier
GIS Division

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



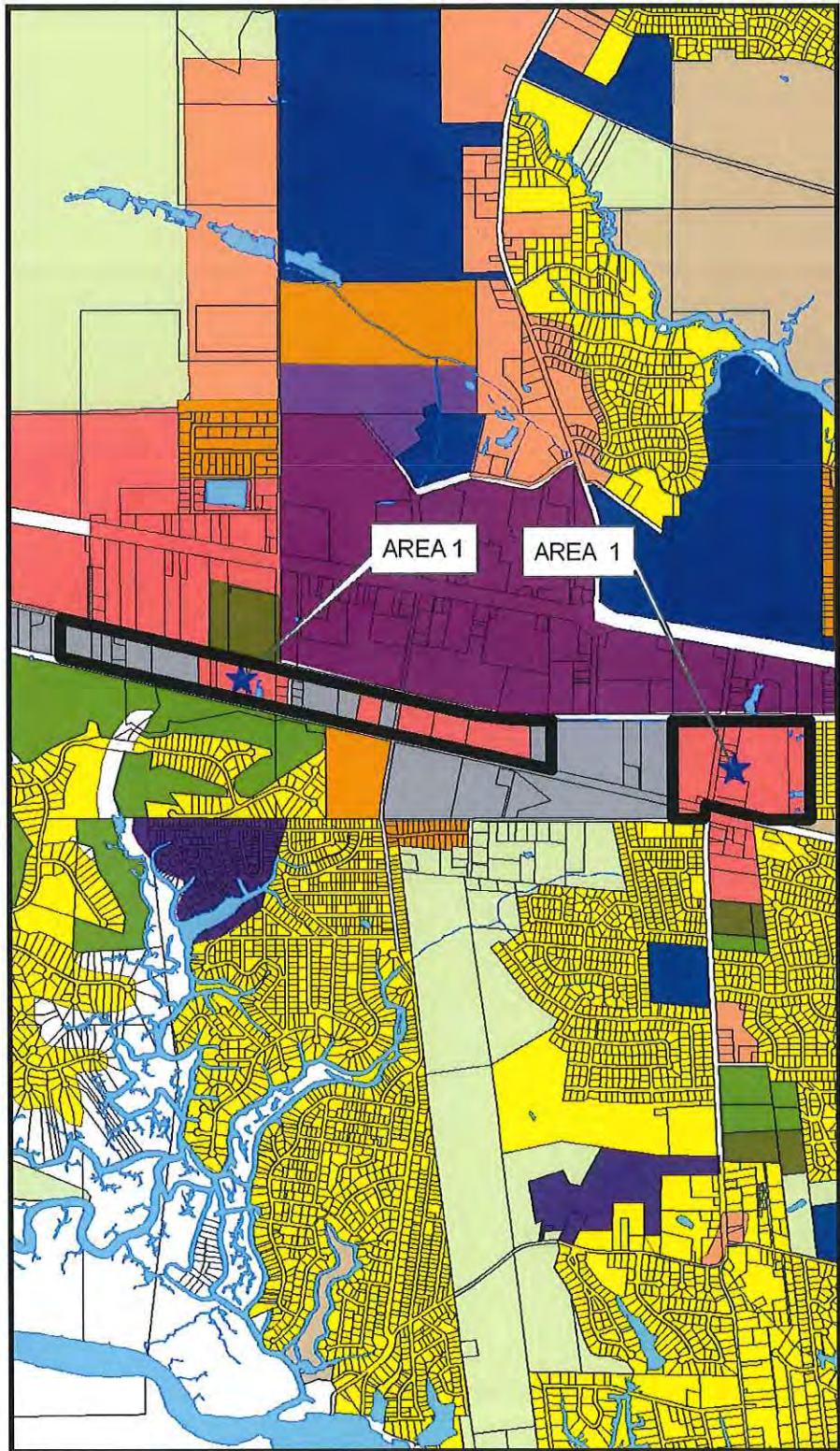
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Prepared by the
City of Gautier
GIS Division

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



Proposed Zoning Map

City Of Gautier
Economic Development/Planning



0 40 800



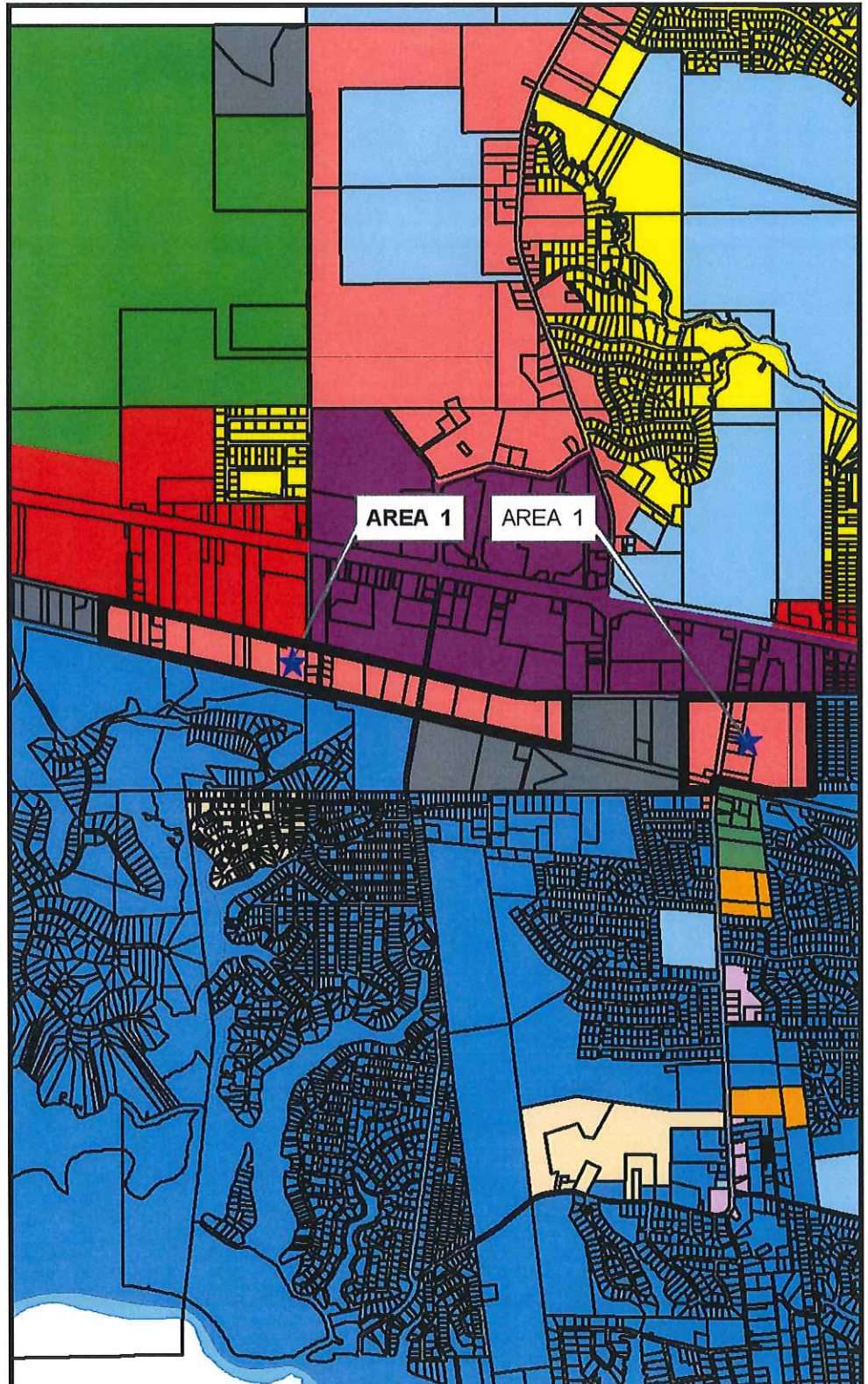
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Prepared by the
City of Gautier
GIS Division

Legend

- AG Agricultural
- PL Public/Semi-Public
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- 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



ORDINANCE

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE COMPREHENSIVE REZONING OF ±120.18 ACRES MORE OR LESS TO C-2 COMMUNITY COMMERCIAL; GENERALLY DESCRIBED AS PROPERTIES SOUTH OF OLD SPANISH TRAIL, NORTH OF THE RAILROAD TRACKS, EAST OF LADNIER ROAD APPROXIMATELY 1107 FEET AND WEST OF BEASLEY ROAD APPROXIMATELY 1046 FEET, EXCLUDING THE PROPERTY GENERALLY KNOWN AS MALLETTE BROTHERS CONSTRUCTION; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a comprehensive rezoning is necessary to implement the City's Comprehensive Plan adopted the 16th day of June 2009. A public hearing was held before the Gautier Planning Commission on April 7, 2011, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the C-2 Community Commercial District. The City Council has conducted a public hearing on April 19, 2011 after giving due public notice pursuant to the Public Hearing Process of the City's Unified Development Ordinance. The requested rezoning is consistent with the City's Comprehensive Plan.

SECTION 2. PROPERTY REZONED.

The property generally described as properties south of Old Spanish Trail, north of the railroad tracks, east of Ladnier Road approximately 1107 feet and west of Beasley Road approximately 1046 feet, excluding the property generally known as Mallette Brothers Construction, is hereby rezoned to C-2 Community Commercial District.

SECTION 3. FINDINGS OF FACT.

The Planning Commission finds that the existing zoning in the subject area is not in accordance with the Comprehensive Plan in that the existing zoning is I-2 and R-1 zoning and the Comprehensive Plan re-designates this area to Industrial and High Impact Commercial; and

The Planning Commission finds that there is a need for additional lands in the City to be designated C-2 to implement the Comprehensive Plan's High Impact Commercial land use. As existing commercial areas are being rezoned to new zoning districts such as TCMU, MURC-1 and MURC-2 there is a need for more High Impact Commercial as designated by the Comprehensive Plan; and

The Planning Commission finds that the location of a construction office, a church, a landscaping business and several homes is inharmonious with the character of the current

zoning, according to the 2009 Comprehensive Plan, which designates this area for rezoning to allow High Impact Commercial and Industrial uses for the area. Now, therefore:

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a comprehensive change of classification from I-2 Industrial and R-1 Low Density Residential to C-2 Community Commercial for the specific parcels described in Exhibit A of this Ordinance.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Tommy Fortenberry, Mayor

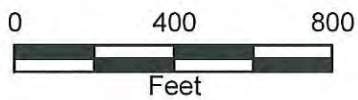
ATTEST:

Wendy McClain, City Clerk

Codification Instructions: Not Codified.

Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department



Exhibit B Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

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



Exhibit C Existing Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

GautierParTrimmed

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



Exhibit D Future Land Use Map

City Of Gautier
Planning Department



0 400 800



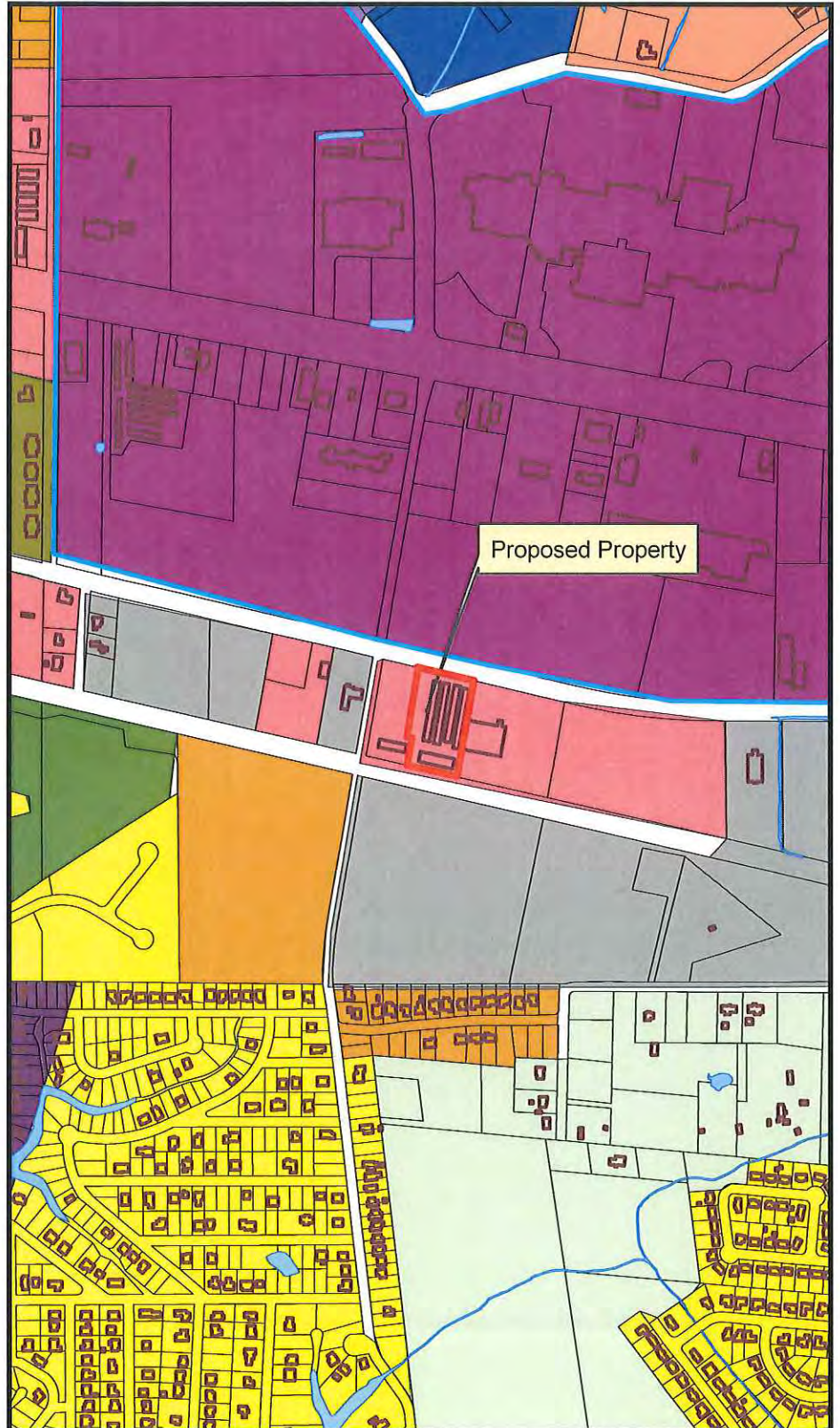
Feet



Prepared by the
City of Gautier
Planning Department

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



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

ORDER NUMBER 185-2017

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-11-CU
TITLE LOAN BUSINESS
REGARDING PARCEL ID NO: 82436480.150**

The City of Gautier City Council, at its regular meeting held on September 19, 2017, considered the application for a Conditional Use-Major Permit title loan business as submitted by Glenn Scott Ryder, representative for Highway 90 Title Loans. The parcel subject to this Permit is located at 1823 Highway 90, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, 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 Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a title loan business, is permitted as a Conditional Use-Major in the TCMU District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on July 12, 2017 for a Conditional Use-Major Permit.
5. The City Clerk shall have this permit recorded in the public records of Jackson County and provide the applicant a copy of the permit with the recording information affixed.
6. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on September 7, 2017.
7. The City Council adopted this Conditional Use-Major Permit on a recorded vote of 6 ayes to 0 nays to approve the application of Highway 90 Title Loans, located at 1823 Highway 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82436480.150.

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

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

NAYS: **None**

ABSENT: **Cameron George**

Date of Issuance: September 19, 2017

Attest:

Phil Torjusen, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Tricia L. Thigpen
Deputy City Clerk

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: September 12, 2017

Subject: Conditional Use-Major Permit for a Title Loan Shop inside his existing Pawn Shop at 1823 HWY 90 (GPC Case No. 17-11-CU)

REQUEST:

Planning Department has received a request from Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 HWY 90, PID #82436480.150. The application fee of \$250 was paid on July 12, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 1823 HWY 90 (See Exhibit A)
2. General features of the proposed project:
Total Building Area: App. 5100 square feet
Site Size: App. 0.48Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU, Town Center Mixed Use
5. Current Surrounding Zoning (See Exhibit B): TCMU- Town Center Mixed Use to the South, East and West. C-3 Highway Commercial to the North across Highway 90.
6. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the South and East, Commercial Offices to the North across Hwy 90 and to the West.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

- A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use is Title Loan Business which will be compatible with the properties in the vicinity.

- B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

- C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: There is no evidence that the proposed Title Loan Business use will have any adverse affect on vehicular or pedestrian traffic.

- D. If the proposed use can be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

- E. If the proposed use is in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan's Future Land Use Designation proposes Town Center in this area. According to the Unified Development Ordinance, a Title Loan Business is allowed with a Major Conditional Use Permit in a TCMU Town Center Mixed Use District.

- F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, a Title Loan Business is listed as a Conditional Use-Major in a TCMU district.

- G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

- H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

UDO Article II: Definitions

TITLE-LOAN BUSINESS: A business that regularly makes either loans to individuals secured by the title to a vehicle or title pledge agreements with pledgers, unless the business or individual is exempt from the definition of "title pledge lender" under *Mississippi Code Annotated Section 75-67-403 (1972)*, or unless more than ninety (90) percent of the loans that the business makes which are secured by vehicle titles are made in the context of the purchase of the vehicle.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Economic Development Director agreeing to the current terms and conditions before a business license may be issued.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

Planning Commission recommends that City Council approve the Conditional Use Permit based on Staff's recommendation and there being no opposition.

The City Council may:

1. Approve the Conditional Use-Major Permit; or
2. Approve the Conditional Use-Major Permit with conditions; or
3. Deny the Conditional Use-Major Permit.

ATTACHMENTS:

1. Draft Conditional Use-Major Permit
2. GPC Minute Excerpt
3. GPC Staff Report with Back Up

Excerpt from September 7, 2017 GPC Meeting

REQUEST: Glen Scott Ryder & Hwy 90 Pawn – 1823 Hwy 90- Request for a Conditional Use-Major Permit that would allow a Title Loan Business in a TCMU, Town Center Mixed Use Zoning District. (GPC #17-11-CU).

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. Planning Department has received a request from Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 HWY 90, PID #82436480.150. The application fee of \$250 was paid on July 12, 2017. All public notice requirements have been met.

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 1823 HWY 90 (See Exhibit A)
2. General features of the proposed project: Total Building Area: App. 5100 square feet
Site Size: App. 0.48Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU, Town Center Mixed Use.
5. Current Surrounding Zoning (See Exhibit B): TCMU- Town Center Mixed Use to the South, East and West. C-3 Highway Commercial to the North across Highway 90.
6. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the South and East, Commercial Offices to the North across Hwy 90 and to the West.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use is Title Loan Business which will be compatible with the properties in the vicinity.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: There is no evidence that the proposed Title Loan Business use will have any adverse affect on vehicular or pedestrian traffic.

D. If the proposed use can be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

E. If the proposed use is in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan's Future Land Use Designation proposes Town Center in this area. According to the Unified Development Ordinance, a Title Loan Business is allowed with a Major Conditional Use Permit in a TCMU Town Center Mixed Use District.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, a Title Loan Business is listed as a Conditional Use-Major in a TCMU district.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

UDO Article II: Definitions:

TITLE-LOAN BUSINESS: A business that regularly makes either loans to individuals secured by the title to a vehicle or title pledge agreements with pledgers, unless the business or individual is exempt from the definition of "title pledge lender" under *Mississippi Code Annotated Section 75-67-403 (1972)*, or unless more than ninety (90) percent of the loans that the business makes which are secured by vehicle titles are made in the context of the purchase of the vehicle.

Staff finds that the proposed use will be compatible and harmonious with the TCMU District and recommends approval with no specific proposed conditions outside of the UDO regulations and all applicable adopted codes.

After a brief discussion, the following motion was made:

Commissioner Hunter made the motion to recommend City Council approval of the Conditional Use-Major based upon staff recommendation and there being no opposition. **Commissioner Jamison** seconded the motion and the following vote was recorded:

AYES: **Larry Dailey**
 Jimmy Green
 Paul Gainer
 Kay C. Jamison
 James Lee
 John Hunter

NAYS: **None**

ABSENT: **Christopher Scruggs**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 7, 2017

GPC #17-11-CU

Glenn Scott Ryder & Highway 90 Pawn

1823 Hwy 90 Conditional Use

VII. NEW BUSINESS

1. GLENN SCOTT RYDER & HWY 90 PAWN – 1823 HWY 90 – REQUEST FOR A CONDITIONAL USE – MAJOR THAT WOULD ALLOW A TITLE LOAN BUSINESS IN A TCMU, TOWN CENTER MIXED USE ZONING DISTRICT. (GPC CASE #17-11-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: September 7, 2017

Subject: Conditional Use-Major Permit for a Title Loan Shop inside his existing Pawn Shop at 1823 HWY 90 (GPC Case No. 17-11-CU)

REQUEST:

Planning Department has received a request from Glenn Scott Ryder for a Conditional Use-Major Permit that would allow a Title Loan Business inside his existing Pawn Shop in a TCMU, Town Center Mixed Use District at 1823 HWY 90, PID #82436480.150. The application fee of \$250 was paid on July 12, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU, Town Center Mixed Use.

1. Location: 1823 HWY 90 (See Exhibit A)
2. General features of the proposed project:
 - Total Building Area: App. 5100 square feet
 - Site Size: App. 0.48Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU, Town Center Mixed Use
5. Current Surrounding Zoning (See Exhibit B): TCMU- Town Center Mixed Use to the South, East and West. C-3 Highway Commercial to the North across Highway 90.
6. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the South and East, Commercial Offices to the North across Hwy 90 and to the West.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

- A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use is Title Loan Business which will be compatible with the properties in the vicinity.

- B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

- C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: There is no evidence that the proposed Title Loan Business use will have any adverse affect on vehicular or pedestrian traffic.

- D. If the proposed use can be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

- E. If the proposed use is in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan's Future Land Use Designation proposes Town Center in this area. According to the Unified Development Ordinance, a Title Loan Business is allowed with a Major Conditional Use Permit in a TCMU Town Center Mixed Use District.

- F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, a Title Loan Business is listed as a Conditional Use-Major in a TCMU district.

- G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

- H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

UDO Article II: Definitions

TITLE-LOAN BUSINESS: A business that regularly makes either loans to individuals secured by the title to a vehicle or title pledge agreements with pledgers, unless the business or individual is exempt from the definition of "title pledge lender" under *Mississippi Code Annotated Section 75-67-403 (1972)*, or unless more than ninety (90) percent of the loans that the business makes which are secured by vehicle titles are made in the context of the purchase of the vehicle.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and conditions before a business license may be issued.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed use will be compatible and harmonious with the TCMU District and recommends approval with no specific proposed conditions outside of the UDO regulations and all applicable adopted codes.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with Conditions; or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

GR17-11-CU

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>		<u>FEE:</u>
Conditional Use - <u>Major</u>	_____	\$250.00
<u>TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u>		<u>FEE:</u>
Conditional Use - Minor	_____	\$250.00

Name of Applicant: Glewn Scott Ryder

Name of Business: Hwy 90 Title Loans Phone: 228.497.4972

Property Address: 1823 Hwy 90 Mailing Address (if Different): _____

E-Mail Address: Highway90Pawn@BellSouth.Net

Proposed Use Requiring Conditional Use: Adding Title Loan ^{to existing Pawn Shop} (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☐ Existing (with no modifications) ☒ Existing (with proposed modifications)

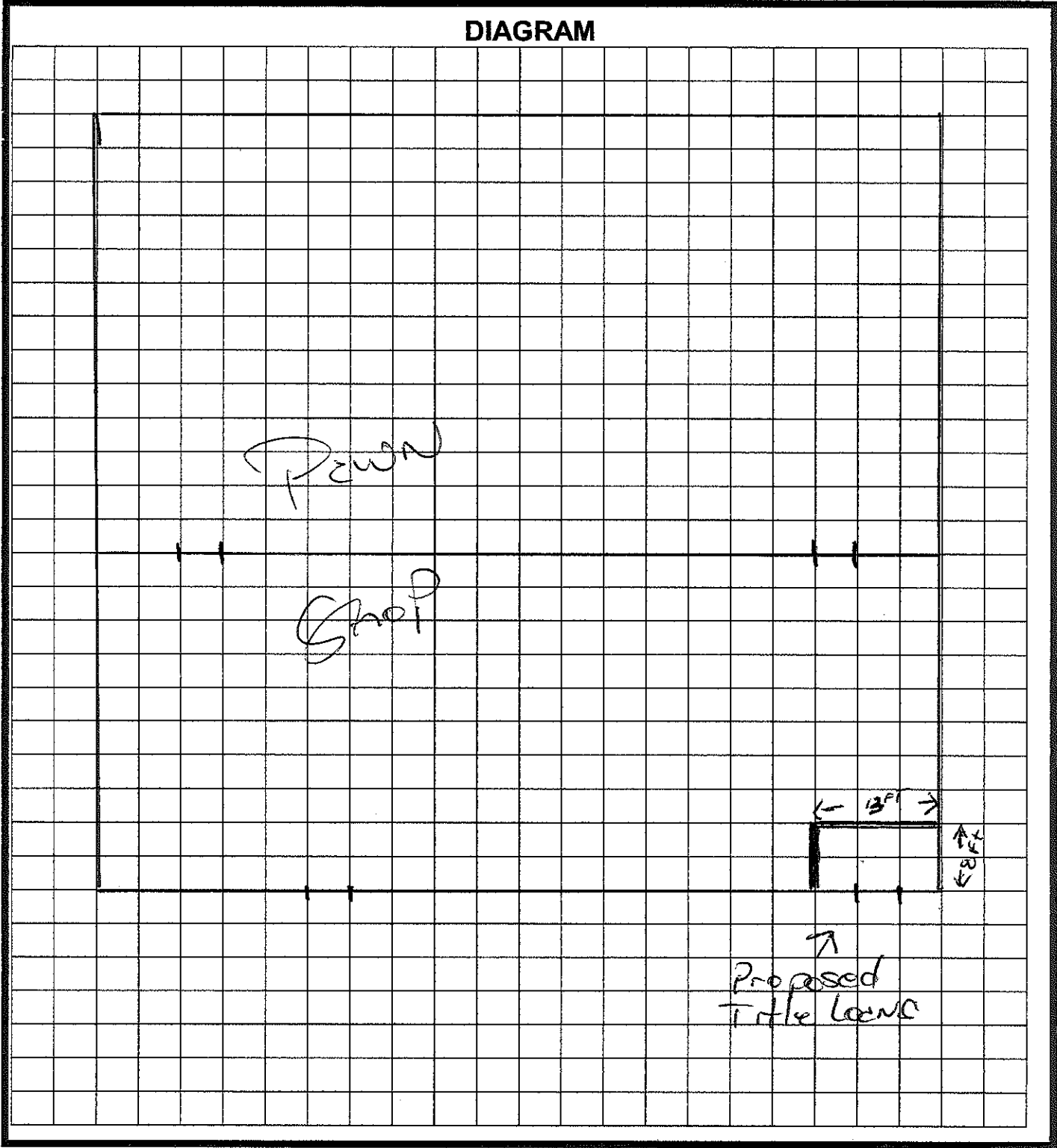
ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Answers to the Criteria for Approval (see attached).
- ✓ 2. Project Narrative (see attached).
- ✓ 4. Diagram of intended use (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [Signature] Date of Application: 7.12.17

FOR OFFICE USE ONLY	
Date Received <u>7-12-17</u>	Verify as Complete <u>[Signature]</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>[Signature]</u>

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.



← 50 FT → Hwy 90

↑ 100 FT ↓

CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
*No changes
Title Office will be inside Power Shop.*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
No existing business.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
NA see above
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
YES Currently in business.
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
YES BUSINESS SINCE 1991
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
NO
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
YES USE Conforms

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

For over 26 years I've been in business here in Goutier. Business just isn't what it used to be and in order for me to continue I need to expend. Pawn Shops and Title Loan Offices compliment each other and that help my business in the future. No outside changes are Needed there is plenty of parking. All that is Needed is a 13ft x 8ft wall with an inside door to meet with State Laws.

Thanks,



17



201413001 17 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$19.00
#201413001 BK:3230 PG:401-417
08/29/2014 03:01 PM 17 PGS
JFREEMAN,DC Rcpt#010854



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WHEN RECORDED MAIL TO: Community Bank, P.O. Box 2019, Brandon, MS 39043, Tel. (601) 706-0520

SEND TAX NOTICES TO: Community Bank, 325 Maxey Drive, Brandon, MS 39042, Tel. (601) 706-0500

This Deed of Trust prepared by: Lynne Kenna, Community Bank, Coast, P. O. Box 7588, Gulfport, MS 39506, (228) 896-7755

INDEXING INSTRUCTIONS: NW 1/4 of the SE 1/4 of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

FOR RECORDER'S USE ONLY



DEED OF TRUST

GRANTOR: Ryder Properties, LLC, 1823 Highway 90, Gautier, MS 39553-5303, Tel. (228) 990-5365

LENDER / BENEFICIARY: Community Bank, Coast, Pascagoula Office, P. O. Box 7588, Gulfport, MS 39506, Tel. (228) 896-7755

TRUSTEE: David A. Wheeler, 677 Dr. Martin Luther King Jr Blvd, Biloxi, MS 39530, Tel. (228) 896-7755

THIS DEED OF TRUST is dated August 29, 2014, among Ryder Properties, LLC, whose address is 1823 Highway 90, Gautier, MS 39553-5303 ("Grantor"); Community Bank, Coast (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and David A. Wheeler (referred to below as "Trustee").

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Jackson County, State of Mississippi:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1823 Highway 90, Gautier, MS 39553.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here ~~_____~~)

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**DEED OF TRUST
(Continued)**

Loan No: 6649629

Page 3

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of

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payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year,

Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and

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obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by

Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is

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involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Jackson County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of

this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Harrison County, State of Mississippi.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted

or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Community Bank, Coast, and its successors and assigns.

Borrower. The word "Borrower" means Highway 90 Pawn & Gun, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Ryder Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Community Bank, Coast, its successors and assigns.

Note. The word "Note" means the promissory note dated August 29, 2014, in the original principal amount of \$417,350.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 3, 2019.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties,

**DEED OF TRUST
(Continued)**

profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means David A. Wheeler, whose address is 677 Dr. Martin Luther King Jr Blvd, Biloxi, MS 39530 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RYDER PROPERTIES, LLC

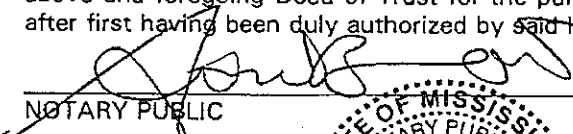
By: 
Glenn Scott Ryder, Manager/Member of Ryder Properties, LLC

By: 
Randa L Ryder, Member of Ryder Properties, LLC

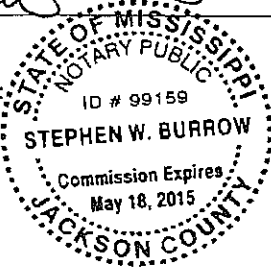
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF Jackson)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29 day of August, 20 14, within my jurisdiction, the within named **Glenn Scott Ryder, Manager/Member of Ryder Properties, LLC and Randa L Ryder, Member of Ryder Properties, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.


NOTARY PUBLIC

My Commission Expires _____



Loan No: 6649629

**DEED OF TRUST
(Continued)**

Page 16

LASER PRO Lending, Ver. 14.2.0.021 Copr. D+H USA Corporation 1997, 2014. All Rights Reserved. - MS M:\CFI\LPL\G01.FC TR-82069 PR-327

Attached to and forming part of Deed of Trust in the amount of \$417,350.00 dated 8/29/2014 in the name of Ryder Properties, LLC.

Exhibit "A"

Parcel 1 (Parcel Number 82436480.150)

That certain tract or parcel of land situated in the West half of the West half of the Northwest Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi, and more particularly described as follows, to-wit;

Commencing at a concrete monument which marks the Southwest corner of the Southeast Quarter of said Section 36, Township 7 South, Range 7 West; thence run North 0 degrees 09 minutes East along the half-section line a distance of 1385.5 feet to the North margin of Old Highway 90; thence North 0 degrees 09 minutes East along said half-section line a distance of 270.0 feet; thence South 89 degrees 37 minutes East a distance of 106 feet to the Point of Beginning; thence South 89 degrees 37 minutes East along the North margin of the property now or formerly owned by Malone a distance of 98 feet to the property now or formerly owned by Don M. Williams; thence North 0 degrees 09 minutes East 203.86 feet to the South margin of the right-of-way line of new U. S. Highway 90; thence North 77 degrees 47 minutes West along the South right-of-way line of new Highway 90 a distance of 100.19 feet to the property now or formerly owned by S. L. Sethi; thence South 0 degrees 09 minutes West 224.27 feet to the Point of Beginning. Being the same property described in Deed Book 1508, Page 424, land records of Jackson County, Mississippi.

Signed for Identification:

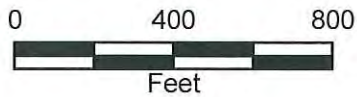
Ryder Properties, LLC


By: Glenn Scott Ryder, Manager/Member


By: Randa L. Ryder, Member

Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

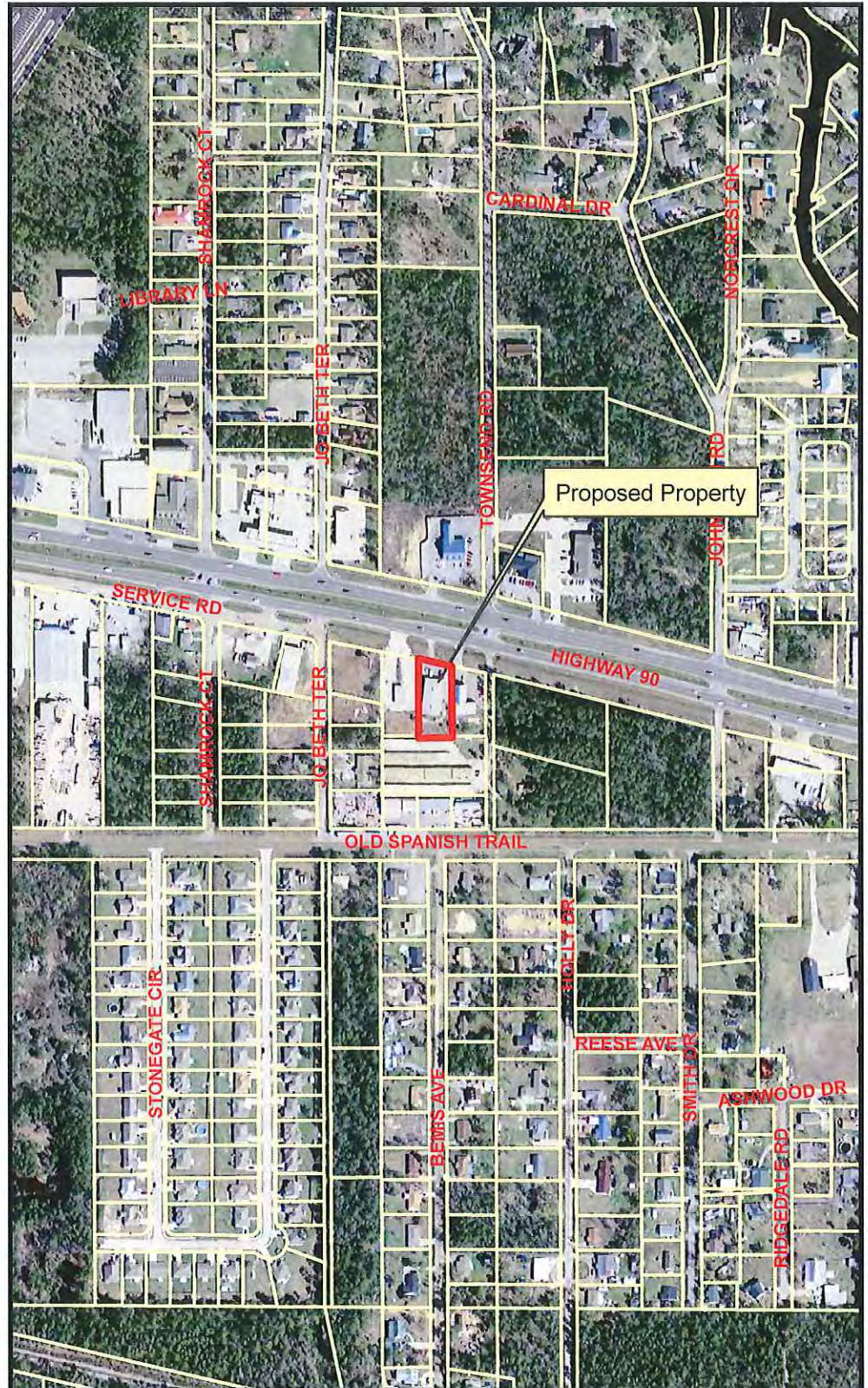


Exhibit B Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

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

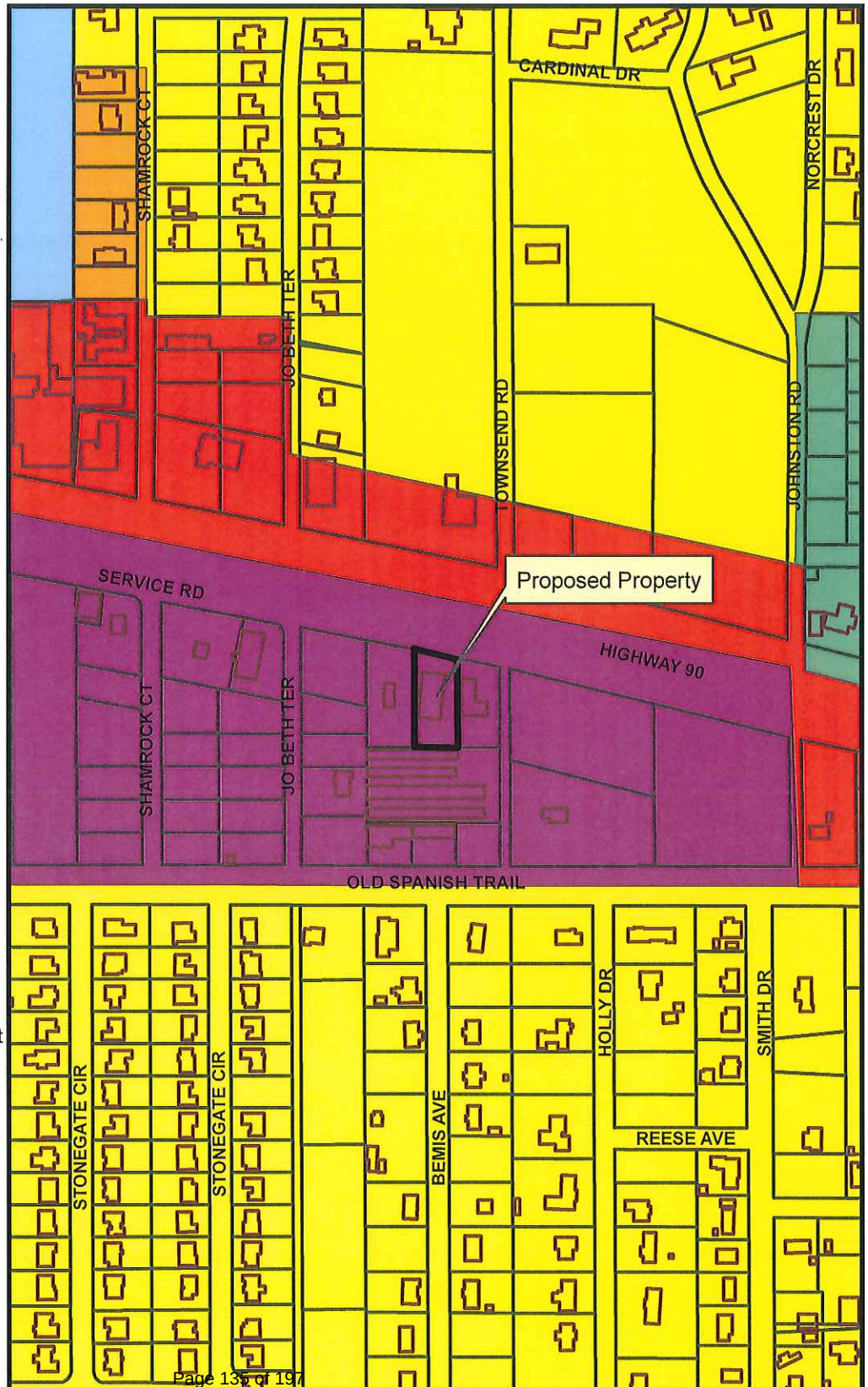


Exhibit C Existing Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

GautierParTrimmed

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

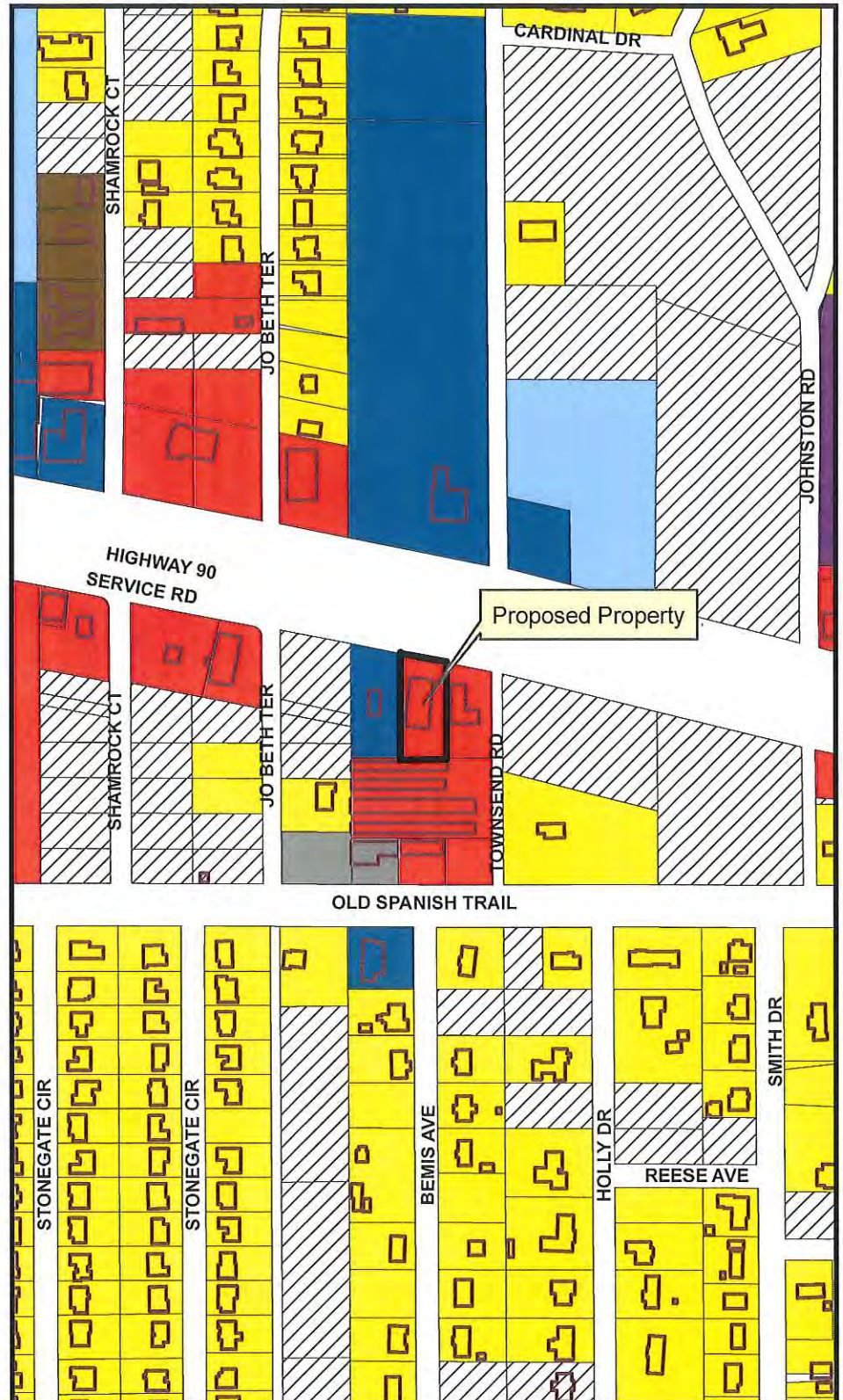


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



0 400 800



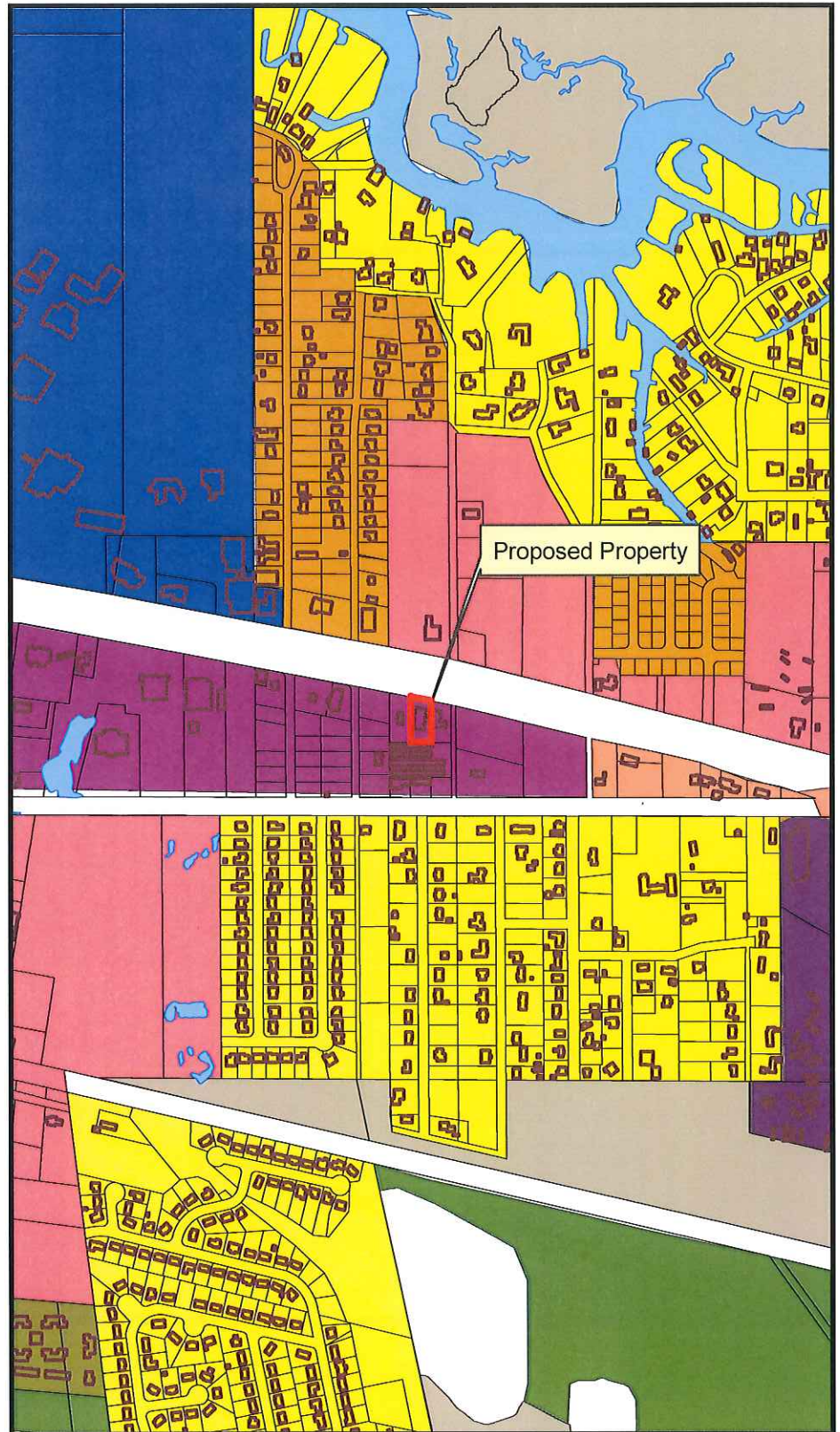
Feet



Prepared by the
City of Gautier
Planning Department

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



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

ORDER NUMBER 186-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that ClearWater Solutions, LLC. is hereby authorized to proceed with the City of Gautier water well permit renewals in the amount of \$70.00.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.



CLARITY REFINED

Memorandum

To: Mayor and Council Members/City of Gautier

From: David Lewis/ClearWater Solutions

Copy: Paula Yancey/City of Gautier
Scott Ankerson/City of Gautier
Josh Danos/City of Gautier

Date: September 13, 2017

Subject: City of Gautier Water Well Permit Renewals

Mayor and Council Members,

The permits for several City water wells are due for renewal. Below are details related to the permit renewals:

- Seven of eight permits expire on 11-14-17 (Exception is Hwy. 57 well, expires on 7-25-2021)
- New permit period is for 10 years (New expiration dates will be November 2027)
- Cost of each permit renewal is \$10.00 (Total cost of \$70.00)
- Renewal applications have been completed and are ready for submittal to MDEQ
- A spreadsheet that lists each applicable permit and renewal info is attached

We respectfully request that the Council members consider and provide approval to proceed with the permit renewal process.

Thank you,

David Lewis
Project Manager
ClearWater Solutions
City of Gautier Project

City of Gautier
Water Wells
Issued by MDEQ

	Permit Number	Invoice Number	Expiration Date	Renewal Fee
1.	MS-GW-01388	GWSW-00001846	11/14/2017	\$ 10.00
2.	MS-GW-01309	GWSW-00001847	11/14/2017	\$ 10.00
3.	MS-GW-15184	GWSW-00001848	11/14/2017	\$ 10.00
4.	MS-GW-15185	GWSW-00001849	11/14/2017	\$ 10.00
5.	MS-GW-03433	GWSW-00001850	11/14/2017	\$ 10.00
6.	MS-GW-05615	GWSW-00001851	11/14/2017	\$ 10.00
7.	MS-GW-07201	GWSW-00001852	11/14/2017	\$ 10.00

Total Fee's = \$ 70.00

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

ORDER NUMBER 187-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with Singing River, LLC. in the amount of \$0.00 to lease the property located at 2800 Hwy 90, Gautier, Mississippi in exchange for grass cutting and maintenance only 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: **Phil Torjusen**
 Mary Martin
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: September 12, 2017
Subject: The approval for lease agreement with Singing River, LLC. (Mall Property)

REQUEST:

The City Manager requests the City Council to approve the lease of the property located at 2800 HWY 90 Gautier, MS. with Singing River, LLC, for \$0.00 in exchange for grass cutting and maintenance only. The City of Gautier intends to utilize this leased space for any and all legal purposes and City events until the property is developed.

BACKGROUND:

The property shall consist of the unoccupied HWY 90 frontage on the corner of Dolphin Dr. and HWY 90, and the entire front of Dolphin Dr. Singing River, LLC, will lease for a period of two years beginning on the date of execution of the lease by both parties, and ending on the two year anniversary of same, for the rental on the following described property. It is agreed that Singing River, LLC, will be permitted to market and show the leased premises for interest in potential purchasers of the property during the leasehold.

DISCUSSION:

In exchange for, and in consideration of the use of the rental property, the City of Gautier will provide general maintenance including grass cutting, litter control, patching potholes, and tree trimming. Singing River, LLC, will remain responsible for any additional improvements and/or capital expenditures to the property.

RECOMMENDATION:

The City Manager recommends that the City Council approve the lease between the City of Gautier and Singing River, LLC.

The City Council May:

1. Approve the lease between the City of Gautier and Singing River, LLC; or
2. Not approve the lease between the City of Gautier and Singing River, LLC.

STATE OF MISSISSIPPI

COUNTY OF JACKSON

LEASE AGREEMENT

THIS LEASE, made and entered into on this the ____ day of _____, AD., 2017, by and between Singing River, LLC, hereinafter designated as “Lessors” and The City of Gautier, hereinafter designated as “Lessee”.

1. Lessors hereby lease and let unto Lessee for a period of two (2) years beginning on the date of execution of this lease by both parties, and ending on the two (2) year anniversary of same, for the rental hereinafter set out, on the following described property, located at 2800 HWY 90, Gautier, Mississippi 39553.
2. The “rental property” shall consist of the unoccupied Highway 90 frontage on the corner of Dolphin Dr. And Highway 90, and the entire frontage of Dolphin Dr. An approximation of the leased premises has been attached as “Exhibit A” to this agreement.
3. The parties appreciate that the Lessee intends to utilize the leased premises for any and all legal purposes.
4. In exchange for, and in consideration of the use of the rental property, Lessee does hereby accept this Lease and the herein described property, subject to the following terms and conditions of this Lease, to which the Parties hereto subscribe and bind themselves:
 - a. The Lessors will do the following:
 - i. The Lessor will remain responsible for satisfaction of any existing loan payments, liens, or other monetary encumbrances pertaining to the leased premises.
 - ii. The Lessors will keep the leased premises free from all liens or encumbrances that would interfere or might interfere with the Lessee’s enjoyment of the use of said property.

- iii. The Lessor will remain responsible for any additional improvements and/or capital expenditures to the property.
 - iv. The Lessor will be responsible for any and all structural and subsurface issues concerning the property.
 - v. The Lessor will be responsible for any and all maintenance and/or defects with the property not specifically enumerated in section 4(b)(i) of this agreement.
 - vi. Pay all ad valorem taxes and special assessments legally assessed against said real property.
- b. The Lessee will do the following:
- i. Provide general maintenance for the property, including grass cutting weed control, litter control, patching potholes, and tree trimming.
 - ii. Occupy and use said property and exercise reasonable diligence and prudence in the preservation thereof and not subject the same to any damage. In the event Lessee makes or causes to be made any improvements to said property, said improvements shall be approved by Lessors, in writing.
 - iii. Lessee and its employees will be responsible for acting in a reasonably safe manner when occupying the leased premises.
 - iv. The leased property will be covered by the Lessee's liability coverage for the duration of the leasehold, and Lessors will be listed as an additional insured on said policy.
5. It is agreed that the Lessors will be permitted to market and show the leased premises for interested potential purchasers of the property during the leasehold.
6. All of the terms, provisions, conditions, and agreements contained in this Lease Agreement are to apply to and be binding on the parties hereto, their heirs, representatives, executors, administrators, successors or assigns, and whenever in this Lease a reference to any of the parties herein is made, such reference shall be deemed to include, wherever appropriate, their heirs, representative, executors, administrators, successors or assigns.

7. Irrespective of the place of execution or performance, this Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, and all transactions shall be in accordance with the laws of the State of Mississippi. This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted. If any words or phrases in this Contract shall have been stricken or otherwise eliminated, whether or not any other words or phrases have been added, this Contract shall be construed as if the words or phrases so stricken or eliminated were never included in this Contract and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated. All terms and words used in this Contract, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
8. Either party to this agreement may terminate upon ninety (90) days written notice.
9. A photostatic, copy, facsimile or electronic signature of this document or separate acknowledgment or approval of same shall have the same force and effect as "ink" signatures and shall act as a fully executed original and that third parties may rely upon same.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of _____, 2017.

LESSORS:

SINGING RIVER, LLC

LESSEE:

THE CITY OF GAUTIER

BY: _____

BY: _____
PAULA YANCEY, City Manager

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Lee Brumfield, who acknowledged to me that he has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2017.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

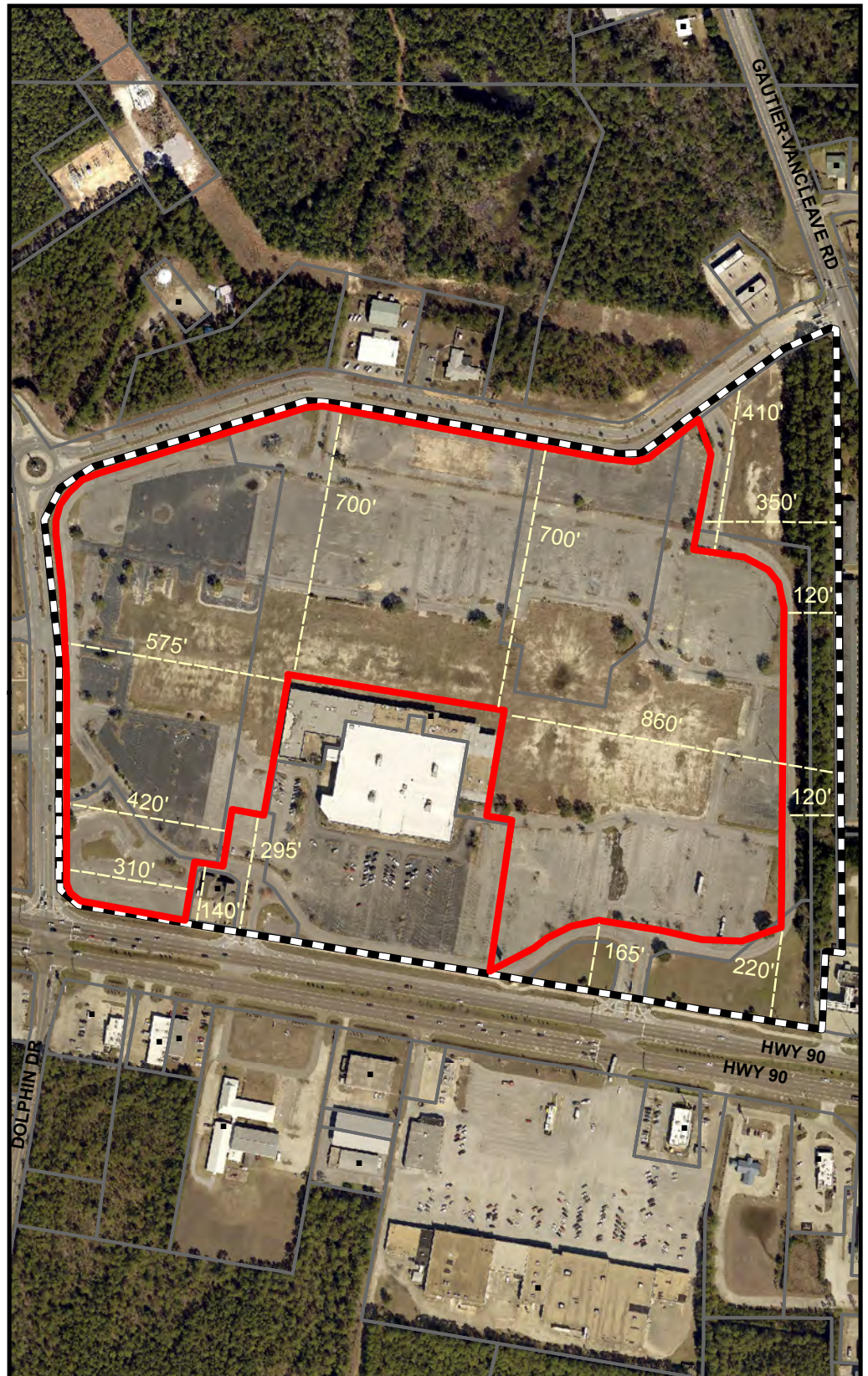
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2017.

NOTARY PUBLIC

My Commission Expires: _____

Mall Property Proposed Lease Area



Prepared by the
City Of Gautier
Planning Department

Legend

-  Property Boundary
-  Proposed Lease Area
-  Distance Line Segment

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

ORDER NUMBER 188-2017

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

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	172821	09/19/2017	09/01/2017			460.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	AIR FILTER, 5GAL HYD FLUID	42194	08/03/2017			63.84	
	001-170-639	MOWER BLADE(6), SPARK PLUG(12)	42193	08/08/2017			146.76	
	001-161-638	HOSE FITTING: E3	42195	08/11/2017			138.50	
	001-100-570	5GAL WASH FLUID	42191	08/11/2017			62.00	
	001-100-570	OIL PICKUP TUBE: U #31	42199	08/31/2017			49.50	
001	ALLENS TIRE AND WHEEL	172823	09/19/2017	09/01/2017			153.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	PATCH TIRE (2): #37	082817	08/28/2017			50.00	
	001-170-639	TRAILER TIRE, MOUNT, DISPOSAL	171079	08/29/2017			103.00	
001	PASCAGOULA UTILITIES	172824	09/19/2017	09/01/2017			68.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN	1893342	08/29/2017			15.48	
	001-161-630	SOUTH FIRE STN	1893525	08/29/2017			52.55	
001	SYSCON INC	172826	09/19/2017	09/05/2017			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	SEP 2017 COURT SUPPORT	1-42576	09/01/2017			1,475.00	
001	SECURE NETWORKS LLC	172827	09/19/2017	09/05/2017			2,430.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	OCT 2017 NETWORK SERVICES	3157	08/15/2017			2,280.00	
	001-092-698	OCT 2017 SYNCHRONIZED EMAIL	3157	08/15/2017			150.00	
001	AUTO TRUCK AND TRAILER PARTS INC	172828	09/19/2017	09/05/2017			1,027.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	PARTS (6): E3	264087	08/01/2017			42.11	
	001-161-638	WHITE LED (3), BULB: E3	264105	08/02/2017			47.40	
	001-161-638	BULB (2): E3	264067	08/03/2017			9.70	
	001-161-638	FUEL, OIL (8): S48	264142	08/04/2017			47.58	
	001-161-638	BULB (2): E3	264175	08/07/2017			39.30	
	001-100-570	BATTERY: U #14399	264083	08/07/2017			99.00	
	001-161-638	BUSHING KIT: S48	264220	08/10/2017			176.44	
	001-100-570	MOTOR FITTING (3)	264302	08/14/2017			58.47	
	001-100-570	ANODE, TAB, KNOB: POLICE BOAT	264255	08/15/2017			60.45	
	001-100-570	DEGREASER: U #60	264305	08/15/2017			8.00	
	001-100-570	WIPERS (5)	264322	08/15/2017			32.50	
	001-100-570	QT TRANS FLUID (12)	264378	08/16/2017			51.60	
	001-100-570	GAL ANTIFREEZE (4)	264391	08/17/2017			55.40	
	001-100-570	TAG LIGHT: U #25	263915	08/24/2017			23.20	
	001-170-639	MARINE SWITCH: TRACTOR	263951	08/28/2017			33.80	
	001-100-570	FILTER (12)	264025	08/31/2017			23.40	
	001-170-639	HYD HOSE: TRACTOR	264013	08/31/2017			21.00	
	001-161-638	BATTERY (2): CMD 33	264010	08/31/2017			198.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC Account Number 001-170-698	172830	09/19/2017	09/06/2017	Description FRAZIER PORT O LET	Invoice # 0000851005	Date 08/31/2017	P.O. 35.00 Amount 35.00
001	STEINER SAW & MOWER Account Number 001-170-639 001-170-639	172832	09/19/2017	09/06/2017	Description BLADE BOLT(3), AIR FILTER GAS CAP (2), WRENCH (3)	Invoice # 987313 987209	Date 08/08/2017 08/29/2017	P.O. 94.00 Amount 36.00 58.00
001	O'REILLY AUTO PARTS Account Number 001-170-638 001-170-639 001-170-638 001-170-638 001-161-638 001-040-638 001-170-639 001-170-639 001-170-639 001-170-638 001-100-638	172837	09/19/2017	09/06/2017	Description METALLIC PAD (2) TRANSFORMER BRUSH(3), ADH CLEANER, SCRAPER BATTERY SEALED BEAM, TRANS FLUID: E4, E5 VEH MAINTENANCE (5): A-1 VAN ALTERNATOR CR RTN: ALTERNATOR BATT TERMINAL (2) GASKET KIT, FREON (2), PAG OIL SPARK PLUG (8): U #13408	Invoice # 1978466346 1978466515 1978467337 1978467775 1978468372 1978468472 1978463564 1978468773 1978469118 1978466304 1978469134	Date 07/31/2017 08/02/2017 08/10/2017 08/15/2017 08/21/2017 08/22/2017 07/05/2017 08/25/2017 08/28/2017 07/31/2017 08/28/2017	P.O. 560.57 Amount 41.05 39.99 45.91 104.43 118.87 57.15 181.35 -181.35 8.22 73.03 71.92
001	MALLETTE BROTHERS CONSTRUCTION INC Account Number 001-201-576 001-201-576 001-201-576	172838	09/19/2017	09/06/2017	Description 35.64 RAP TN 8.51 SACTUN A-BASE TN 7.29 RIP RAP TN	Invoice # 19412 19412 19412	Date 08/31/2017 08/31/2017 08/31/2017	P.O. 1,725.45 Amount 1,069.20 255.30 400.95
001	LOWES HOME CENTERS INC Account Number 001-161-639 001-161-559 001-161-559 001-161-559 001-161-559 001-161-559 001-161-559 001-205-559 001-205-559 001-161-559 001-201-576 001-161-559 001-161-559 001-161-559 001-170-559 001-170-635 001-170-559 001-170-559 001-170-559 001-161-559	172843	09/19/2017	09/07/2017	Description WP ELECTRIC RANGE: SOUTH STN ICEMAKER KIT CRT RTN: CIRCUIT BREAKER DECK SPRAYER, CLEANER GE 30A BREAKER TURN ANGLE VALVE DRILL BIT JOINT KNIFE (2), MUD PAN CR RTN: 30A BREAKER BACOT PARK: CATCH BASIN DRYER CORD, VENT, 30A BREAKER DRYER VENT, DUCT, 30A BREAKER DRYER VENT KIT, DRYER DUCT BLANK KEY ADA RAMP SUPPLIES: FRAZIER PARK WASP/HORNET INSECT KILL (2) STAIN & ODOR REMOVER, FEBREZE 100 FT PEX PIPE LIGHT BULB (2)	Invoice # 976832 902273 902405 909174 902408 901170 902719 901324 903780 902545 901350 902434 902443 902429 977621 902283 909595 915640 909894	Date 07/25/2017 07/25/2017 07/26/2017 07/26/2017 07/26/2017 07/26/2017 07/27/2017 07/31/2017 07/31/2017 07/31/2017 07/31/2017 08/04/2017 08/04/2017 08/04/2017 08/07/2017 08/08/2017 08/09/2017 08/14/2017 08/18/2017	P.O. 2,588.17 Amount 334.23 45.88 -8.37 39.06 8.78 8.37 7.70 10.41 -8.78 60.01 44.60 24.16 15.80 2.31 1,711.52 5.53 39.51 45.33 16.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	172843	09/19/2017	09/07/2017			2,588.17	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	ADA RAMP SUPPLIES:FRAZIER PARK		902600	08/21/2017			136.13
	001-161-559	VINYL HOSE,METAL HOSE(2),GLADE		909737	08/21/2017			49.27
001	MS DEPT OF FINANCE & ADMIN	172846	09/19/2017	09/09/2017			20,905.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2017 COURT ASSESSMENT		08312017	09/01/2017			20,905.19
001	MS DEPT OF PUBLIC SAFETY	172847	09/19/2017	09/09/2017			1,368.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2017 SPECIAL ASSESSMENTS		08312017	09/01/2017			1,368.00
001	APRIL HAVENS	172848	09/19/2017	09/09/2017			352.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-681	REIMB HOTEL:BENEFIT COST TRNG		61839870	08/30/2017			265.96
	001-021-681	PER DIEM REIMBURSEMENT		08302017	08/30/2017			86.27
001	BORDIS & DANOS PLLC	172849	09/19/2017	09/09/2017			7,916.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	SEP 2017 RETAINER		45	09/12/2017			7,916.67
001	FEDERAL EXPRESS	172850	09/19/2017	09/09/2017			42.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-607	OVERNIGHT GRANTS PKG		5913-78776	08/30/2017			42.01
001	DIRECTV LLC	172851	09/19/2017	09/09/2017			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (OCT)		09132017	09/14/2017			140.00
001	AIRGAS USA LLC	172852	09/19/2017	09/11/2017			205.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLNDER RENTAL		9947381812	08/31/2017			205.17
001	G&K SERVICES INC	172854	09/19/2017	09/11/2017			269.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		6033856764	08/07/2017			67.49
	001-205-535	MAINTENANCE		6033417324	08/14/2017			67.49
	001-205-535	MAINTENANCE		6033420183	08/21/2017			67.49
	001-205-535	MAINTENANCE		6033423091	08/28/2017			67.49
001	CABLE ONE INC	172855	09/19/2017	09/11/2017			129.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEP 2017: #107571481		08252017	09/01/2017			129.01
001	COG HEALTH BENEFIT RESERVE	172866	09/19/2017	09/12/2017			50,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			2,400.00
	001-010-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			600.00
	001-090-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			1,600.00
	001-100-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			35,000.00
	001-161-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			10,000.00
	001-170-480	EXPENSE INSURANCE BALANCE		FY 2017	09/12/2017			400.00

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001	JACKSON COUNTY ADULT DETENTION CENTER	172868	09/19/2017	09/12/2017			15,860.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	AUG 2017 ADC CHGS		08312017	09/12/2017			15,855.00
	001-010-696	PHARMACY CHARGES		08312017	09/12/2017			5.45
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	172869	09/19/2017	09/13/2017			833.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	AUG 2017 CLUB SUPPORT		08312017	09/08/2017			833.37
001	MUNICIPAL CODE CORPORATION	172870	09/19/2017	09/13/2017			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ADMIN SUPPORT FEE 9/17-8/18		294905	09/06/2017			350.00
001	ED'S HOUSEHOLD HEAT AND AIR INC	172871	09/19/2017	09/13/2017			76.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	AC SERVICE: CENTRAL FD		8840	08/28/2017			76.00
001	FOSTERS A/C & HEATING INC	172872	09/19/2017	09/13/2017			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	AC SERVICE CALL: POLICE STN		W1019877	08/28/2017			105.00
001	FOSTERS A/C & HEATING INC	172873	09/19/2017	09/13/2017			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	REPL 2 FILTERS		P1018321M	08/29/2017			80.00
001	MSC 7511	172874	09/19/2017	09/13/2017			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV2050996	09/05/2017			470.88
001	SPORTS CONDUCTOR LLC	172875	09/19/2017	09/13/2017			477.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2017 CHEER (30)		4061	09/01/2017			118.50
	001-170-502	2017 FOOTBALL (91)		4061	09/01/2017			359.45
001	R360 LLC	172876	09/19/2017	09/13/2017			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	PRO-ACTIVE RECRUITMENT UPGRADE		60	08/30/2017			10,000.00
001	WLOX	172877	09/19/2017	09/13/2017			878.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-513	AIR COMMERCIAL: BROAD ROTATION		1781881-2	08/31/2017			370.00
	001-021-513	AIR COMM: GOOD MORNING AMERICA		1781881-2	08/31/2017			450.00
	001-021-513	AIR COMM: GOOD MORNING MS		1781881-2	08/31/2017			58.00
001	C SPIRE WIRELESS	172879	09/19/2017	09/13/2017			968.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	08/31/2017			150.81
	001-022-605	HR CELL PHONES		0030759348	08/31/2017			50.27
	001-040-605	ADMIN CELL PHONES		0030759348	08/31/2017			134.73
	001-090-605	PLANNING CELL PHONES		0030759348	08/31/2017			150.81

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001	C SPIRE WIRELESS	172879	09/19/2017	09/13/2017			968.57	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	IPAD SERVICE (3)	0030759348	08/31/2017			102.57	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	08/31/2017			156.00	
	001-170-605	RECREATION CELL PHONES	0030759348	08/31/2017			154.06	
	001-205-605	MAINT CELL PHONES	0030759348	08/31/2017			19.33	
	001-161-559	OTTERBOX CASE: MCCOY	0030759348	08/31/2017			49.99	
001	CABLE ONE INC	172881	09/19/2017	09/13/2017			213.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	SEP 2017: #107718371	09012017	09/18/2017			213.05	
001	CABLE ONE INC	172882	09/19/2017	09/13/2017			65.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	AUG CABLE BOX PD: #118476316	09012017	09/08/2017			65.19	
001	FUELMAN OF MS	172883	09/19/2017	09/13/2017			3,141.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP51304485	09/04/2017			125.05	
	001-100-525	UNL FUEL	NP51304485	09/04/2017			2,506.15	
	001-161-525	DSL FUEL	NP51304485	09/04/2017			225.24	
	001-170-525	UNL & DSL FUEL	NP51304485	09/04/2017			166.01	
	001-205-525	UNL FUEL	NP51304485	09/04/2017			119.01	
001	FUELMAN OF MS	172885	09/19/2017	09/13/2017			2,750.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP51339708	09/11/2017			73.74	
	001-100-525	UNL FUEL	NP51339708	09/11/2017			2,048.05	
	001-161-525	UNL & DSL FUEL	NP51339708	09/11/2017			351.66	
	001-170-525	UNL & DSL FUEL	NP51339708	09/11/2017			277.09	
001	CABLE ONE INC	172886	09/19/2017	09/13/2017			88.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	SEPT 2017 SUB STN: #001100699	09012017	09/08/2017			88.94	
001	CREDIT CARD CENTER	172887	09/19/2017	09/13/2017			1,792.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-559	MENS SHIRTS (3): GEORGE,C	08022017	08/03/2017			63.48	
	001-170-502	OMNI CHEER FIT KIT	08022017	08/03/2017			150.00	
	001-001-559	NAME BADGE (7): COUNCIL	08032017	08/04/2017			90.12	
	001-021-559	NAME BADGE: CITY MGR	08032017	08/04/2017			12.87	
	001-170-682	MRPA MEMBERSHIP DUES: BILBO	08072017	08/08/2017			65.00	
	001-170-681	2017 MRPA CONFERENCE: BILBO	08072017	08/08/2017			255.00	
	001-001-681	EXPEDIA CANCELLATION PLAN	08092017	08/10/2017			29.00	
	001-001-681	FLIGHT-DC TRIP: TORJUSEN,P	08092017	08/11/2017			407.61	
	001-161-681	HOTEL-MSFA SEMINAR: JONES,R	08172017	08/18/2017			198.38	
	001-100-559	CREDIT: NOTARY-AGUILAR	08172017	08/18/2017			-134.00	
	001-170-681	DUPL CHG-REVERSAL REQUESTED	08172017	08/18/2017			255.00	
	001-045-500	LANIER TONER CARTRIDGES (3)	08222017	08/23/2017			399.97	

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001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	172897	09/19/2017	09/14/2017			360.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	BASE RATE CHG: MC17431-02	AR304958	07/31/2017				360.00
001	ALABAMA MEDIA GROUP	172898	09/19/2017	09/14/2017			89.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	REZONING ORD: GPC #17-18-RZ	0008308070	08/18/2017	171129			52.80
	001-090-500	PUBLIC NOTICE: GPC #17-09-RZ	0008309434	08/20/2017	171136			18.60
	001-090-500	PUBLIC NOTICE: GPC #17-11-CU	0008309439	08/20/2017	171136			18.12
001	ESTABROOK MOTOR CO INC	172899	09/19/2017	09/14/2017			451.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	THROTTLE BODY: S48	226083	08/24/2017	171148			451.16
001	TEAM ONE COMMUNICATIONS INC	172900	09/19/2017	09/14/2017			1,426.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	REPR RADIO:XTS2500 #205CJF7123	9080105051	09/05/2017	171005			433.00
	001-100-639	REPR RADIO:XTS2500 #205CJF7111	9080104951	09/05/2017	171005			433.00
	001-100-639	REPR RADIO:XTS2500 #205CJF7105	9080104911	09/05/2017	171005			433.00
	001-100-639	LABOR: XTS2500 #205CJF7109	9080104941	09/05/2017	171005			42.50
	001-100-639	LABOR: XTS2500 #205CJF7095	9080104931	09/05/2017	171005			85.00
001	ACTION PRINTING CENTER INC	172901	09/19/2017	09/14/2017			321.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-620	POLICE TOW LABELS (1000)	92549	09/13/2017	171146			321.44
001	MID SOUTH UNIFORM & SUPPLY INC	172902	09/19/2017	09/14/2017			976.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SS NAVY BLUE SHIRT (9)	566689	09/08/2017	171116			385.74
	001-100-559	NAVY PANTS W/STRIPE (9)	566689	09/08/2017	171116			376.11
	001-100-559	RAID JACKET (3)	566689	09/08/2017	171116			51.81
	001-100-559	NAVY/LT BLUE BRAID (18)	566689	09/08/2017	171116			76.50
	001-100-559	MER ID PANEL (3)	566689	09/08/2017	171116			49.74
	001-100-559	EMBROIDERY BACK (3)	566689	09/08/2017	171116			3.75
	001-100-559	EMBROIDERY FRONT (3)	566689	09/08/2017	171116			15.00
	001-100-559	SEW ON PATCH (18)	566689	09/08/2017	171116			18.00
001	MS FIRE ACADEMY	172904	09/19/2017	09/14/2017			605.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	HOW TO DVLP/ASST PFP: GUTHRIE	25707	09/13/2017	171092			240.00
	001-161-681	HOW TO DVLP/ASST PFP:HOCANSON	25707	09/13/2017	170911			240.00
	001-161-681	FIRE SERV CHAPLAIN: MCCLURE,M	25716	09/14/2017				125.00
001	BSN SPORTS	172906	09/19/2017	09/14/2017			458.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	PEE WEE GAME FTBL (6)	900373999	08/30/2017	171163			226.26
	001-170-502	JUNIOR GAME FTBL (4)	900373999	08/30/2017	171163			157.40
	001-170-502	BELT W/YELLOW FLAG (24)	900373999	08/30/2017	171163			74.40

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001	LAWRENCE PRINTING COMPANY INC	172907	09/19/2017	09/14/2017			383.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	MINUTE BOOK 40 & 41 (2)	20656	09/11/2017	171125		196.00	
	001-040-500	SHIPPING	20656	09/11/2017	171125		14.82	
	001-040-500	MINUTE BOOK PAPER (2)	20699	09/11/2017	171125		164.00	
	001-040-500	SHIPPING	20699	09/11/2017	171125		9.15	
001	SINGING RIVER PAINT & BODY	172910	09/19/2017	09/14/2017			455.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPR FRAME CROWN VIC: U #66	00013998	08/16/2017	171111		455.00	
001	SOUTHERN PIPE & SUPPLY	172911	09/19/2017	09/14/2017			94.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	GRID STRAINER: BACOT PARK	1100826-00	08/24/2017	171151		17.05	
	001-170-577	WATER SAVER REPR KIT (3)	1100826-00	08/24/2017	171151		77.40	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172912	09/19/2017	09/14/2017			10.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	NAME INSERT: JAMES LEE	27444	09/01/2017	171175		10.00	
001	NAFECO INC	172913	09/19/2017	09/14/2017			3,054.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	MEN NAVY PANT (29)	891294	08/24/2017	171044		1,302.10	
	001-161-535	LS WHITE SHIRT (9)	891294	08/24/2017	171044		431.55	
	001-161-535	LS NAVY SHIRT (21)	891294	08/24/2017	171044		1,006.95	
	001-161-535	NAVY TIE (30)	891294	08/24/2017	171044		186.30	
	001-161-535	LADY NAVY PANT	891294	08/24/2017	171044		44.90	
	001-161-535	SHIPPING	891294	08/24/2017	171044		83.00	
001	CABLE ONE INC	172914	09/19/2017	09/14/2017			7,248.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	INTERNET LINE CONST: GM PARK	08022017	09/06/2017	171090		7,248.96	
001	MS TOOL SUPPLY	172915	09/19/2017	09/14/2017			310.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	49" RAINCOAT YELLOW (8)	5812000	09/07/2017	171131		159.12	
	001-100-559	REFLECTIVE PANEL (8)	5812000	09/07/2017	171131		64.00	
	001-100-559	REFLECTIVE TRIM (8)	5812000	09/07/2017	171131		64.00	
	001-100-559	SHIPPING	5812000	09/07/2017	171131		23.60	
001	SECURE NETWORKS LLC	172917	09/19/2017	09/14/2017			1,239.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	OPTIPLEX 3040 WINDOWS 7	3185	09/11/2017	171161		783.00	
	001-040-500	MS HOME & BUSINESS 2016	3185	09/11/2017	171161		250.00	
	001-040-500	VIEWSONIC 24" LED MONITOR	3185	09/11/2017	171161		152.00	
	001-040-500	DELL DISPLAY TO VGA ADAPTER	3185	09/11/2017	171161		29.00	
	001-040-500	SHIPPING: BANG, A	3185	09/11/2017	171161		25.00	

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172918	09/19/2017	09/14/2017			198.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	HP 05A TONER CARTRIDGE 2/PK	3350524923	08/26/2017	171157		137.45	
	001-100-500	100/PK DVD-R SPINDLE (2)	3350524935	08/26/2017	171158		43.72	
	001-100-559	100/PK CD/DVD PAPER SLEEVE (2)	3350524935	08/26/2017	171158		16.98	
001	WARING OIL COMPANY LLC	172920	09/19/2017	09/14/2017			1,819.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-525	700 GALS 87 NO-LEAD GAS	001601079	09/06/2017	171197		1,819.40	
001	SIEGEL'S UNIFORM	172921	09/19/2017	09/14/2017			397.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DB DRESS COAT	342303	09/05/2017	171053		259.95	
	001-161-535	MALTESE CROSSES (4)	342303	09/05/2017	171053		8.00	
	001-161-535	DRESS COAT SLEEVE STRIPE (2)	342303	09/05/2017			30.00	
	001-161-535	DRESS TROUSER	342303	09/05/2017			99.95	
001	FIREFIGHTERS BOOKSTORE	172923	09/19/2017	09/14/2017			102.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FD INCIDENT/SAFETY/OFCR BOOK	INV122767	08/25/2017	171153		95.90	
	001-161-681	SHIPPING	INV122767	08/25/2017	171153		6.99	
001	CORE & MAIN LP	172924	09/19/2017	09/14/2017			3,568.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	24 N-12 WTIB CORR PIPE (200)	H766352	09/07/2017	171199		3,568.00	
001	OCCUPATIONAL HEALTH CENTER INC	172925	09/19/2017	09/14/2017			170.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PRE-EMP PHY: GILLESPIE	125501	09/05/2017	171149		65.00	
	001-161-604	PRE-EMP DRUG SCREEN:GILLESPIE	125501	09/05/2017	171149		60.00	
	001-161-604	PRE-EMP PFT: GILLESPIE	125501	09/05/2017	171149		45.00	
001	ECONOMY BOOTS SALES & SERVICE	172926	09/19/2017	09/14/2017			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	DUTY BOOTS: HERMES, TIM	42442	08/02/2017	171059		100.00	
001	RED RIVER SPECIALTIES INC	172927	09/19/2017	09/14/2017			185.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	CREDIT 41 EXTRA 2.5GAL (10)	609368	09/06/2017	171150		150.00	
	001-201-559	FREIGHT	609368	09/06/2017	171150		35.00	
001	MS DEPT OF PUBLIC SAFETY	172928	09/19/2017	09/14/2017			135.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	AUG 2017 INTERLOCK IGN SUMMARY	08312017	09/14/2017			135.00	
FUND TOTAL	1 Claims	to	Checks	63 Total	154,258.81 Manual	Held	Total	154,258.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK BANK	172878	09/19/2017	09/13/2017			635.00	
	Account Number 007-680-803	Description AGENT/ADMIN FEES:KATRINA BOND	Invoice # 27484	Date 09/11/2017	P.O.		Amount	635.00
FUND TOTAL	7 Claims	to	Checks	1 Total	635.00 Manual	Held	Total	635.00

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	M&D CONSTRUCTION COMPANY INC Account Number 050-300-778	172888	09/19/2017	09/13/2017			89,831.53	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION 36%		M&D 0 1754	08/25/2017		89,831.53	
FUND TOTAL	50 Claims	to	Checks	1 Total	89,831.53	Manual	Held	Total 89,831.53

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	172903	09/19/2017	09/14/2017			4,419.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	SS NAVY SHIRT (3)	566658	09/07/2017	170901		129.78	
	157-100-799	PANTS W/STRIPE (3)	566658	09/07/2017	170901		126.63	
	157-100-799	LS SHIRT NAVY (2)	566658	09/07/2017	170901		92.12	
	157-100-799	ARMORSKIN CARRIER NAVY (3)	566658	09/07/2017	170901		267.51	
	157-100-799	SS ARMORSKIN BASE SHIRT (3)	566658	09/07/2017	170901		92.50	
	157-100-799	SEW ON PATCH (14)	566658	09/07/2017	170901		14.00	
	157-100-799	NAVY/LT BLUE BRAID (6)	566658	09/07/2017	170901		25.50	
	157-100-799	ARMORSKIN CARRIER NAVY (3)	566690	09/08/2017	171133		267.51	
	157-100-799	SBA ARMOR LVL 2 MALE (3)	566688	09/08/2017	170545		1,800.00	
	157-100-799	SBA M1 CONCEALABLE CARRIER (3)	566688	09/08/2017	170545		216.00	
	157-100-799	SBA SOFT TRAUMA PLATE (3)	566688	09/08/2017	170545		60.00	
	157-100-799	ARMORSKIN CARRIER NAVY (3)	566688	09/08/2017	170545		267.51	
	157-100-799	SS ARMOSKIN BASE SHIRT (3)	566688	09/08/2017	170545		138.75	
	157-100-799	SEW ON PATCH (6)	566688	09/08/2017	170545		6.00	
	157-100-799	MOTORCYCLE BREECHES (5)	566688	09/08/2017	170545		765.00	
	157-100-799	NAVY/LT BLUE BRAID (12)	566688	09/08/2017	170545		51.00	
	157-100-799	ALTER VEST PANEL	566688	09/08/2017	170545		100.00	
FUND TOTAL 157 Claims	to	Checks	1 Total	4,419.81	Manual	Held	Total	4,419.81

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MS FIRE INVESTIGATORS ASSN	172909	09/19/2017	09/14/2017			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-090-681	MFIA FALL SEMINAR: MCCOY, D		102527	09/07/2017	171202	175.00	
FUND TOTAL 160 Claims	to	Checks	1 Total	175.00 Manual		Held	Total	175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	LOWES HOME CENTERS INC	172842	09/19/2017	09/07/2017			454.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	WATER LINE PARTS: RV SITE		901649	08/09/2017			454.60
171	MORAN HAULING INC	172889	09/19/2017	09/13/2017			30,079.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	SITE WORK		7	08/30/2017			3,300.45
	171-176-779	C/O: PARKING AREA		7	08/30/2017			19,750.00
	171-176-779	REDUCTION IN RETAINAGE		7	08/30/2017			7,028.74
FUND TOTAL 171 Claims	to	Checks	2 Total	30,533.79	Manual	Held	Total	30,533.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC Account Number 176-170-639	172822	09/19/2017	09/01/2017			104.53	
	Description SPRAY WAND(2), SPARY NOZZLE(3)	Invoice # 42192	Date 08/09/2017	P.O.			Amount 104.53	
176	BLOSSMAN GAS, INC. Account Number 176-170-639	172825	09/19/2017	09/05/2017			54.00	
	Description TANK RENTAL: SHEPARD HOUSE	Invoice # 954221	Date 06/30/2017	P.O.			Amount 54.00	
176	AUTO TRUCK AND TRAILER PARTS INC Account Number 176-170-639	172829	09/19/2017	09/05/2017			16.45	
	Description TUBE, BALL VALVE, AIR FITTING	Invoice # 264198	Date 08/08/2017	P.O.			Amount 16.45	
176	LOWES HOME CENTERS INC Account Number 176-170-586	172840	09/19/2017	09/07/2017			18.38	
	Description REPR PARTS: CAMPSITE #24	Invoice # 902012	Date 08/07/2017	P.O.			Amount 18.38	
176	C SPIRE WIRELESS Account Number 176-170-605	172880	09/19/2017	09/13/2017			50.27	
	Description CELL PHONE	Invoice # 0030759348	Date 08/31/2017	P.O.			Amount 50.27	
176	FUELMAN OF MS Account Number 176-170-525	172884	09/19/2017	09/13/2017			26.19	
	Description UNL FUEL	Invoice # NP51304485	Date 09/04/2017	P.O.			Amount 26.19	
176	FOSTERS A/C & HEATING INC Account Number 176-170-702	172908	09/19/2017	09/14/2017			4,702.67	
	Description INSTALL AC UNIT: SHEPARD PARK	Invoice # E1570	Date 08/16/2017	P.O. 171118			Amount 4,702.67	
FUND TOTAL 176 Claims	to	Checks	7 Total	4,972.49 Manual		Held	Total	4,972.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	172841	09/19/2017	09/07/2017			172.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PARTS (43): WATER TRMT PLANT		909969	08/03/2017			109.11
	400-651-581	PARTS (25): WATER TRMT PLANT		968094	08/03/2017			63.09
400	WASTE MANAGEMENT OF MS-GLF COAST INC	172844	09/19/2017	09/07/2017			596.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6589282134	09/01/2017			596.66
400	CLEARWATER SOLUTIONS LLC	172853	09/19/2017	09/11/2017			199,107.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	AUG 2017 OPERATION FEE		GAUTIER057	09/01/2017			199,107.75
400	JACKSON COUNTY UTILITY AUTHORITY	172865	09/19/2017	09/12/2017			179,768.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	SEPT 2017 TREATMENT CHGS		114687	09/01/2017			171,281.00
	400-651-668	FY 2016 ACTUAL FLOW ADJ		114687	09/01/2017			8,487.00
400	CITY OF GAUTIER	172867	09/19/2017	09/12/2017			8,438.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	AUG 2017 GARBAGE (BAL)		08312017	08/31/2017			8,438.28
400	MISSION COMMUNICATIONS LLC	172890	09/19/2017	09/13/2017			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	TRANSDUCER (2): CENTRAL TANK		1010563	08/28/2017			350.00
	400-651-581	FREIGHT		1010563	08/28/2017			10.00
400	MSC 7511	172896	09/19/2017	09/14/2017			316.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2060385	09/09/2017			166.49
	400-650-698	MP C4504 USAGE: B/W		INV2060385	09/09/2017			48.14
	400-650-698	MP C4504 USAGE: COLOR		INV2060385	09/09/2017			101.90
400	HD SUPPLY WATERWORKS LTD	172905	09/19/2017	09/14/2017			1,499.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	METER BOXES (84)		H710291	08/25/2017	171154		1,499.40
400	SOUTHERN WATERWORKS SUPPLY INC	172916	09/19/2017	09/14/2017			583.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	3/4 BRASS COUP CTS X CTS (18)		71448	08/28/2017	171147		312.98
	400-651-583	2X6 FULL CIRCLE CLAMP (3)		71448	08/28/2017	171147		82.49
	400-651-583	2X7 1/2 COLLAR LEAK CLAMP		71448	08/28/2017	171147		54.30
	400-651-583	LONG STAINLESS STEEL BAND (20)		71538	06/06/2017	171147		134.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	172919	09/19/2017	09/14/2017			156.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	24/CT ULTRA FINE SHARPIE		3350098084	08/23/2017	171142		10.56
	400-651-500	YARD STICK		3350168904	08/24/2017	171142		3.70
	400-651-500	LEXMARK 501H TONER		3350168904	08/24/2017	171142		142.49

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DUNNAWAY FENCE LLC	172922	09/19/2017	09/14/2017			1,380.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	LABOR: REPLACE FENCING		09142017	08/21/2017	171155		1,180.00
	400-651-683	MATERIALS:WIRE, TOPRAIL, FITTING		09142017	08/21/2017	171155		200.00
FUND TOTAL 400 Claims	to	Checks 11 Total		392,379.34 Manual		Held		Total 392,379.34

Docket of Claims
Release date from 09/19/2017 thru 09/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	172831	09/19/2017	09/06/2017			82,684.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	AUG 2017 RES GARBAGE SERV		0000850532	08/31/2017		80,136.00	
	404-677-693	AUG 2017 CART RENTAL		0000850532	08/31/2017		2,303.62	
	404-677-693	AUG 2017 COM CART RENTAL		0000850532	08/31/2017		244.92	
FUND TOTAL 404 Claims	to	Checks	1 Total	82,684.54	Manual	Held	Total	82,684.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN MILLS & CAWOOD INC	172929	09/19/2017	09/15/2017			9,250.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	409-223-601	PROJECT MANAGEMENT	EM OB15100126	09/14/2017			200.00	
	409-223-601	ASSESS HAZARDOUS SITE	EM OB15100126	09/14/2017			4,800.00	
	409-223-601	LANDSCAPE FEE (100%)	EM OB15100126	09/14/2017			4,250.00	
FUND TOTAL 409 Claims	to	Checks	1 Total	9,250.00	Manual	Held	Total	9,250.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	63 Total	154,258.81 Manual	Held	Total	154,258.81
FUND 7 Claims	to	Checks	1 Total	635.00 Manual	Held	Total	635.00
FUND 50 Claims	to	Checks	1 Total	89,831.53 Manual	Held	Total	89,831.53
FUND 157 Claims	to	Checks	1 Total	4,419.81 Manual	Held	Total	4,419.81
FUND 160 Claims	to	Checks	1 Total	175.00 Manual	Held	Total	175.00
FUND 171 Claims	to	Checks	2 Total	30,533.79 Manual	Held	Total	30,533.79
FUND 176 Claims	to	Checks	7 Total	4,972.49 Manual	Held	Total	4,972.49
FUND 400 Claims	to	Checks	11 Total	392,379.34 Manual	Held	Total	392,379.34
FUND 404 Claims	to	Checks	1 Total	82,684.54 Manual	Held	Total	82,684.54
FUND 409 Claims	to	Checks	1 Total	9,250.00 Manual	Held	Total	9,250.00
Total for all Funds		Checks	89 Total	769,140.31 Manual	Held	Total	769,140.31

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

ORDER NUMBER 189-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-7 are hereby approved with the exception of Consent Agenda Item #2.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

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

ORDER NUMBER 190-2017

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 accept a donation by Singing River, LLC. of a 2001 Mitsubishi Sweeper Truck, Model #639, VIN# JW6AAC1H21L002338.

IT IS FURTHER ORDERED that this donation is in the best interest of the City of Gautier and will be help with the beautification of the City.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 09/07/2017
Subject: Authorization to accept the donation of a 2001 Mitsubishi Model 639 Sweeper Truck.

REQUEST:

The City is seeking authorization from Mayor and Council to accept a donation of a 2001 Mitsubishi 639 Sweeper Truck VIN JW6AAC1H21L002338. This vehicle should be placed on the City of Gautier current inventory.

BACKGROUND:

The City of Gautier was contacted by Singing River LLC about donating a 2001 Mitsubishi 639 Sweeper Truck.

DISCUSSION:

The City Manager feels the donation of this vehicle is in the best interest of the City of Gautier. The City of Gautier will use this vehicle to help with the beautification of the City.

RECOMMENDATION:

The City Manager recommends that the Mayor and Council authorize the acceptance of the donated vehicle from Singing River LLC.

ATTACHMENTS:

1. 2001 Mits 639 Sweeper Truck

CERTIFICATE OF TITLE

Form 78-101-10-7-1-000

STATE OF MISSISSIPPI

REPLACEMENT

VEHICLE IDENTIFICATION NUMBER
JW6AAC1H21L002338

MAKE
MITS

YEAR
2001

MODEL
639

BODY
TB

TITLE NUMBER
9037997-03

TITLE DATE
01262006

DATE OF FIRST SALE
FOR USE NEW ONLY

NO. CYL.
04

NEW / USED
X

TYPE OF VEHICLE
TRUCK

PASS.
OR GVW

This is a REPLACEMENT Certificate
and may be subject to the rights of a
person under the original certificate.

ODOMETER - TENTHS NOT INCLUDED

006239

ACTUAL MILEAGE

OWNER

SINGING RIVER LLC
2800 US HWY 90
GAUTIER MS 39553

1ST LIENHOLDER (OR OWNER IF NO LIEN)

SINGING RIVER LLC
2800 US HWY 90
GAUTIER MS 39553

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 21 DAY OF JULY 2017
17202003125

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

01948316

DEPARTMENT OF REVENUE

Herb Frierson

VOID IF ALTERED



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

ODOMETER DISCLOSURE STATEMENT

Form 78-015-10-1-1-000

BOTH FEDERAL LAW AND STATE LAW REQUIRE THAT YOU (THE TRANSFEROR) STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I, _____ STATE THAT THE ODOMETER NOW READS _____ (NO TENTHS) MILES AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:

☒ (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MIELAGE OF THE VEHICLE IN EXCESS OF THE ODOMETER'S MECHANICAL LIMITS.

_____ (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS **NOT** THE ACTUAL MILEAGE.

WARNING - ODOMETER DISCREPANCY

MAKE mits MODEL 639 BODY TYPE TB

VEHICLE IDENTIFICATION NUMBER JW6AAC1H21L002338 YEAR 2001

[Signature] Shane Morrison
TRANSFEROR'S SIGNATURE PRINTED NAME

TRANSFEROR'S ADDRESS

PO Box 86757 Baton Rouge LA 70879
STREET CITY OR TOWN STATE ZIP CODE

DATE OF STATEMENT _____

TRANSFeree'S SIGNATURE PRINTED NAME

TRANSFeree'S NAME - ENTER NAME AS IT APPEARS ON THE ASSIGNMENT OF MGFR'S. CERTIFICATE OF ORIGIN, OR TITLE

TRANSFeree'S ADDRESS

STREET CITY OR TOWN STATE ZIP CODE

Mississippi Motor Vehicle Bill of Sale

*Pursuant to 35.VII.5.08

Date: _____

This form represents a legal document {Hereinafter referred to as the "Bill of Sale"}
for the transfer of a vehicle between:

Buyer's Name(s): _____

Buyer's Mailing Address: _____ State: _____

Seller's Name(s): Singing River, LLC

Seller's Mailing Address: PO Box 86757, Baton Rouge, LA 70879 State: LA

Hereinafter referred to as {"the Parties"}

I. Vehicle Description. The vehicle that is to be transferred in this Bill of Sale is
described as:

- Body Type TB
- Make Mitsubishi
- Model 639
- Year Made 2001
- Vehicle Identification Number (VIN) JW6AAC1H21L002338
- Other _____

II. Purchase Price. The total amount for the purchase of the vehicle in this Bill of
Sale is Zero and no/100 Dollars (\$ 0 . 00)

Shall be paid as:

{Check One}

☐ - Single Payment made in ☒ Cash | ☐ Check | ☐ Credit Card | ☐ Other _____

☐ - _____ Dollars (\$_____.____) as a down payment and the
balance due on the _____ day of _____, 20____.

☐ - _____ Dollars (\$_____.____) as a down payment and the
balance due as stated in the promissory note attached to this Bill of Sale.

III. Liens and Encumbrances.

{Check One}

☒ The vehicle is free of all liens and encumbrances

☐ The vehicle has the following liens or encumbrances:

_____. Furthermore,
the Seller agrees to remove any and all liens and encumbrances within _____
days from the date of this Bill of Sale.

IV. Vehicle Condition.

There are no known defects except:

vehicle is sold in "as is" condition, with no warranties or representations

{Check One}

☐ - The date of the last vehicle inspection was on the _____ day of
_____, 20____ and is ☐ attached ☐ not attached to the Bill of Sale.

☒ - The Seller is not aware of the last inspection of the vehicle.

V. Odometer. As of the date of this Bill of Sale, the odometer reads:

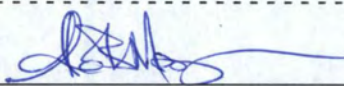
_____ ☐ Kilometers | ☐ Miles

VI. Additional Details. The Parties agree to any other terms or conditions not stated in this Bill of Sale are as follows; _____

VII Signatures.

Buyer #1: _____ Date: _____

(If any) Buyer #2: _____ Date: _____

Seller #1:  Date: _____

(If any) Seller #2: _____ Date: _____

Witness(es)

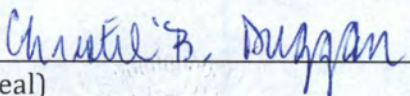
Witness #1: _____ Date: _____

Witness #2: _____ Date: _____

Notary Public

On this 4th day of August, 2017 before me,
Christie B. Duggan
Shane B. Morrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under Penalty of Perjury under the laws of the State of Louisiana that the foregoing is true and correct.

Witness my hand and Official Seal


(Seal)

CHRISTIE B. DUGGAN
NOTARY ID NO. 87411
EAST BATON ROUGE PARISH, LA

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

ORDER NUMBER 191-2017

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

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 19, 2017.

City of Gautier Business Registry August 2017

<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>
*1442	2018-08-0005547	Sala Sno LLC	\$20.00
*****1224	2018-07-0005548	C & M Mortgage Services	\$22.00
569	2018-08-0005549	Floor Trader Gautier	\$92.50
1328	2018-08-0005550	Allen's Tire & Wheel	\$20.00
573	2018-08-0005551	Mcgee Construction	\$20.00
*****551	2018-07-0005552	Norwood's Snowballs	\$22.40
*****852	2018-07-0005553	Bunny Bread	\$22.00
620	2018-06-0005554	Dirt Cheap	\$92.50
571	2018-08-0005555	Coast Mini Warehouses	\$20.00
*****5	2017-10-0005556	Air Master's Mechanical Inc	\$178.50
5	2018-10-0005557	Air Master's Mechanical Inc	\$150.00
1378	2018-08-0005558	Mary's Alterations & Designs	\$20.00
*****780	2018-07-0005559	Sailmaker's Supply	\$22.00
1092	2018-08-0005560	The Disability Consulting LLC	\$20.00
*****1162	2018-07-0005561	Coral Boutique	\$22.00
685	2018-08-0005562	Joe West Realtor	\$20.00
1281	2018-08-0005563	Keesler Federal Credit Union	\$30.00
1276	2018-08-0005564	Ice Cream & More LLC	\$20.00
*1443	2018-08-0005565	Austin Life Consultants	\$20.00
*****1439	Closed Business	Gautier Trendy Fashions	Closed Business
1381	2018-08-0005566	Deaconess Home Care	\$147.00
1225	2018-08-0005567	Twice the Ice	\$20.00
1091	2018-08-0005568	Block Therapy Quilt Shop	\$20.00
*1444	2018-08-0005569	Jelly Doughnuts & Kolaches	\$20.00
1165	2018-08-0005570	Quality Coin Laundry	\$20.00
*1445	2018-08-0005571	A. M. P. Designs	\$20.00
1280	2018-08-0005572	Landry & Associates Realty	\$20.00
565	2018-08-0005573	Baywood Travel	\$20.00
566	2018-08-0005574	Burnham McKinney Pharmacy #3	\$62.50
*****545	Closed Business	C Kinsey Realty	Closed Business
1165	2018-08-0005575	Quality Coin Laundry (Void)	(\$20.00)
1277	2018-08-0005576	Freckles Ice Cream & Bakery	\$20.00
1376	2018-08-0005577	Le's Palace	\$35.00
Total			\$1,218.40
*		New Business	4
**		Slot Amusement	0
***		Due Refund	0
****		Transient Vendor	0
*****		Closed Business	2
*****		Delinquent Renewals Issued	6

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

RESOLUTION NUMBER 033-2017

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 7, 2017 from 9:00 A.M. – 2:00 P.M. is hereby authorized pursuant to Miss. Code Ann. 21-17-1(8); and

WHEREAS, the First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code; and

WHEREAS, the First United Methodist Church of Gautier has received more than the amount waived by the City (\$85.00) in charitable donations from private funding which will be used for this event; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 09/12/2017
Subject: Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

REQUEST:

First United Methodist Church of Gautier requests City Council to waive the \$70 pavilion rental fee and \$15 deposit fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 7, 2017 from 9:00 a.m. – 2:00 p.m.

BACKGROUND:

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 7th 9 a.m. – 2 p.m. . The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 and 12-4 time period.

DISCUSSION:

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Community Activities Manager has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

ATTACHMENTS:

1. Gautier UMC Barks and Parks



First United Methodist Church

P.O. Box 127 - 2717 Highway 90
Gautier, Mississippi 39553

Church: 228-497-1698 or 228-497-6085
Fax: 228-497-1698

Email: fumcgautier@bellsouth.net
Website: fumcgautier.com

September 11, 2017

City Council
Mayor Phil Torjusen
319 Pierre Cove
Gautier, MS 39553

Dear Mayor Torjusen,

Here at First United Methodist of Gautier, we are looking forward to the Bark in the Park/Blessing of the Pets events on October 7, 2017. As a 501(c)(3) organization, we have received more than \$85 in charitable donations from an outside funding source to make this event possible. We look forward to the continued partnership with the City.

Blessings in Christ,

Rev. Austin C. Hoyle, Pastor

GAUTIER PARKS AND RECREATION

Request for Pavilion Usage

DATE OF APPLICATION: 7/11/17

ORGANIZATION OR INDIVIDUAL NAME: First United Methodist Church of Gautier

NAME OF APPLICANT: Bonnie Rodwin CONTACT PHONE: 228-623-4490

CONTACT ADDRESS: 2420 Perch Lane
Gautier, Ms 39553

TYPE OF EVENT: Bark in the Park & Blessing of Dogs
all dogs on a leash

DATE(S) APPLIED FOR: 10/7/17

FACILITIES APPLIED FOR: pavilion next to playground

SET-UP TIME: 9:00 am

CLOSE TIME: 2:00 pm

IT IS HEREBY AGREED between the City of Gautier Parks and Recreation Department and the above party the facility named is reserved on
10/7/17

The person requesting this permit agrees:

1. To personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved period of time.
2. To maintain order and control over persons in the group.
3. To abide by all policies and procedures of the Gautier Parks and Recreation Department as well as those policies regulating this facility.
4. There is NO alcohol allowed on City property, NO water slides, NO farm animals, or any other type of instrument that would require water.

Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations or permits.

Non-profit organizations do not have to pay a fee for rental. To be considered for non-profit status, you must provide a copy of your C-3 Tax Status to the City of Gautier Parks and Recreation Department upon signing the contract.

The rental fee for residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. The rental fee for non-residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. Rental fees will not be refunded due to weather conditions. Fees are only refunded if the park is closed by the City of Gautier for any reason. The cleanup fee will be refunded if the area is left in good condition.

I hereby agree that I have read and understood all the regulations and policies governing the use of the above named facility.

Signature: Bonnie G Rodwin

Date: 7/11/17

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

We, the City of Gautier, as part of the consideration for renting, leasing, or
(Name of liable person or group)

otherwise using the permission facility agree to assume full responsibility and liability for any and all risk if loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said person or group agrees to indemnify and hold the City of Gautier, its agents and servants, and employee's harmless from and against all claims and expenses for same, including attorney fees.

This the 11 day of August, 2017.

Bonnie J. Rodwin
Authorized Signature

Shanda Bang
Witness

OFFICE USE ONLY

Rental Fee () \$35.00 Resident () \$35.00 Non-Resident Receipt # _____ Date Received _____

Deposit Fee \$15.00 Receipt # _____ Date Received _____

Approved () Yes () No Signature: _____ Date: _____

Comments: 501C3- Church

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

ORDER NUMBER 192-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. – 5:00 P.M. is hereby approved.

Silver Sponsor - \$1000.00 by ClearWater Solutions, LLC.

Silver Sponsor - \$1000.00 by Chevron – Pascagoula Refinery
(Check # 0024171265 from Chevron Pascagoula Refinery reflects a total of \$1,500.00 and includes a \$500.00 sponsorship for the City's upcoming Bicentennial Celebration)

Patron Sponsor - \$300.00 by Compton Engineering

IT IS FURTHER ORDERED these monetary donations are 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: **Phil Torjusen**
 Mary Martin
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY City Clerk

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 09/12/2017
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event.

REQUEST:

The Community Activities Manager is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. - 5:00 P.M.

BACKGROUND:

The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place October 1, 2017 from 11 a.m. – 5 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Silver Sponsor \$1,000.00- ClearWater Solutions, LLC
2. Silver Sponsor \$1,000.00- Chevron- Pascagoula Refinery (Please note, check # 0024171265 from Chevron Pascagoula Refinery reflects a total of \$1,500 and includes a \$500 sponsorship for the City's upcoming Bicentennial Celebration.)
3. Patron Sponsor \$300.00- Compton Engineering

RECOMMENDATION:

The Community Activities Manager recommends that City Council approve the above monetary donations for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations; or
2. Not approve the monetary donations

ATTACHMENTS:

1. Sponsorship Checks

CLEARWATER SOLUTIONS LLC

2660 EASTCHASE LN, SUITE 200
MONTGOMERY, AL 36117
(334) 532-3201

2017 Cruisin' the
Coast Sponsorship

September 6, 2017

PAY TO THE
ORDER OF

One Thousand and 00/100 Dollars

\$

1,000.00 DOLLARS

CITY OF GAUTIER

3330 HWY 90
GAUTIER, MS 39553

MEMO

AUTHORIZED SIGNATURE



Chevron Products Company
A Division of Chevron U.S.A. Inc.
P.O. Box 6042
San Ramon CA 94583

62-20
311

No. 0024171265

09/05/2017

PAY TO
ORDER OF

CITY OF GAUTIER MISSISSIPPI
3330 HWY 90
GAUTIER MS 39553

\$\$\$\$\$\$\$\$\$\$\$1,500.00

NOT VALID AFTER 1 YEAR

Chevron
AUTHORIZED SIGNATURE

One Thousand Five Hundred and 00/100 Dollars

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

COMPTON ENGINEERING, INC.

81314

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
09/07/2017		Crusin' the Coast		300.00
DATE 09/11/17			TOTAL	300.00

COMPTON ENGINEERING, INC.

P.O. Box 686
Pascagoula, MS 39568-0686
Phone: 228/762-3970

HANCOCK BANK
PASCAGOULA, MS
85-368/655

81314

PAY **Three Hundred and no/100**

TO THE
ORDER
OF **CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER MS 39553**

DATE 09/11/17 CHECK 81314 CHECK AMOUNT \$300.00

REGISTERED 300 DOLS 00 CTS
R&P 115943

Rene Pettis



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

ORDER NUMBER 193-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the miscellaneous personal property moving expenses totaling \$4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Widening Project STP-9194-00(001) LPA/105069-801000 is hereby approved and authorized for payment.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/13/2017
Subject: Martin Bluff Road Widening Project - Approval and authorization to pay miscellaneous personal property moving expenses totaling \$4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Executive Department requests that City Council approve and authorize payment for miscellaneous personal property moving expenses totaling \$4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

This cost was necessary to move the Pascagoula-Gautier School District's back flow preventer from property being obtained for this project. This cost is limited to actual costs only.

RECOMMENDATION:

The Executive Department recommends that City Council approve and authorize payment for miscellaneous personal property moving expenses totaling \$4,250.00 to Air Master Mechanical, Inc. for the Pascagoula-Gautier School District for the Martin Bluff Road Widening Project.

The City Council may:

- 1) Approve the miscellaneous personal property moving expenses totaling \$4,250.00 for the Martin Bluff Road Widening Project; or
- 2) Not approve the miscellaneous personal property moving expenses totaling \$4,250.00 for the Martin Bluff Road Widening Project

ATTACHMENTS:

1. Right of Way Invoice

Date September 7, 2017

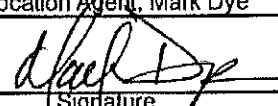
INVOICE - RIGHT OF WAY

P.O. Number 941/

State _____		Acquired By:		Nature of Title	
Vendor No. <u>V99941ROWY0</u> Customer Acct. No. _____		Agreement _____		Fee Simple _____	
Payee <u>Air Masters Mechanical, Inc.</u>		Settlement _____		Perm. Ease _____	
<u>for Pascagoula Gautier School District</u>		Condemnation _____		Temp. Ease _____	
_____		Special _____		D.E. _____	
_____		Circuit _____		84-01 RELOCATION	
_____		Supreme _____		_____	
Mortgagee <u>N/A</u>		TIN NO. <u>64-0652832</u>			
Address <u>1633 Hwy 90 (P.O. Box 727)</u>		_____			
<u>Gautier, MS 39553</u>		_____			

Project No. <u>STP 9194-00-(001)</u>	County <u>Jackson</u>	File No. <u>060-00-00-W</u>
<u>LPA/105069-801000</u>		<u>Pascagoula Gautier School District</u>

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost IRS W-9 FORM SIGNED 04/19/17 SEND CHECK TO RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT	\$ 4,250.00
TOTAL INVOICE	\$ 4,250.00

Recommended For Payment				Approved		Paid By		
Relocation Agent, Mark Dye				Paula Yancey, City Manager		Warrant No. _____		
				_____		Req. No. _____		
Signature				Signature		Date _____		
OCA	Object Level 3	User Code 1 (Function)	User Code 2 Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres	

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

ORDER NUMBER 194-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held August 15, 2017, Budget Meeting held August 22, 2017, Budget Meeting held August 31, 2017, Regular Council Meeting held September 5, 2017 and Budget Meeting held September 12, 2017 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

After a brief discussion of Consent Item #2 the following action was taken.

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

ORDER NUMBER 195-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the registration fees in the amount of \$85.00 per person and hotel accommodations in the amount of \$139.00 per night (per person) for Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference scheduled for October 25-26, 2017 in Oxford, Mississippi are hereby authorized.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

DEPUTY CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 09/07/2017
Subject: Authorization to Register Mayor Phil Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference October 25-26, 2017 in Oxford, Mississippi.

REQUEST:

City Council authorization is requested to register Mayor Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference on October 25-26, 2017 in Oxford, Mississippi.

BACKGROUND:

MML is the official non-profit private organization of cities and towns of Mississippi. The MML lobbies the State and Federal legislatures, provides education for Municipal Elected Officials, provides technical support, represents Municipalities with public and private entities, and is a networking media for Municipal Members.

The MS Municipal League has greatly enhanced and improved education efforts with the implementation of the Small Town Conference, which keeps our City Official abreast on Educational Tracks such as Cleaning Private Property, Local Government Management, Grants and General tracks that cover a variety of topics that will assist local leaders as they make decisions that benefit our community.

Registration for members will be \$85.00 per person and hotel accommodations with a two night stay will be \$139.00 per night.

RECOMMENDATION:

Based on the request, City staff recommends that City Council authorize the registration of Mayor Torjusen, Councilman Casey Vaughan and Councilman Rusty Anderson to attend the 2017 Small Town Conference to be held in Oxford, Mississippi on October 25-26, 2017.

ATTACHMENTS:

1. Registration Forms for the 2017 Small Town Conference



MISSISSIPPI MUNICIPAL LEAGUE

2017 Small Town Conference

OCTOBER 25 - 26, 2017 • OXFORD CONFERENCE CENTER • OXFORD, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Rusty Anderson Title Councilman Ward 4
City/Organization City of Gautier
Address 3330 Hwy 90 City Gautier State MS Zip 39553
Phone 228-497-8000 Fax 228-497-8028
Cell Phone 228-218-9483 E-mail sfarabee@gautier-ms.gov
r.anderson@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 10/2/17)

☒ \$85 Member/Associate Member

☐ \$35 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

Late Registration

(After 10/2/17)

☐ \$95 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

☐ \$95 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com

facebook.com/msmunicipalleague
@mmlonline

Small Town Conference Hotels

Graduate Oxford HOST HOTEL

400 N Lamar Blvd • 662-234-3031
1.6 Miles from Conference Center
Standard Room \$139
Graduate King Terrace \$149
Graduate King Plus \$149
Code: "MML"

Holiday Inn Express

112 Heritage Drive • 662-236-2500
11 miles from Conference Center
Standard Room \$107
Code: "MS Municipal League"

Hampton Inn Oxford Conference Center

103 Ed Perry Blvd • 662-234-5565
Across the Street from Conference Center
Standard Room \$107
Code: "MS Municipal League"

Hampton Inn Oxford West

110 Heritage Drive • 662-232-2242
11 miles from Conference Center
Standard Room \$107
Code: "MS Municipal League"

Marriott TownePlace Suites

105 Ed Perry Blvd • 662-238-3522
Across the Street from Conference Center
Standard Room \$107
Code: "MS Municipal League"

Method of Payment

Check # _____

We accept the following credit cards

☒ VISA ☐ MC ☐ Discover

To make a payment using one of these cards, please contact the MML Office at 601-353-5854.

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.

All cancellation requests must be submitted in writing no later than September 25, 2017 (30 days before the event start date) and will result in a \$10 cancellation fee. To cancel a registration, please contact Tiffany Bush at tbush@mmlonline.com

NO REFUNDS GIVEN AFTER 30 DAY GRACE PERIOD.



MISSISSIPPI MUNICIPAL LEAGUE

2017 Small Town Conference

OCTOBER 25 - 26, 2017 • OXFORD CONFERENCE CENTER • OXFORD, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Phil Torjusen Title Mayor
City/Organization City of Gautier
Address 3330 Hwy 90 City Gautier State MS Zip 39553
Phone 228-497-8000 Fax 228-497-8028
Cell Phone 228-990-4141 E-mail sfarabee@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 10/2/17)

- ☒ \$85 Member/Associate Member
☐ \$35 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

Late Registration

(After 10/2/17)

- ☐ \$95 Member/Associate Member
Name badges will be printed on-site

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Full Name Casey Vaughan Title Councilman Ward 3
City/Organization City of Gautier
Address 3330 Hwy 90 City Gautier State MS Zip 39553
Phone 228-497-8000 Fax 228-497-8028
Cell Phone 228-297-3063 E-mail cvaughan@gautier-ms.gov
sfarabee@gautier-ms.gov

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Councilman Vaughan made the motion to adjourn until October 3, 2017 at 6:30 PM.
Councilwoman Martin seconded the motion and the vote carried unanimously.
Councilman George was absent.

APPROVED BY:

MAYOR

ATTEST:

DEPUTY CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.