

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 16, 2021 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be March 25th starting at 11:00am at the Singing River Mall Property

2. Drive-In Movie Night (Featuring the Lion King) will be March 26th starting at 7:00pm at the Singing River Mall Property

3. Offices will be closed Friday, April 2nd in observance of Good Friday.

IV. Presentation Agenda

V. Business Agenda

1. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2020.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of the Funding Grant Agreement between the Department of Finance and Administration and the City of Gautier

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Authorization to execute extension of the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Consideration of a Conditional Use-Major Permit that would allow an existing mobile home at 5416 C Byrd Road to be repaired and occupied in an AG Agricultural Zoning District.
(GPC Case No. 21-06-CU)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Consideration of a Special Exception to allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District.
(GPC Case No. 21-09-SE)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Consideration of a Special Exception that would allow cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, (GPC Case No. 21-10-SE)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **Consideration for an abatement at 2521 Dolphin Drive, Gautier, MS (Gregory E. Shorey)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. **Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS (Michael Stringfield, Jr.)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. **Approval of the 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. Approval of Minutes from Regular Council Meeting held March 2, 2021**
- 2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**
- 3. Receive January 2021 Finance Report**
- 4. Receive February 2021 Privilege License Reports**
- 5. Approval of water and sewer adjustments dated March 2021 in the amount of \$1,998.59**

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 April 6, 2021 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 16, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be March 25th starting at 11:00am at the Singing River Mall Property
2. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property
3. Offices will be closed Friday, April 2nd in observance of Good Friday.

NOTES:

GAUTIER PRESENTS

TASTY THURSDAY!



GOOD EATS FROM AWESOME

FOODS TRUCKS

MANN KETTLE CORN - HAVENS CREAMERY - TRUE WINGS- TONY'S SMOKEHOUSE- THE SCRATCH KITCHEN- NORWOODS FAMOUS SKINS, TOBY'S SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS

25
MAR
11 AM

SINGING RIVER
MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Made with PosterMyWall.com

FREE EVENT



DRIVE IN MOVIE NIGHT

Featuring The Lion King

**March
26th**

7pm



**SR Mall Property
2800 Hwy 90**



STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

Holiday Proclamations from the Governor:

- New Year's Day (/Education-Publications/Pages/Proclamation-New-Years-Day.aspx)
- Independence Day -- July Fourth (/content/documents/ed_pubs/holidays/Proclamation_July42020.pdf)
- Veteran's Day -- November 11 (/content/documents/ed_pubs/holidays/Veteran%27s%20Day%202019%20Holiday%20Notice.pdf)
- Thanksgiving Day, Christmas Day, and New Year's Day (/content/documents/ed_pubs/holidays/Thanksgiving%20Christmas%20and%20New%20Year%27s%20Holidays%202019.pdf)

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
March 16, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:

March 16, 2021

Title:

Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2020.

Introduced by:

Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2020.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

WHEREAS, Wright, Ward, Hatten & Guel has agreed to perform these services pursuant to the attached Professional Services Agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering this agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2020 is hereby authorized.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

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March 02, 2021

To the Mayor, City Council
and Management
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

We are pleased to confirm our understanding of the services we are to provide the City of Gautier, Mississippi for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis.
- 2) Budgetary comparison schedule — budget and actual.
- 3) Schedule of city's proportionate share of net pension liability.
- 4) Schedule of city's contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of surety bonds.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Elected officials.
- 2) Organization chart.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. However the reports are a matter of public record and distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to mayor, city council and management of the City of Gautier, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report

thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the United States Department of the Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward Hatten & Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These

parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

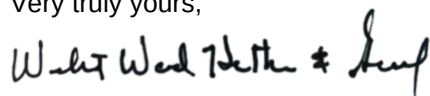
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the United States Department of the Treasury. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 3, 2021 and to issue our reports no later than June 30, 2021. Sande Hentges is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$30,000. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,



Wright, Ward, Hatten & Guel

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

March 16, 2021
**Approval of the Funding Grant Agreement between
the Department of Finance and Administration and
the City of Gautier**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of the Funding Grant Agreement between the Department of Finance and Administration and the City of Gautier

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☐
Other	☒
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier received a Funding Grant Agreement from the Department of Finance and Administration for a grant award in the amount of \$1,500,000.00 for the purchase of the Singing River Mall Property; and

WHEREAS, in order to utilize these funds, the City must enter the attached agreement; and

WHEREAS, the Mayor and Council Members find that entering into this agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a funding grant agreement with the Department of Finance and Administration for a grant award for the Singing River Mall Property in the amount of \$1,500,000.00.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the **City of Gautier** for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the **City of Gautier** in paying costs associated with the local project (hereinafter the "Project") specified in **Section 88 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020** (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed **\$1,500,000.00** for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, the Act establishes the **2020 City of Gautier Land Purchase Fund** for the purpose of providing funds to the **City of Gautier** to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the **City of Gautier** shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the **2020 City of Gautier Land Purchase Fund** for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the **City of Gautier** to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the **City of Gautier** agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the **City of Gautier** agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the **City of Gautier** agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Gautier** shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds,

summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the **City of Gautier** that the Grant Funds on deposit in the **2020 City of Gautier Land Purchase Fund** for the **City of Gautier** should be disbursed to **City of Gautier** and that the **City of Gautier** shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF GAUTIER AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the **2020 City of Gautier Land Purchase Fund** upon the written request of the **City of Gautier** to pay the costs associated with the Project.

The **City of Gautier** certifies and agrees to use all Grant Funds received from the **2020 City of Gautier Land Purchase Fund** solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the **City of Gautier** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Gautier** agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the **City of Gautier** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Gautier** agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the **City of Gautier** agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

The **City of Gautier** agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Gautier** shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

The **City of Gautier** agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the **2020 City of Gautier Land Purchase Fund** sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant Funds have been expended **solely** for the costs of the Project as authorized and provided by the Act

The **City of Gautier** agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

The **City of Gautier** agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

City of Gautier

Attn: Phil Torjusen, Mayor

3330 Highway 90

Gautier, Mississippi 39553

Phone: 228-990-4141

Email: pyancey@gautier-ms.gov

Department of Finance and Administration

Attention: Bond Advisory Division

501 North West Street, Suite 1301A

Jackson, Mississippi 39201

Phone: (601) 359-3402

Fax: (601) 359-2405

Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date

CITY OF GAUTIER

By: _____
Phil Torjusen, Mayor

Date

EXHIBIT A

The **City of Gautier** shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

49763371.v2

Mrs. Gilda Reyes, Bond Advisory Director
Department of Finance and Administration
501 North State Street, Suite 1301
Jackson, Mississippi 39201

RE: Request for Project Funding
2020 City of Gautier Land Purchase Fund

Dear Mrs. Reyes:

We are requesting that you transfer to 2020 City of Gautier Land Purchase Fund
\$ 1,500,000 of State Funds authorized by Section 88 House Bill
1730, 2020 Regular Legislative Session, for the
2020 City of Gautier Land Purchase Fund.

Our electronic payment information is as follows:

Bank Name: _____
Account #: _____
Routing #: _____
MAGIC Vendor#: 3100016398

We appreciate your assistance.

Phil Torjusen, Mayor

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

March 16, 2021
**Authorization to execute extension of the
Preliminary Development Agreement between
the City of Gautier and Blackwater Development
Company, LLC**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to execute extension of the Preliminary Development Agreement between the City of Gautier and Blackwater Development Company, LLC

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:											
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐
Colledge	☐										

Second Made by:											
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐
Colledge	☐										

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, on or about October 22, 2019, the City of Gautier entered into a Preliminary Development Agreement with Blackwater Development Company, LLC; and

WHEREAS, pursuant to written extensions, the Agreement is currently set to expire in March 2021; and

WHEREAS, due to the City's anticipated acquisition of the property, the parties understand and agree the extension is necessary; and

WHEREAS, the City and Developer hereby amend and revise the Agreement to automatically expire on April 15, 2021;

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached extension of the Preliminary Development Agreement with Blackwater Development Company, LLC is authorized and approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

EXTENSION AND RENEWAL OF PRELIMINARY DEVELOPMENT AGREEMENT

On or about October 22, 2019, the City of Gautier (hereinafter, "the City") and Blackwater Development Company, LLC (hereinafter, "Developer") entered into an Preliminary Development Agreement relating to the development and redevelopment of real property designated therein as "the Property". A copy of the Preliminary Development Agreement (hereinafter, "the Agreement") is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word.

Pursuant to written extensions, the Agreement is currently set to expire in March 2021. Based on the timing of the City's anticipated acquisition of the Property, the parties understand and agree that an extension and/or renewal of the Agreement will be necessary. Therefore, the City and Developer hereby amend, revise, and renew the Agreement to expire on April 15, 2021 in the fashion provided in the original Agreement. All other terms and provisions of the Preliminary Development Agreement are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City and Developer under the original Preliminary Development Agreement for the additional period.

No other terms of the original Agreement are hereby modified or amended.

WITNESS OUR SIGNATURES this _____ day of March, 2021.

CITY OF GAUTIER

BLACKWATER DEVELOPMENT
COMPANY, LLC

Paula Yancey, City Manager



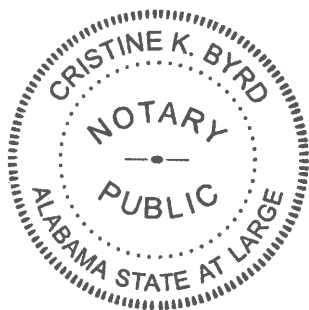
John Abernathy, President

STATE OF Alabama

COUNTY OF Jefferson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Abernathy, who acknowledged to me that he has the authority to bind Blackwater Development Company, 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 Blackwater Development Company, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 10th day of March, A.D., 2021.



Cristine K. Byrd

NOTARY PUBLIC

My Commission Expires: 06-04-23

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., 2021.

NOTARY PUBLIC

My Commission Expires: _____

**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

March 16, 2021
Consideration of a Conditional Use-Major Permit that would allow an existing mobile home at 5416 C Byrd Road to be repaired and occupied in an AG Agricultural Zoning District. (GPC Case No. 21-06-CU).

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow an existing mobile home at 5416 C Byrd Road to be repaired and occupied in an AG Agricultural Zoning District. PID #82420200.000 (GPC Case No. 20-06-CU) The application fee of \$250 was paid on January 15, 2021. All public notice requirements have been met.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
-----------------	--------------------------	---------------	--------------------------	---------------	--------------------------	----------------	--------------------------	----------------	--------------------------	-----------------	--------------------------	-----------------	--------------------------

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 21-06-CU
5416 C BYRD ROAD – AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 824202000.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow an existing mobile home in a AG Agricultural Zoning District was submitted by Zdenek Thor, LLC; and

WHEREAS, the parcel subject to this Permit is located at 5416 C Byrd Road in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its March 4, 2021 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of such a permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a mobile home, is permitted as a Conditional Use-Major in AG Agricultural Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the application submitted by Zdenek Thor, LLC on January 15, 2021 for a Conditional Use-Major Permit.

IT IS FURTHER ORDERED that no specific conditions are required for the permit to be issued.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/9/2021
Subject: Consider a request for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-CU)

REQUEST:

The Planning Department has received a request by Zdenek Thor, LLC for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-CU). The application fee of \$250 was paid on January 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

Location: 5416 C Byrd Road (See Exhibit A)

General features of the proposed project:

Total Area: 1 Acre

Mobile Home located on property

Existing Zoning – AG Agricultural (See Exhibit B)

Existing Land Use – Vacant Mobile Home (See Exhibit C)

Comprehensive Plan Future Land Use Designation – Mixed Use Residential. (See Exhibit D)

DISCUSSION:

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

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: In 1A zone.

Staff Finding: Yes. Dwelling, Mobile/Manufactured Home is listed as a Conditional Use-Major in an AG Agricultural District.

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.

Applicant Response: We are proposing to repair the property and continue use as before. There will be no problem with density, bulk, and intensity of structures; parking; or other uses.

Staff Finding: The proposed use is allowed in an AG zoning district with a Major Conditional Use.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, the project will not negatively affect neighboring property. There are many mobile homes in the area. We are proposing to repair and inhabit an existing mobile home that has not been used due to medical issues of the former owner.

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.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, the project will not adversely affect vehicular or pedestrian traffic in the vicinity. It is a rural area, and the proposed use is a family dwelling.

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

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?

Applicant Response: Yes, the proposed use is covered by existing utilities and services.

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

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Comprehensive plan should not have any effect by allowing the home to remain.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Mixed Use Residential.

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.

Applicant Response: No, this is a restoration project – to restore a family dwelling to its previous use.

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

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.

Applicant Response: This home was in Agricultural 1A zone prior to annexation by Gautier. All homes on this street are manufactured homes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

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 condition.

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Conditional Use Major based on the conditions and surrounding atmosphere of the property.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Complete Packet 21-06-CU
2. Excerpt GPC Meeting 3.4.21 (#21-06-CU)

Excerpt from March 4, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Zdenek Thor, LLC for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC Case #21-06-CU).

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that Staff finds that the area where the mobile home is located has existing mobile homes surrounding it so Staff is not opposing the Conditional Use in any way.

REQUEST:

The Planning Department has received a request by Zdenek Thor, LLC for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-CU). The application fee of \$250 was paid on January 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5416 C Byrd Road (See Exhibit A)
2. General features of the proposed project:
Total Area: 1 Acre
Mobile Home located on property
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use – Vacant Mobile Home (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Mixed Use Residential. (See Exhibit D)

DISCUSSION:

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

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: In 1A zone.

Staff Finding: Yes. Dwelling, Mobile/Manufactured Home is listed as a Conditional Use-Major in an AG Agricultural District.

2. 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.

Applicant Response: We are proposing to repair the property and continue use as before. There will be no problem with density, bulk, and intensity of structures; parking; or other uses.

Staff Finding: The proposed use is allowed in an AG zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, the project will not negatively affect neighboring property. There are many mobile homes in the area. We are proposing to repair and inhabit an existing mobile home that has not been used due to medical issues of the former owner.

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.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, the project will not adversely affect vehicular or pedestrian traffic in the vicinity. It is a rural area, and the proposed use is a family dwelling.

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

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?

Applicant Response: Yes, the proposed use is covered by existing utilities and services.

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

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Comprehensive plan should not have any effect by allowing the home to remain.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Mixed Use Residential.

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.

Applicant Response: No, this is a restoration project – to restore a family dwelling to its previous use.

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

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.

Applicant Response: This home was in Agricultural 1A zone prior to annexation by Gautier. All homes on this street are manufactured homes.

Staff Finding: The proposed use will conform to district regulations.

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 condition.

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:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

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 changes;
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

Jimmy Zdenek, the applicant, stated that the previous owner of the mobile home had been in a bad wreck and due to medical bills, etc. had to file bankruptcy. Subsequently, the property was lost to unpaid property taxes. Mr. Zdenek stated that he had bought the property and was trying to improve the community by repairing the mobile home so it could be occupied.

Chairman Wooten asked Mr. Zdenek if he intended on renting or selling the mobile home.

Mr. Zdenek stated that he had already had people contact him regarding the mobile home. He also stated that there was a need for affordable housing and that he was planning on fixing it up but had not decided if he was going to rent it or sell it. If he can't get power turned on then the mobile home would be worthless to him.

Chairman Wooten asked Mr. Ankerson if the mobile home would have to be brought up to code.

Mr. Ankerson advised that a Power Release inspection would have to be made before power was released and everything would have to meet codes. The City does not release

temporary power to mobile homes. Most people use a generator for power to make repairs. He reminded Commissioners that this was not an area that had been rezoned. The UDO requires a Conditional Use in an Agricultural district for mobile homes and because the mobile home has lost its legal non-conforming status due to being vacant in excess of 180 days, a Conditional Use has to be issued to allow the mobile home to remain.

There were none in attendance speaking in opposition of the request and Staff had received no calls or letters opposing the request.

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the Conditional Use Major based on the conditions and surrounding atmosphere of the property.

Commissioner Jamison seconded the motion and the following vote was recorded:

AYES:	Kay C. Jamison
	Jimmy Green
	Joshua Ward
	Paul Gainer
	William Davis
	Claude Stubbs
	David Wooten

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 4, 2021

GPC #21-06-CU

Zdenek Thor, LLC

5416 C Byrd Road

VII. NEW BUSINESS

1. Consider a request by Zdenek Thor, LLC for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-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: February 16, 2021

Subject: Consider a request for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-CU)

REQUEST:

The Planning Department has received a request by Zdenek Thor, LLC for a Conditional Use-Major that would allow an existing mobile home located in an AG Agricultural Zoning District to be repaired and occupied. 5416 C Byrd Road, PID #82420200.000, (GPC #21-06-CU). The application fee of \$250 was paid on January 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5416 C Byrd Road (See Exhibit A)
2. General features of the proposed project:
Total Area: 1 Acre
Mobile Home located on property
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use – Vacant Mobile Home (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Mixed Use Residential. (See Exhibit D)

DISCUSSION:

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

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: In 1A zone.

Staff Finding: Yes. Dwelling, Mobile/Manufactured Home is listed as a Conditional Use-Major in an AG Agricultural District.

2. 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.

Applicant Response: We are proposing to repair the property and continue use as before. There will be no problem with density, bulk, and intensity of structures; parking; or other uses.

Staff Finding: The proposed use is allowed in an AG zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, the project will not negatively affect neighboring property. There are many mobile homes in the area. We are proposing to repair and inhabit an existing mobile home that has not been used due to medical issues of the former owner.

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.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, the project will not adversely affect vehicular or pedestrian traffic in the vicinity. It is a rural area, and the proposed use is a family dwelling.

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

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?

Applicant Response: Yes, the proposed use is covered by existing utilities and services.

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

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Comprehensive plan should not have any effect by allowing the home to remain.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Mixed Use Residential.

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.

Applicant Response: No, this is a restoration project – to restore a family dwelling to its previous use.

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

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.

Applicant Response: This home was in Agricultural 1A zone prior to annexation by Gautier. All homes on this street are manufactured homes.

Staff Finding: The proposed use will conform to district regulations.

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 condition.

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:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

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 changes;
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

21-06-CU

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

Name of Applicant: ZDENEX THOR LLC

Name of Business: _____ Phone: 228-238-7253

Property Address: 5416 CBYRD RD Mailing Address (if Different): 7500 LAKEFRIDGE DR
OCEAN SPRINGS

E-Mail Address: JIMMY ZDENEX @ BELL SOUTH, NCT

Proposed Use Requiring Conditional Use: MOBILE HOME 1A ZONE (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).
- _____ 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): Jimmy Zdenex Date of Application: 1/15/2021
Managing Member

FOR OFFICE USE ONLY	
Date Received <u>1-15-21</u>	Verify as Complete <u>Pabs</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>SB</u>

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?
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.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
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?
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
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.
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.

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.

For **Conditional Use Approval**

1. In 1A zone.
2. We are proposing to repair the property and continue use as before. There will be no problem with density, bulk, and intensity of structures; parking; or other uses.
3. No, the project will not negatively affect neighboring property. There are many mobile homes in the area. We are proposing to repair and inhabit an existing mobile home that has not been used due to medical issues of the former owner.
4. No, the project will not adversely affect vehicular or pedestrian traffic in the vicinity. It is a rural area, and the proposed use is a family dwelling.
5. Yes, the proposed use is covered by existing utilities and services.
6. Comprehensive plan should not have any effect by allowing the home to remain.
7. No, this is a restoration project—to restore a family dwelling to its previous use.
8. This home was in agricultural 1A zone prior to annexation by Gautier. All homes on this street are manufactured homes.

Barbara (Babs) Logan

From: Pat Zdenek <jimmyzdenek@bellsouth.net>
Sent: Tuesday, February 9, 2021 7:26 PM
To: Barbara (Babs) Logan
Subject: Re: Narrative

Narrative on property located on C Byrd Road formerly owned by Amy Obiol where power is being requested to be restored to the manufactured home located at the location.

Amy Obiol was the former owner to the property located on CByrd Road. She was involved in a serious automobile wreck when she entered Hwy 57 from her home address and due to her serious medical condition she had to file bankruptcy. Due to her medical bills she was not able to maintain power to the home.

The property was subsequently lost to unpaid property taxes for 2017. I purchased the interest that Kale Farms had in the property by virtue of the tax sale. I contacted Amy Obiol and purchased any interest she had remaining in the property. My intentions were to restore the home so that it would be an asset rather than a liability to the community.

The area where the manufactured home is located primarily has other manufactured homes. The home is located on one acre of land and has a water tower with Gautier located behind the property. Ms. Obiol had also been unable to maintain the property due to medical conditions and other problems and the property had grown up. It has already been partially cleared.

I started the cleanup process at the home and contacted Gautier to see about getting power restored to the property. This was when I found out that Gautier required a conditional use permit to manufactured homes if the power is not active for six months. The home is zoned 1A.

i request that I be allowed to repair the home to provide housing due to the hardship of people being able to find affordable property to own and rent in the current housing market..

Jimmy Zdenek

Property Manager Zdenek THOR LLC

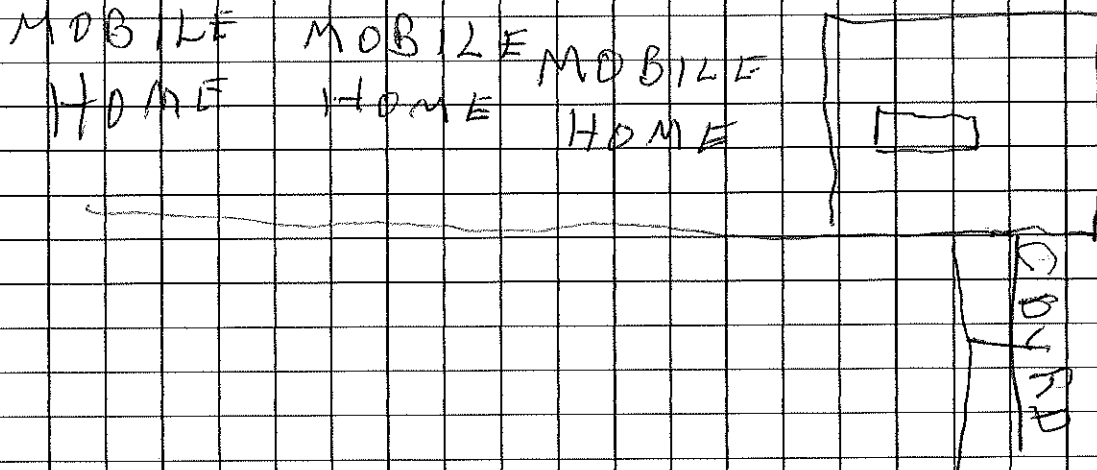
On Monday, February 8, 2021, 12:34:15 PM CST, Barbara (Babs) Logan <blogan@gautier-ms.gov> wrote:

Mr. Zdenek,

I have been reviewing your request for a Conditional Use at 5416 C Byrd Road to occupy an existing mobile home. You have answered the Criteria questions but I also need a Narrative giving a little more detail of the situation and what you are requesting.

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.

DIAGRAM



COPY

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202100648 BK:2006 PG:583-585
01/08/2021 03:14:26 PM 3 PGS
TFOUNTAIN,DC Ropt#726

Prepared By:

RCR Properties of Meridian LLC
8984 Massey Estate Drive
Meridian, MS 39305
Phone 601-513-2677

Remit To:

RCR Properties of Meridian LLC
8984 Massey Estate Drive
Meridian, MS 39305
Phone 601-513-2677

Indexing: COM SWC SW1/4 NW1/4 N 1191.12' E 630' TO POB
CONT E 210' S 210' W 210 N 210' TO POB

sec 15 TS 6S R 5W

State of Mississippi
County of JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash paid, the sufficiency of which is hereby acknowledged, the undersigned,

**KALE Farms, LLC, a Mississippi Company
C/O RCR Properties of Meridian, LLC
8984 Massey Estates Drive
Meridian, MS 39305
601-513-2677**

Does hereby sell, release and quitclaim to:

**ZDENEK THOR LLC
7500 Lakeridge Drive
Ocean Springs, MS 39564
1-228-238-0845**

Any right, title and/or interest that it may hold, if any, as purchaser of the 2017 delinquent taxes the ensuring maturity and tax deed issuance, in and to the following described property lying and being situated in Jackson County, Mississippi, as described as follows:

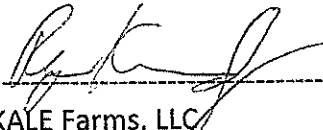
**COM SWC SW1/4 NW1/4 N 1191.12' E 630' TO POB CONT E 210' S 210' W 210 N 210' TO POB
PARCEL NO: 01015120.150, PPIN:4419**

This conveyance made subject to all applicable restrictive covenants, easements and right-of-way that have been previously reserved.

Grantor is conveying its interest in the 2017 Jackson County, Mississippi property tax and tax deed recorded **INSTRUMENT NO: 202028033, Deed Book 2004 PAGE 858** it is the intention of Grantor to convey whether correctly described or not the property conveyed Grantor by tax deed of the records of the **Chancery Clerk of Jackson County**. Grantee is responsible for all other taxes and/or fees due **Jackson County** or any other entity.

This conveyance is made without warranty of title, neither expressed nor implied. All legal/maps descriptions are based on County Tax Assessors records and Seller does not warrant the accuracy of legal/map description. Grantor conveys only such title as is vested in said company by virtue of said deed.

WITNESS my signature this the 4th day of Jan 2021.



KALE Farms, LLC

By Ryan Kennedy, Member

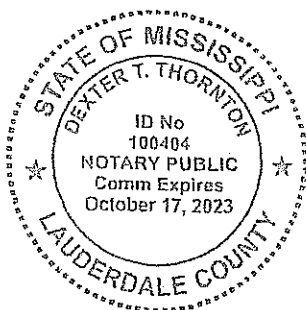
RCR Properties of Meridian LLC

Pursuant Corporate Resolution Dated 09/22/2020

State of Mississippi
County of Lauderdale

This day personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named **Ryan Kennedy, a member of RCR Properties of Meridian LLC**, who acknowledged to me that in such capacity he signed and delivered the foregoing Quitclaim Deed for and on behalf of **KALE Farms, LLC**, having been first duly authorized to do so.

Given under my hand and seal on this 4th day of Jan, 2021



NOTARY PUBLIC

SPECIAL, LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Alan Barnette, adult resident and citizen of Cape Girardeau County, Missouri, anticipate that a Special Limited Power of Attorney may be useful in certain circumstances, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint:

RCR Properties of Meridian, LLC a Mississippi Company

as our attorney in fact, granting unto it full power to execute any and all documents deemed necessary, singly or jointly and the Grantors herein, do hereby authorize said true and lawful attorney to assist in the sale and contract for the sale of the following property owned by:

KALE Farms, LLC a Mississippi Company

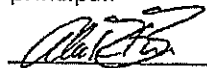
Clydesdale Farms, LLC a Mississippi Company

L & E Properties, LLC a Mississippi Company

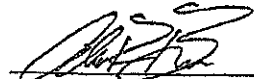
and for the purpose and the purpose only, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with me herein in the doing or executing of any and all acts including but not limited to the following act, deeds and thing, to wit:

To sell, convey, hypothecate, pledge, quitclaim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal or encumbrance, of real property which is owned by the above named parties which was acquired by tax liens which have matured, real, personal or otherwise whatsoever or in any custody, possession, interest, or right therein, upon such terms as of my attorney shall be binding on myself and my heirs, legal and personal representative, and assigns whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable information or notice thereof shall have been received by my said attorney.

The Power of Attorney shall not be affected by the subsequent disability or incompetency of the principal.



Member, KALE Farms, LLC



Member, Clydesdale Farms, LLC



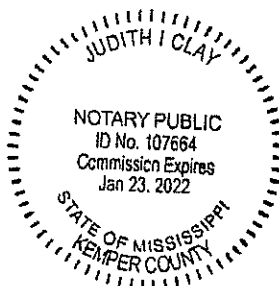
Member, L&E Properties, LLC

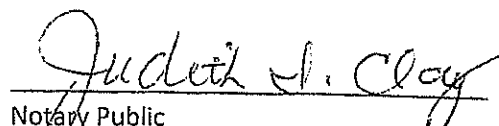
STATE OF Mississippi
COUNTY OF Kemper

ON THIS, the 22 day of Sept, 2020, before me Alan Barnette, personally appeared known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and acknowledged that he executed the Limited General Power of Attorney.

My commission Expires:

Jan 23 2022





Notary Public

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

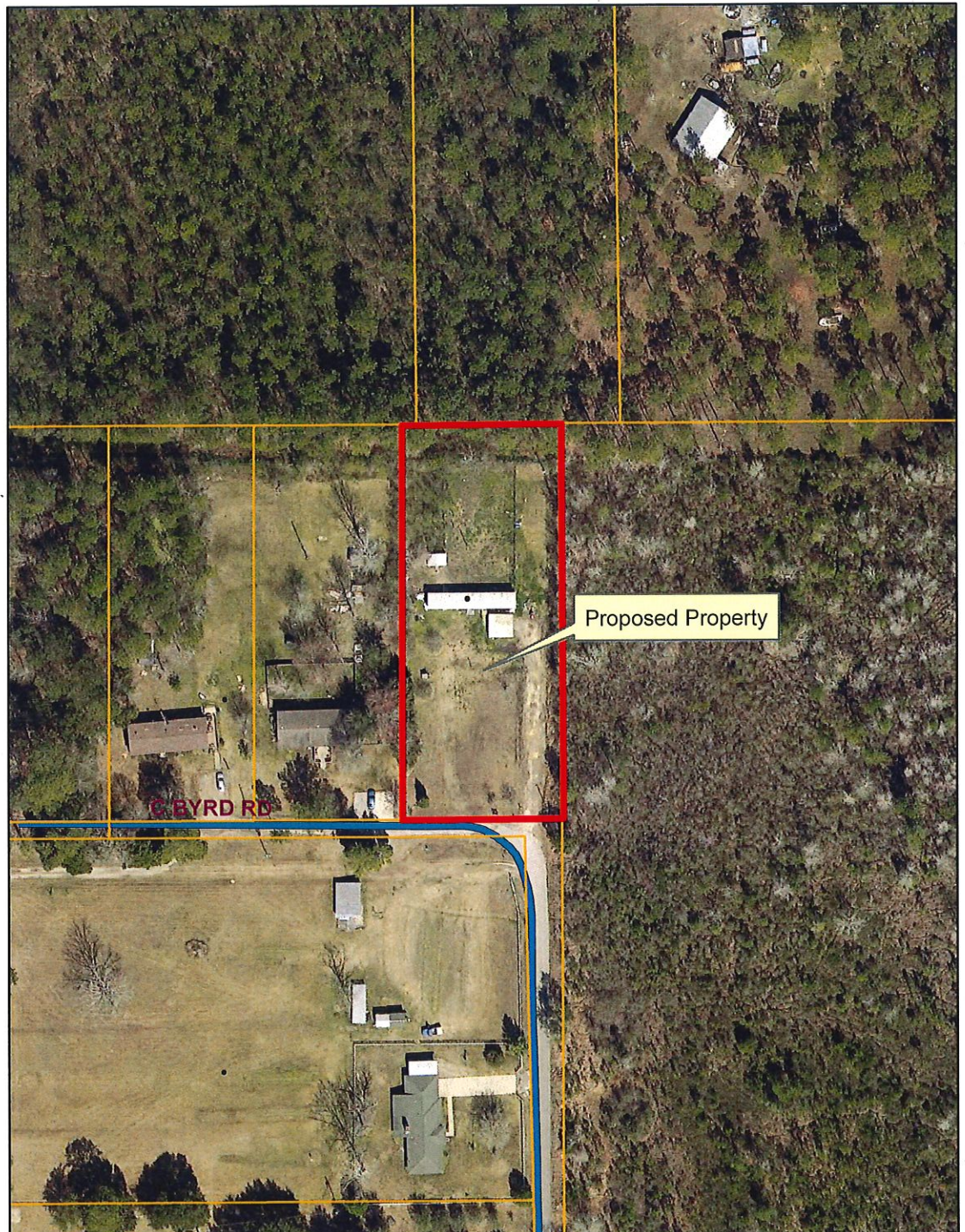


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

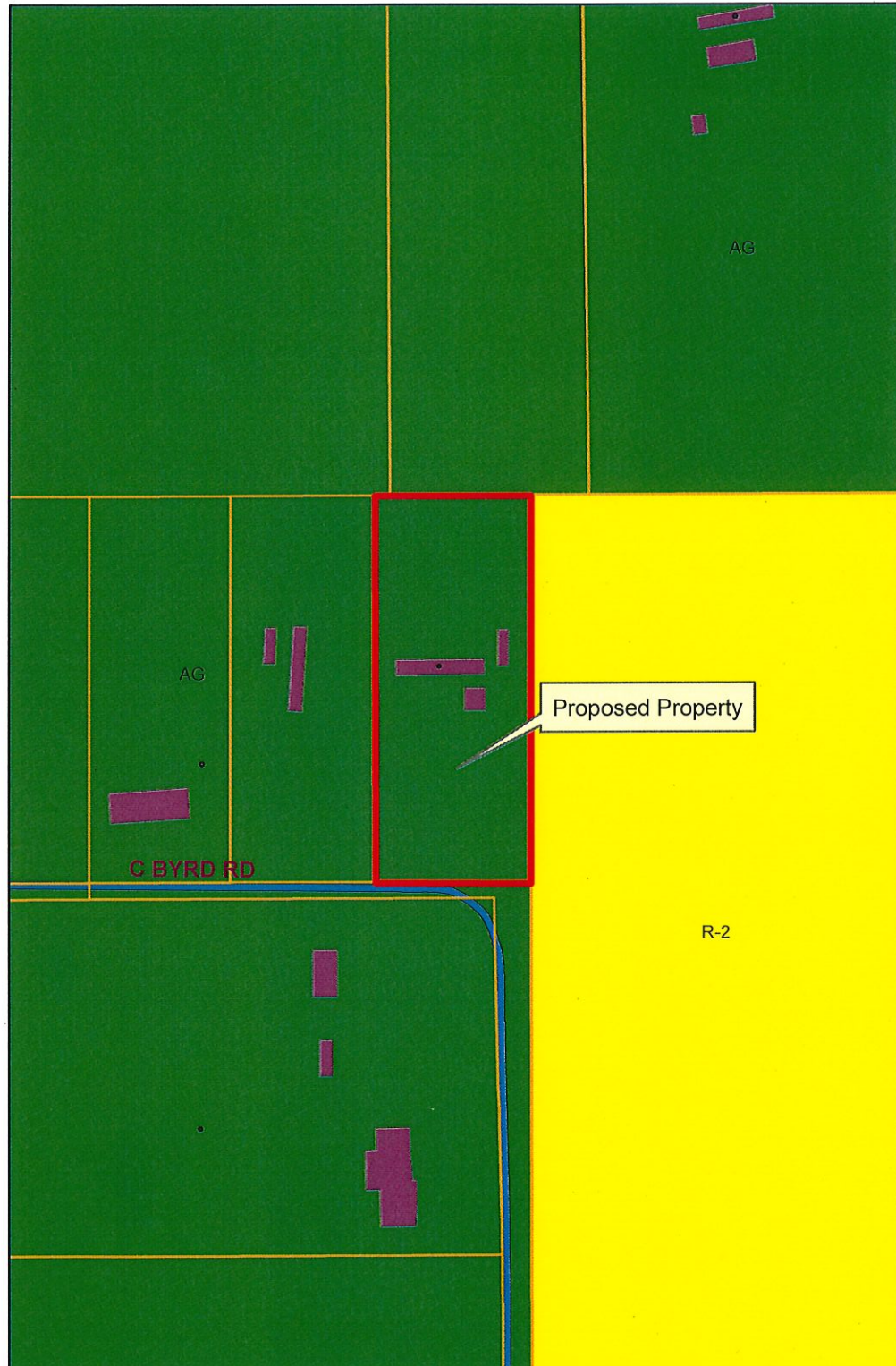


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- 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

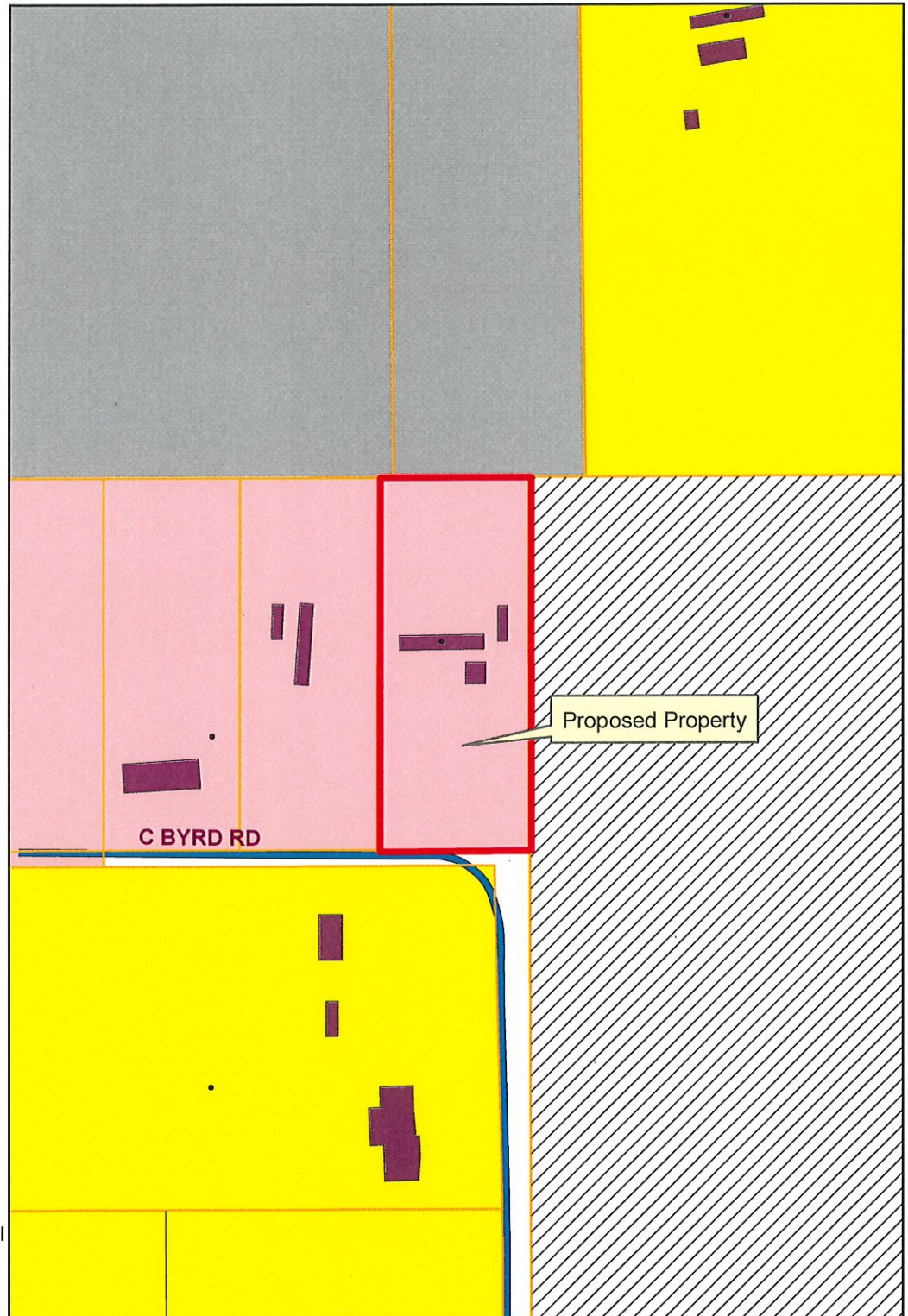


Exhibit D Future Land-Use

Prepared By:

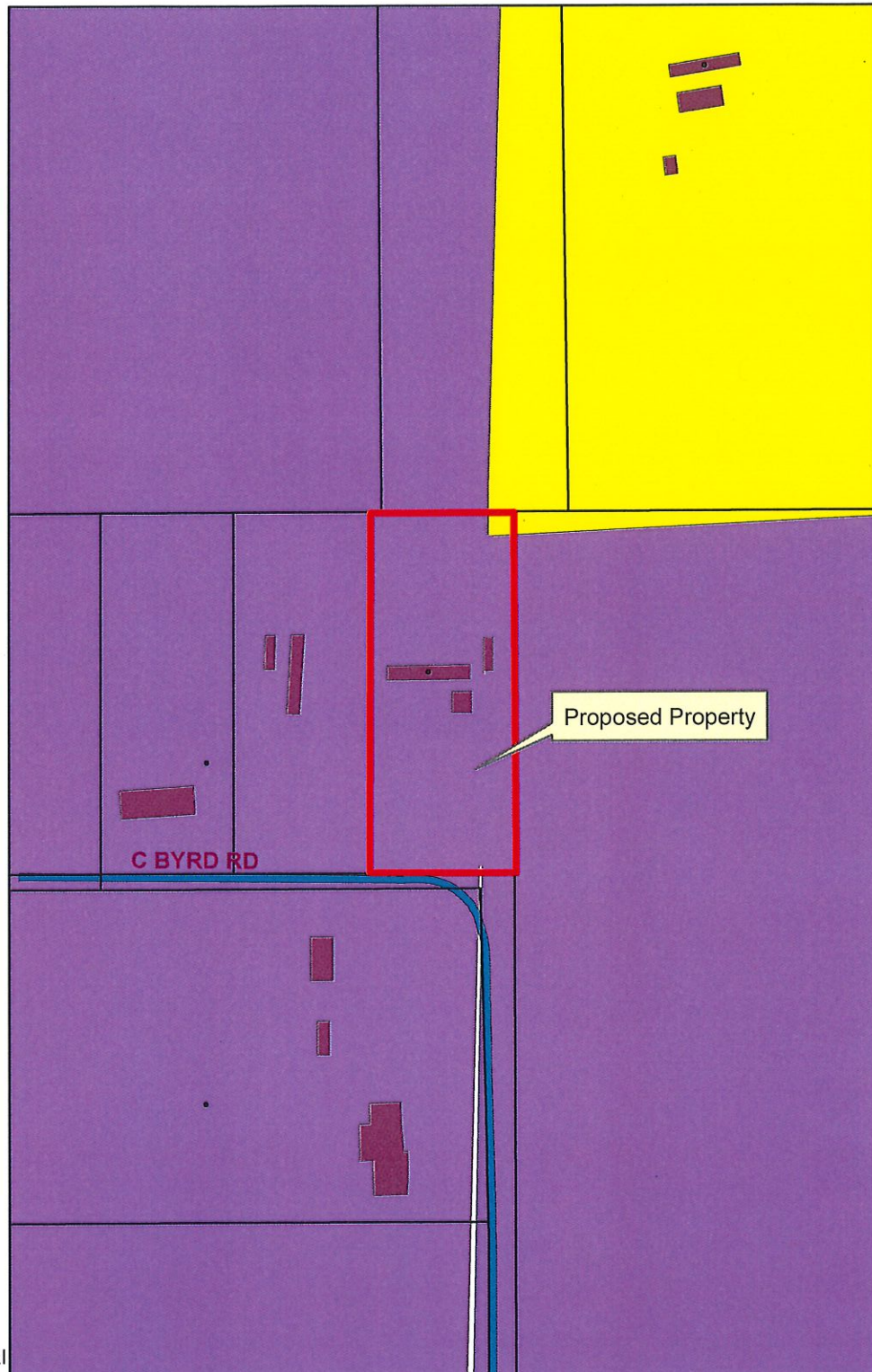
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- 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



CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Consideration of a Special Exception to allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District. (GPC Case No. 21-09-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception to allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District, PID #82436055.195 (GPC Case No. 21-09-SE). The application fee of \$250 was paid on January 26, 2021. All public notice requirements have been met.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 21-09-SE
2101 OLD SPANISH TRAIL – COMMERCIAL WAREHOUSE IN A
TCMU TOWN CENTER MIXED USE ZONING DISTRICT
REGARDING PARCEL ID NO: 82436055.195**

WHEREAS, an application for a Special Exception Permit to allow a Commercial Warehouse in a TCMU Town Center Mixed Use Zoning District was submitted by Trident Construction; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a commercial warehouse, requires a Special Exception Permit in the TCMU Town Center Mixed Use Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 2101 Old Spanish Trail, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its March 4, 2021 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended denial of such a permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (will or will not) be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to (approve or deny) a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and approves the application submitted by Trident Construction on January 26, 2021 for a Special Exception Permit.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/9/2021
Subject: Consider a request for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District. (GPC Case No. 21-09-SE)

REQUEST:

The Planning Department has received a request by Trident Construction for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District, PID #82436055.195 (GPC Case No. 21-09-SE). The application fee of \$250 was paid on January 26, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

Location: 2101 Old Spanish Trail, PID #82436055.195 (See Exhibit A)

General features of the proposed project:
Site Size: approximately 1.70 Acres

Potable Water and Wastewater Services: Existing from City

Current Zoning (See Exhibit B): TCMU Town Center Mixed Use

Current Surrounding Zoning (See Exhibit B): Town Center Mixed Use District.

Current Surrounding Existing Land Use (See Exhibit C): Specialty Retail to the North, Professional Occupation Office to the east, and Medical Clinic to the west.

Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: The property would become useless and we still have to pay for it.

Staff Finding: The City's Unified Development Ordinance, Article V, Table No. 4 lists 52 permitted uses in the Town Center Zoning District and 52 "Conditional Uses". The proposed use of a "Commercial Warehouse" is only allowed by right in an I-2 Industrial district and as a Conditional Use in a C-3 Highway Commercial district.

Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare.

Applicant Response: The property will stay clean and nice so if a developer wants to buy and develop, we will always listen.

Staff Finding: Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.

Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: The new downtown ordinances will not let us do anything useful to the property.

Staff Finding: Staff finds that the circumstances are a result of the lack of due diligence of the applicant. Had the applicant inquired about the zoning of the property and the allowed uses prior to purchasing, it would have been known that the applicants intended use of the property would not have been allowed by right according to City's Unified Development Ordinance as it pertains to uses in a Town Center zoning district.

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

The property changes ownership

The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines Hardship as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or

special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception to allow a commercial warehouse.

The City Council may:

- Approve the Special Exception;
- Approve the Special Exception with changes; or
- Deny the Special Exception.

ATTACHMENTS:

- 1. Excerpt GPC Meeting 3.4.21 (#21-09-SE)
- 2. Complete Packet 21-09-SE

Excerpt from March 4, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Trident Construction for a Special Exception that would allow a commercial warehouse in a TCMU Town Center Mixed Use Zoning District. 2101 Old Spanish Trail, PID #82436055.195 (GPC Case No. 21-09-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated the existing building is a metal building and a Special Exception was partially created for instances where existing buildings may not fit uses allowed in a particular district. Mr. Ankerson said he feels the use does fit but because TCMU is a protected commercial district it might be necessary for some conditions to be placed on the Special Exception if approved. Mr. Ankerson noted the owner/applicant has already placed a Conex box on the property which is not allowed for the site.

REQUEST:

The Planning Department has received a request by Trident Construction for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District, PID #82436055.195 (GPC Case No. 21-09-SE). The application fee of \$250 was paid on January 26, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 2101 Old Spanish Trail, PID #82436055.195 (See Exhibit A)
2. General features of the proposed project:
Site Size: approximately 1.70 Acres
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): Town Center Mixed Use District.
6. Current Surrounding Existing Land Use (See Exhibit C): Specialty Retail to the North, Professional Occupation Office to the east, and Medical Clinic to the west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: *The property would become useless and we still have to pay for it.*

Staff Finding: *The City's Unified Development Ordinance, Article V, Table No. 4 lists 52 permitted uses in the Town Center Zoning District and 52 "Conditional Uses". The proposed use of a "Commercial Warehouse" is only allowed by right in an I-2 Industrial district and as a Conditional Use in a C-3 Highway Commercial district.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare.

Applicant Response: *The property will stay clean and nice so if a developer wants to buy and develop, we will always listen.*

Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *The new downtown ordinances will not let us do anything useful to the property.*

Staff Finding: *Staff finds that the circumstances are a result of the lack of due diligence of the applicant. Had the applicant inquired about the zoning of the property and the allowed uses prior to purchasing, it would have been known that the applicants intended use of the property would not have been allowed by right according to City's Unified Development Ordinance as it pertains to uses in a Town Center zoning district.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

Ryan Markle, representative for Trident Construction, stated they were the original developers that redeveloped the property for Harbor Freight and since Harbor Freight did not have any use for the back part of the parcel Trident Construction split the parcel and retained the rear portion of the original parcel and the existing warehouse. Mr. Markle stated that in addition to development they did construction and in order to use the existing warehouse for storage they needed to get power to the building. He also stated the company had discussed producing precast concrete units at the location.

Mr. Ankerson advised the applicant and Commissioners that industrial uses are not allowed in a TCMU District and would need further approval. He reminded them the request being discussed at this time was only for the commercial warehouse. He also added that the property and the existing building did not meet the size requirements that would allow placement of a Conex box.

There were none in attendance speaking in opposition of the request and Staff had received no calls or letters opposing the request.

ACTION TAKEN:

Commissioner Green made a motion to recommend that City Council approve the Special Exception to allow a commercial warehouse.

Commissioner Gainer seconded the motion and the following vote was recorded:

AYES:	Kay C. Jamison
	Jimmy Green
	Joshua Ward
	Paul Gainer
	William Davis
	Claude Stubbs
	David Wooten

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 4, 2021

GPC #21-09-SE

Trident Construction

2101 Old Spanish Trail

VII. NEW BUSINESS

1. Consider a request by Trident Construction for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District, PID #82436055.195 (GPC Case No. 21-09-SE)

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: February 18, 2021

Subject: Consider a request for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District. (GPC Case No. 21-09-SE)

REQUEST:

The Planning Department has received a request by Trident Construction for a Special Exception that would allow a commercial warehouse at 2101 Old Spanish Trail in a TCMU Town Center Mixed Use Zoning District, PID #82436055.195 (GPC Case No. 21-09-SE). The application fee of \$250 was paid on January 26, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 2101 Old Spanish Trail, PID #82436055.195 (See Exhibit A)
2. General features of the proposed project:
Site Size: approximately 1.70 Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): TCMU Town Center Mixed Use
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7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: *The property would become useless and we still have to pay for it.*

Staff Finding: *The City's Unified Development Ordinance, Article V, Table No. 4 lists 52 permitted uses in the Town Center Zoning District and 52 "Conditional Uses". The proposed use of a "Commercial Warehouse" is only allowed by right in an I-2 Industrial district and as a Conditional Use in a C-3 Highway Commercial district.*

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Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

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Staff Finding: *Staff finds that the circumstances are a result of the lack of due diligence of the applicant. Had the applicant inquired about the zoning of the property and the allowed uses prior to purchasing, it would have been known that the applicants intended use of the property would not have been allowed by right according to City's Unified Development Ordinance as it pertains to uses in a Town Center zoning district.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
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4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
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- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

21-09-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Homer Z Martin

Name of Business: Trident Constuction PID # 824 36055.195

Address: 2101 Old Spanish Trail, Gautier, MS, 39553

Mailing Address (if different): 2130 Government Suit 13, Ocean Springs, MS, 39564

Email Address: homer@tridentconcrete.com

Phone: 228-334-5110 Cell Phone: 228-669-2908

Reason for request, location and intended use of Property: Storage, Building need lighting

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. Legal descriptions and street address.
- ☒ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ☐ 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 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: [Signature]

FOR OFFICE USE ONLY

Date Received 1-26-21 Verify as Complete BL

Fee Amount Received 250.00

Initials of Employee Receiving Application BL

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant? *The property would become useless and we still have to pay for it.*
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? *The property will stay clean and nice so if a developer wants to buy and develop we will always listen.*
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant? *The new downtown ordinances will not ~~stop~~ let us do anything unsafe to the property.*



February 9, 2021

RE: DETAILED NARRATIVE AT 2101 OLD SPANISH TRAIL

Gautier board of supervisors,

This narrative is regarding a request of a permit at 2101 Old Spanish Trail property in Gautier. Trident Construction Group LLC the owner of the above listed property is requesting permission for this permit to reinstate the power supply to the existing warehouse on the property. The warehouse power supply at one time was connected by the adjacent building and has since been broken into two separate parcels and sold. By doing so, this relinquished our power supply to the warehouse.

TCG has spoken with Singing River Electric about resupplying power to this warehouse. TCG would need an electrician to install a new pole, weather head and breaker box on the property against the south side of the warehouse. In turn, Singing River Electric would feed the weather head from the circuit running north and south on the west side of the property. The warehouse is currently wired for lighting and receptacles. TCG would have a certified electrician to check all connections and wiring for use, along with any upgrades needed to meet current code. The use of the warehouse is for storage for our business. We deeply appreciate your consideration in helping us restore our needs.

Sincerely,

Homer Martin

TRIDENT CONSTRUCTION GROUP, LLC



202027530 3 PGS

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202027530 BK:2004 PG:47-49
12/17/2020 10:03:04 AM 3 PGS
JGARULO,DC Rcpt#285B7

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

Indexing Instructions:
pcl SW 1/4 of Section 36-7-7
Jackson County, MS.

File# 201610

STATE OF MISSISSIPPI

COUNTY OF JACKSON

SPECIAL WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

TREMARK ENTERPRISES, LLC
a Mississippi limited liability company
3324 OAKLEIGH CIRCLE
OCEAN SPRINGS, MS 39564
228-233-9091

does hereby grant, bargain, sell, convey and specially warrant, unto

TRIDENT CONSTRUCTION GROUP, LLC
a Mississippi limited liability company
3324 OAKLEIGH CIRCLE
OCEAN SPRINGS, MS 39564
228-233-9091

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Jackson, State of Mississippi, and more particularly described as follows, to-wit:

See attached Exhibit "A" for legal description being made a part hereto.

THIS CONVEYANCE is further subject to all easements, roadways, servitudes, restrictive covenants, zoning regulations and oil, gas and other mineral reservations, exceptions, conveyances and leases, of record, or obvious on reasonable inspection of the subject property.

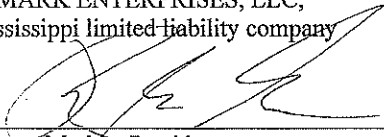
Our File Number 201610, TREMARK ENTERPRISES, LLC - TITLE NOT EXAMINED NOR REQUESTED BY GRANTOR AND/OR GRANTEE

It is agreed and understood that property taxes for the current year have been prorated as of this date on an estimated basis between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be incorrect, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year. Real Property taxes for the current year, and subsequent years are liens, but are not yet due and payable.

Also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

TREMARK ENTERPRISES, LLC, a Mississippi limited liability company has caused this conveyance to be executed by its duly authorized officer, he/she having first been duly authorized to do so, on this the 10th day of October, 2020.

TREMARK ENTERPRISES, LLC,
a Mississippi limited liability company

BY: 
Ryan Markle, President

STATE OF MISSISSIPPI

COUNTY OF JACKSON

CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Ryan Markle, who acknowledge that he/she is/are President of TREMARK ENTERPRISES, LLC, a Mississippi limited liability company and as its act and deed, he/she signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

official seal on this the 24th day of November, 2020.



(SEAL)

My Commission Expires:



Our File Number 201610, 2029 GAUTIER MS LLC - TITLE NOT EXAMINED NOR REQUESTED BY GRANTOR AND/OR GRANTEE

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY DESCRIPTION
PARCEL ONE

Being a tract of land situated in the southwest quarter of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi, and being a portion of that land conveyed to Wade Block & Tile Company, Inc. as recorded in Deed Book 842 Page 292, Deed Records, Jackson County, Mississippi, as shown on survey by Paul D. Pitts, Jr., dated July 24, 2017, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 12B, grid values, using a scale factor of 0.999954111 and a convergence angle of 00 degrees 05 minutes 46 seconds determined specifically for this project using GPS methods from a Base Station located at N325,376.4140, E1,043,584.8500 obtained from the USM Network, and being more particularly described as follows:

Commencing at a concrete monument found for the southwest corner of the southwest quarter of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi, having State Plane Coordinates of N321,736.5415, E1,042,522.5026;

Thence, along the west line of said southwest quarter of Section 36, North 00 degrees 09 minutes 52 seconds West a distance of 1,378.00 feet, to a point for corner;

Thence, North 89 degrees 54 minutes 31 seconds East a distance of 705.52 feet, to a 5/8 inch iron rod found for the intersection of the east right of way line of Ladrner Road (an 80' right of way) and the north right of way line of Old Spanish Trail (a 90' right of way);

Thence, along said north right of way line, North 89 degrees 47 minutes 52 seconds East a distance of 925.40 feet to a 1/2 inch iron rod found for the Point of Beginning of the herein described tract, having State Plane Coordinates of N323,112.3995, E1,044,153.4183;

Thence, North 00 degrees 02 minutes 44 seconds East a distance of 377.86 feet, to a 1/2 inch iron rod set for corner;

Thence, South 89 degrees 57 minutes 16 seconds East a distance of 196.95 feet, to a 1/2 inch iron rod set for corner;

Thence, South 00 degrees 02 minutes 44 seconds West a distance of 378.40 feet, to a 1/2 inch iron rod set for corner on the north right of way line of the aforementioned Old Spanish Trail;

Thence, along said north right of way line, North 89 degrees 47 minutes 52 seconds West a distance of 196.95 feet, to the Point of Beginning and containing 1.7096 acres of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

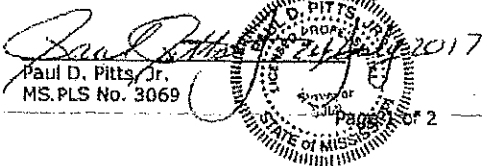

Paul D. Pitts, Jr.
MS. PLS No. 3069
Page 1 of 2

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

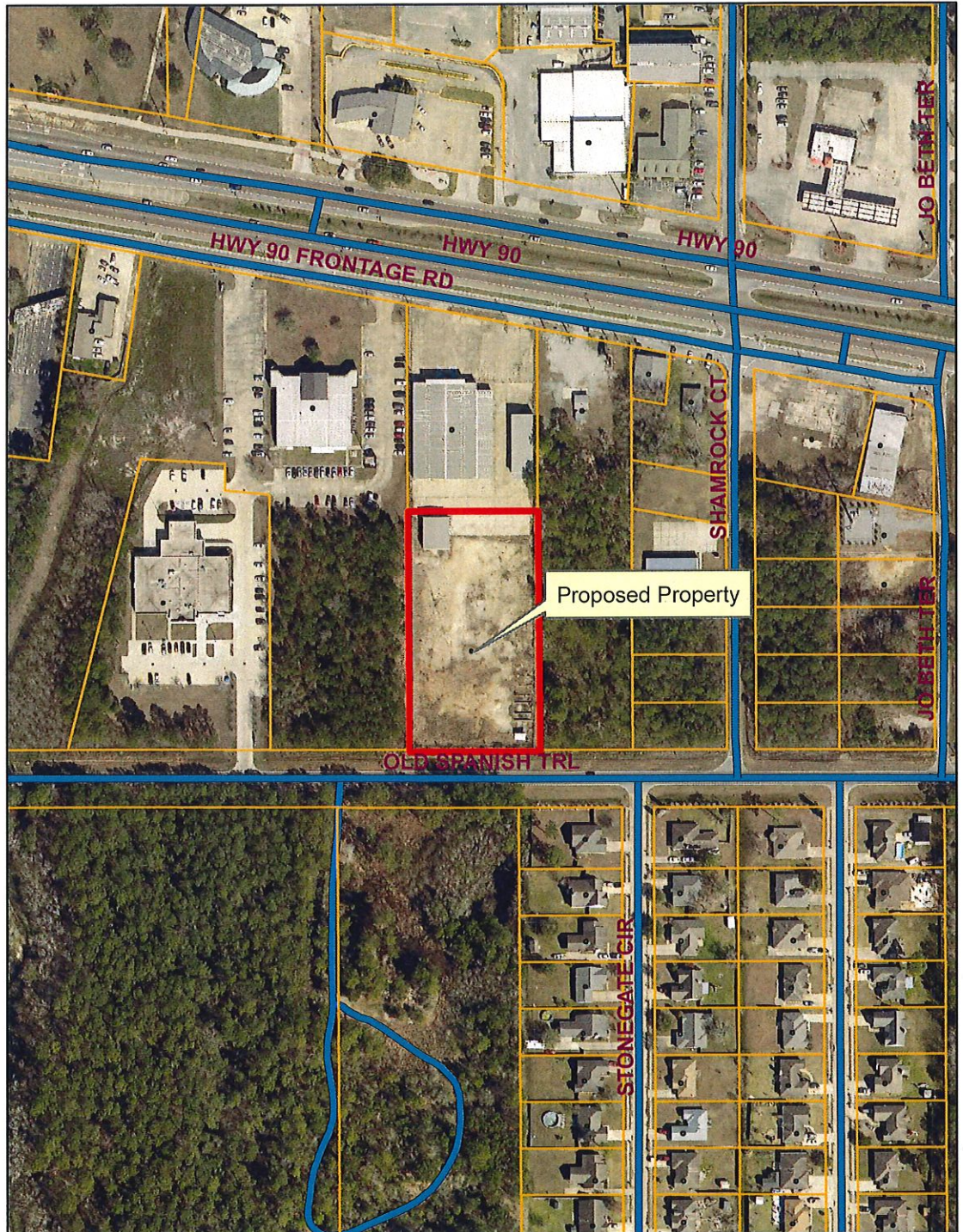


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	RE
	TC



Exhibit C Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- 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

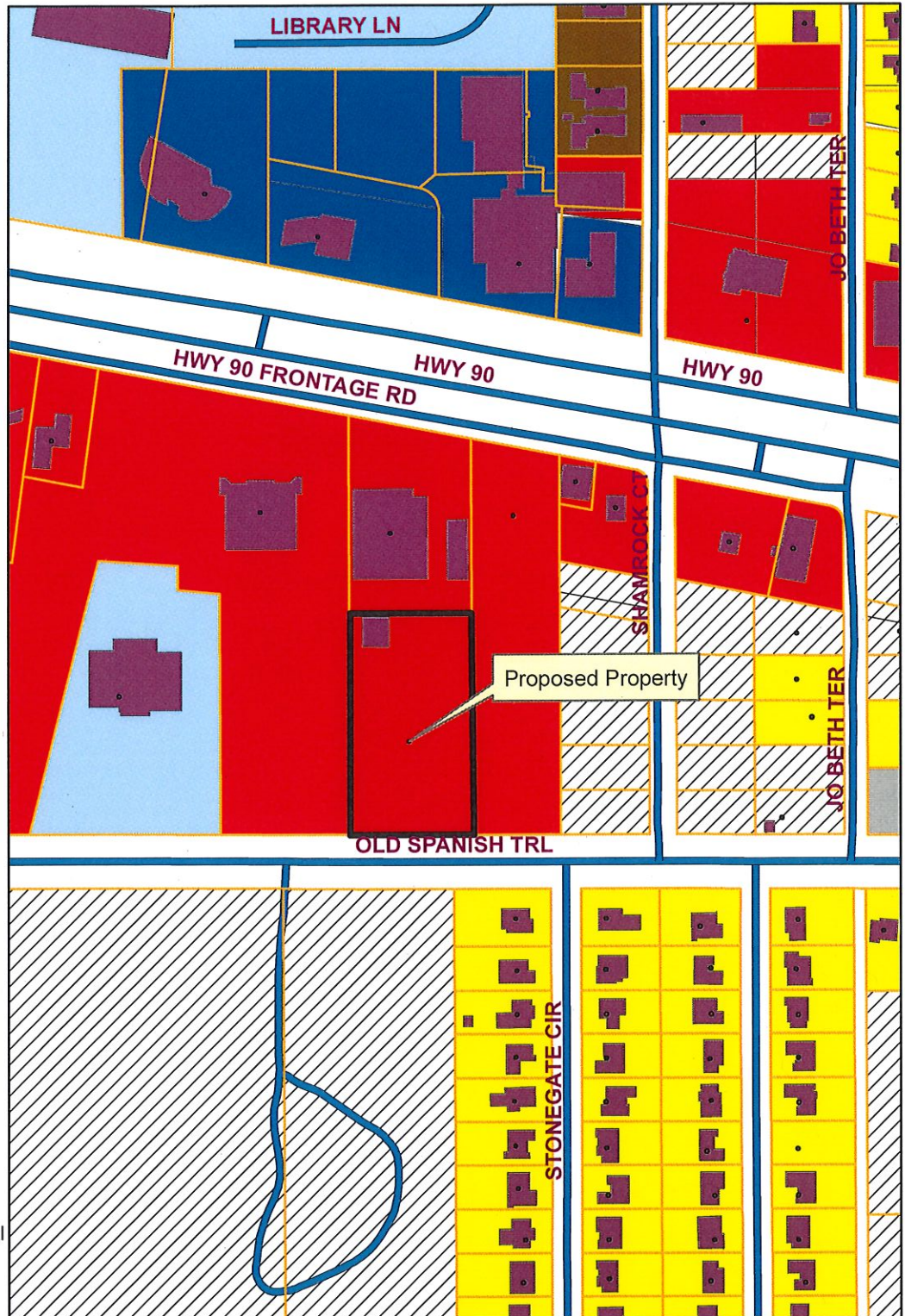


Exhibit D Future Land-Use

Prepared By:

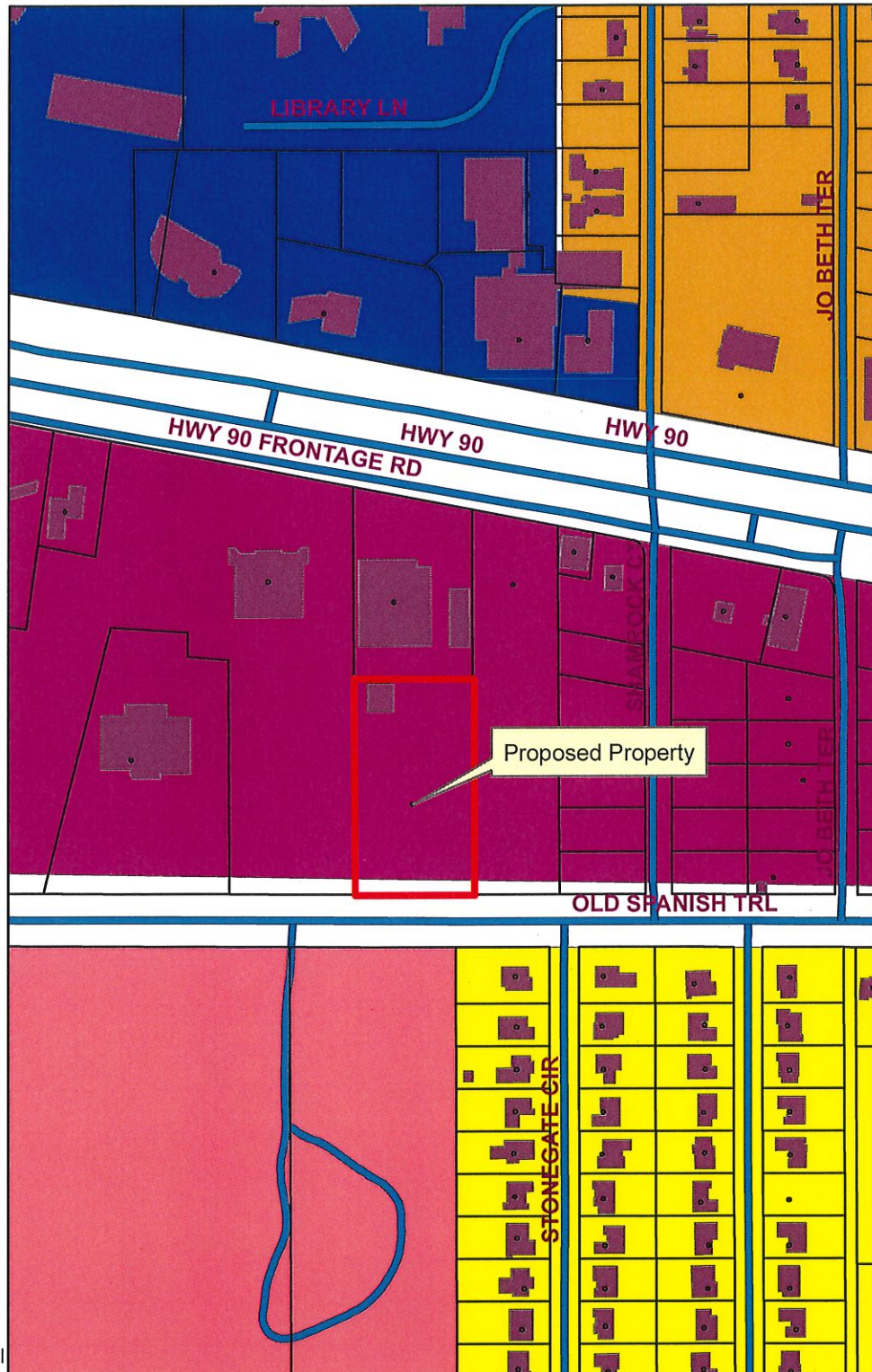
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- 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



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Consideration of a Special Exception that would allow cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, (GPC Case No. 21-10-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception to allow cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, PID #82426450.150 (GPC Case No. 21-10-SE). The application fee of \$250 was paid on February 4, 2021. All public notice requirements have been met.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 21-10-SE
4341 GAUTIER VANCELEAVE ROAD – COSMETIC TATTOOING
AND MICROBLADING SERVICES IN A C-2 COMMUNITY
COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82426450.150**

WHEREAS, an application for a Special Exception Permit to allow cosmetic tattooing and microblading services in a C-2 community commercial zoning district was submitted by Anthony Tran dba Nail Cottage; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a salon, requires a Special Exception Permit in the C-2 Community Commercial Zoning District due to the fact that this salon also includes a tattoo parlor, which is different in the definition section of the UDO; and

WHEREAS, the parcel subject to this Permit is located at 4341 Gautier Vancleave Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its March 4, 2021 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of such a permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (will or will not) be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to (approve or deny) a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and approves the application submitted by Anthony Tran dba Nail Cottage on February 4, 2021 for a Special Exception Permit.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/9/2021
Subject: Consider a request for a Special Exception that would allow cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, (GPC Case No. 21-10-SE)

REQUEST:

The Planning Department has received a request by Anthony Tran dba Nail Cottage for a Special Exception that would allow him to offer cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, PID #82426450.150 (GPC Case No. 21-10-SE). The application fee of \$250 was paid on February 4, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

Location: 4341 Gautier Vancleave Road, Suite 5, PID #82426450.150 (See Exhibit A)

General features of the proposed project:
Located in a shopping center on a 1.43 Acre parcel

Potable Water and Wastewater Services: Existing from City

Current Zoning (See Exhibit B): C-2 Community Commercial

Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial.

Current Surrounding Existing Land Use (See Exhibit C): Commercial Retail to the north, vacant property to the south and to the west.

Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: Cosmetic tattooing is a service that would normally be available in a beauty or nail salon, but the City feels that the service should come under the description of a tattoo "parlor". The service will offer eyebrow, eye liner, lip liner, etc. tattooing only, not the body tattoos done in tattoo parlors. We would be one of the first offering this service on the Coast.

Staff Finding: To staff's knowledge, there are no other businesses offering this type of service in this specific district.

Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare.

Applicant Response: The Special Exception would not be injurious to the neighborhood or the general welfare. "Tattoo Parlors" are allowed in C-1 Neighborhood districts as a Conditional Use which is a more restricted commercial district.

Staff Finding: Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.

Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: The special circumstances requiring a Special Exception are not the results of the applicant. As previously said tattoo parlors are allowed in a C-1 district as a Conditional Use. The procedure (cosmetic tattooing) is relatively new and is not addressed in some city ordinances.

Staff Finding: Staff finds that the City's Unified Development Ordinance lists Tattoo Parlor as not an allowed use in the C-2 Zoning district. The applicant's current use according to the UDO Article II "Definitions" section is a "Day Spa" which includes, among other things, manicures, pedicures, and make-up consultation and application; however, the definition does exclude surgical applications.

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

The property changes ownership

The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines Hardship as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception to allow cosmetic tattooing at 4341 Gautier Vancleave Road, Suite 5.

The City Council may:

Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Complete Packet 21-10-SE
2. Excerpt GPC Meeting 3.4.21 (#21-10-SE)

Excerpt from March 4, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow cosmetic tattooing and microblading services in a C-2 Community Commercial Zoning District. 4341 Gautier Vancleave Road, Suite 5, PID #82426450.150 (GPC Case No. 21-10-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised the Commissioners that a salon is allowed in a C-2 district but a tattoo parlor is not and the definition of a salon and a tattoo parlor are completely different in the definition section of the Unified Development Ordinance. Staff has brought the request before the Planning Commission and City Council because cosmetic tattooing is not specifically addressed in the UDO. Mr. Ankerson recommended that if the Commission recommends approval, they specify that it is for cosmetic tattooing only, perhaps limiting it to the face, etc. so that it does not become a tattoo parlor.

REQUEST:

The Planning Department has received a request by Anthony Tran dba Nail Cottage for a Special Exception that would allow him to offer cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, PID #82426450.150 (GPC Case No. 21-10-SE). The application fee of \$250 was paid on February 4, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 4341 Gautier Vancleave Road, Suite 5, PID #82426450.150 (See Exhibit A)
2. General features of the proposed project:
Located in a shopping center on a 1.43 Acre parcel
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial.
6. Current Surrounding Existing Land Use (See Exhibit C): Commercial Retail to the north, vacant property to the south and to the west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: *Cosmetic tattooing is a service that would normally be available in a beauty or nail salon, but the City feels that the service should come under the description of a tattoo "parlor". The service will offer eyebrow, eye liner, lip liner, etc. tattooing only, not the body tattoos done in tattoo parlors. We would be one of the first offering this service on the Coast.*

Staff Finding: *To staff's knowledge, there are no other businesses offering this type of service in this specific district.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare.

Applicant Response: *The Special Exception would not be injurious to the neighborhood or the general welfare. "Tattoo Parlors" are allowed in C-1 Neighborhood districts as a Conditional Use which is a more restricted commercial district.*

Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *The special circumstances requiring a Special Exception are not the results of the applicant. As previously said tattoo parlors are allowed in a C-1 district as a Conditional Use. The procedure (cosmetic tattooing) is relatively new and is not addressed in some city ordinances.*

Staff Finding: *Staff finds that the City’s Unified Development Ordinance lists Tattoo Parlor as not an allowed use in the C-2 Zoning district. The applicant’s current use according to the UDO Article II “Definitions” section is a “Day Spa” which includes, among other things, manicures, pedicures, and make-up consultation and application; however, the definition does exclude surgical applications.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. “Special Exceptions” are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

Staff recommends that if Planning Commission recommends approval of the Special Exception, that they do so with a condition that the tattooing be limited to that only pertinent to facial cosmetics. Also, if recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

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

Anthony Tran stated that he also wanted to do stretch mark blending which would be places other than the face. He said he has had several clients requesting the cosmetic tattooing because there isn't anyone in the area that does it.

Chairman Wooten asked Mr. Tran to explain what microblading was.

Mr. Tran advised that microblading was a hand technique for filling in eyebrows.

Commissioner Jamison asked if the person doing the cosmetic tattooing had to be certified.

Mr. Tran stated there was a nine-month apprenticeship that had to be completed. He also said the Health Department required the cosmetic tattooing to be done in a separate room of the salon.

Commissioner Jamison asked if the Special Exception went with the owner and if Mr. Tran sold his business would the new owner have to get approval for any type of tattooing.

Mr. Ankerson advised that a Special Exception went with the owner and a new owner would have to make a new request.

There were none in attendance speaking in opposition of the request and Staff had received no calls or letters opposing the request.

ACTION TAKEN:

Chairman Wooten made a motion to recommend that City Council approve the Special Exception to allow cosmetic tattooing at 4341 Gautier Vancleave Road, Suite 5.

Commissioner Gainer seconded the motion and the following vote was recorded:

AYES: **Kay C. Jamison**
 Jimmy Green
 Joshua Ward
 Paul Gainer
 William Davis
 Claude Stubbs
 David Wooten

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 4, 2021

GPC #21-10-SE

Anthony Tran dba Nail Cottage

4341 Gautier Vancleave Road, Suite 5

VII. NEW BUSINESS

1. Consider a request by Anthony Tran dba Nail Cottage for a Special Exception that would allow him to offer cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, PID #82426450.150 (GPC Case No. 21-10-SE)

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: February 18, 2021

Subject: Consider a request for a Special Exception that would allow cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, (GPC Case No. 21-10-SE)

REQUEST:

The Planning Department has received a request by Anthony Tran dba Nail Cottage for a Special Exception that would allow him to offer cosmetic tattooing and microblading services at 4341 Gautier Vancleave Road, Suite 5 in a C-2 Community Commercial Zoning District, PID #82426450.150 (GPC Case No. 21-10-SE). The application fee of \$250 was paid on February 4, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 4341 Gautier Vancleave Road, Suite 5, PID #82426450.150 (See Exhibit A)
2. General features of the proposed project:
Located in a shopping center on a 1.43 Acre parcel
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial.
6. Current Surrounding Existing Land Use (See Exhibit C): Commercial Retail to the north, vacant property to the south and to the west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant.

Applicant Response: *Cosmetic tattooing is a service that would normally be available in a beauty or nail salon, but the City feels that the service should come under the description of a tattoo "parlor". The service will offer eyebrow, eye liner, lip liner, etc. tattooing only, not the body tattoos done in tattoo parlors. We would be one of the first offering this service on the Coast.*

Staff Finding: *To staff's knowledge, there are no other businesses offering this type of service in this specific district.*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare.

Applicant Response: *The Special Exception would not be injurious to the neighborhood or the general welfare. "Tattoo Parlors" are allowed in C-1 Neighborhood districts as a Conditional Use which is a more restricted commercial district.*

Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

3. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *The special circumstances requiring a Special Exception are not the results of the applicant. As previously said tattoo parlors are allowed in a C-1 district as a Conditional Use. The procedure (cosmetic tattooing) is relatively new and is not addressed in some city ordinances.*

Staff Finding: *Staff finds that the City's Unified Development Ordinance lists Tattoo Parlor as not an allowed use in the C-2 Zoning district. The applicant's current use according to the UDO Article II "Definitions" section is a "Day Spa" which includes, among other things, manicures, pedicures, and make-up*

consultation and application; however, the definition does exclude surgical applications.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

Staff recommends that if Planning Commission recommends approval of the Special Exception, that they do so with a condition that the tattooing be limited to that only pertinent to facial cosmetics. Also, if recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

21-10-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: ANTHONY TRAN

Name of Business: NAIL COTTAGE

Address: 4341 GAUTIER VANCELEAVE RD #5

Mailing Address (if different): _____

Email Address: ANTHONYTRAN@GMAIL.COM

Phone: 228.471.5033 Cell Phone: 228.243.1504

Reason for request, location and intended use of Property: permanent cosmetic
makeup me microblading

ATTACHMENTS REQUIRED AS APPLICABLE:

- ____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. Legal descriptions and street address.
- ✓ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ____ 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 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: [Signature]

FOR OFFICE USE ONLY

Date Received 2-4-21 Verify as Complete BL/SA

Fee Amount Received 250.00

Initials of Employee Receiving Application BL

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

A. Cosmetic tattooing is a service that would normally be available in a beauty or nail salon, but the City feels that the service should come under the description of a tattoo "parlor". The service will offer eyebrow, eye liner, lip liner, etc. tattooing only, not the body tattoos done in tattoo parlors. We would be one of the first offering this service on the Coast.

B. The Special Exception would not be injurious to the neighborhood or the general welfare. Tattoo "parlors" are allowed in C-1 Neighborhood districts as a Conditional Use which is a more restricted commercial district.

C. The special circumstances requiring a Special Exception are not the results of the applicant. As previously said tattoo parlors are allowed in a C-1 district as a Conditional Use. The procedure (cosmetic tattooing) is relatively new and is not addressed in some city ordinances.

Barbara (Babs) Logan

From: Anthony Tran <ant.anthonytran@gmail.com>
Sent: Thursday, February 4, 2021 1:58 PM
To: blogan@gautier-ms.gov
Subject: Special exemption

The nature of our business will be permanent cosmetic makeup, microblading, eyebrow shading & tattooing, stretch mark blending, moles, etc. We will be the only salon offering these services in the area!

Thanks,
Anthony Tran

Date of Application: 2.4.21

I, DRM Properties, LLC, the fee simple owner of the following described property (give legal description):

4341 Gautier-Vancleave Rd.
Gautier MS 39553

hereby petition to the City of Gautier to Grant a Special Exception of Cosmo

Cosmetic Ta Home in City of Gautier

and affirm that Anthony Tran is hereby

designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application, attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

[Signature]
(Owner's Signature)

The foregoing instrument was acknowledged before me this 4th day of February, 20 21 by David McKee owner DRM Properties LLC, who is personally known to me or has produced MS DL

as identification and who did take an oath.

Addie L. BANG
(Printed Name of Notary Public)

Addie L. Bang
(Signature of Notary Public)

Commission # 101387. My commission expires Feb 13, 2024

(Notary's Seal)



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

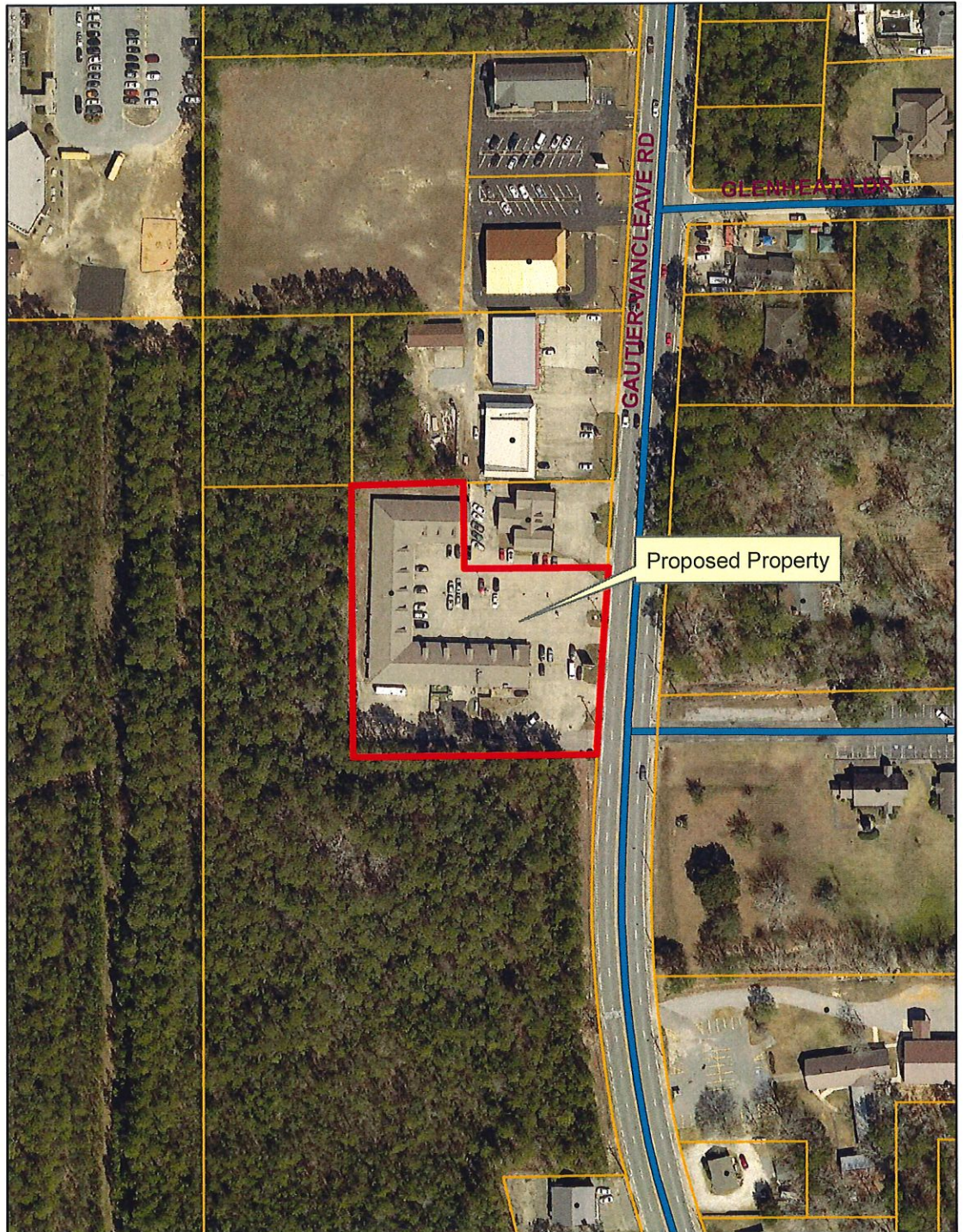


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

AG	AG
C-1	C-1
C-2	C-2
C-3	C-3
I-2	I-2
MURC-1	MURC-1
MURC-2	MURC-2
MURC-MW	MURC-MW
PL	PL
PUD	PUD
R-1	R-1
R-2	R-2
R-3	R-3
RE	RE
TC	TC

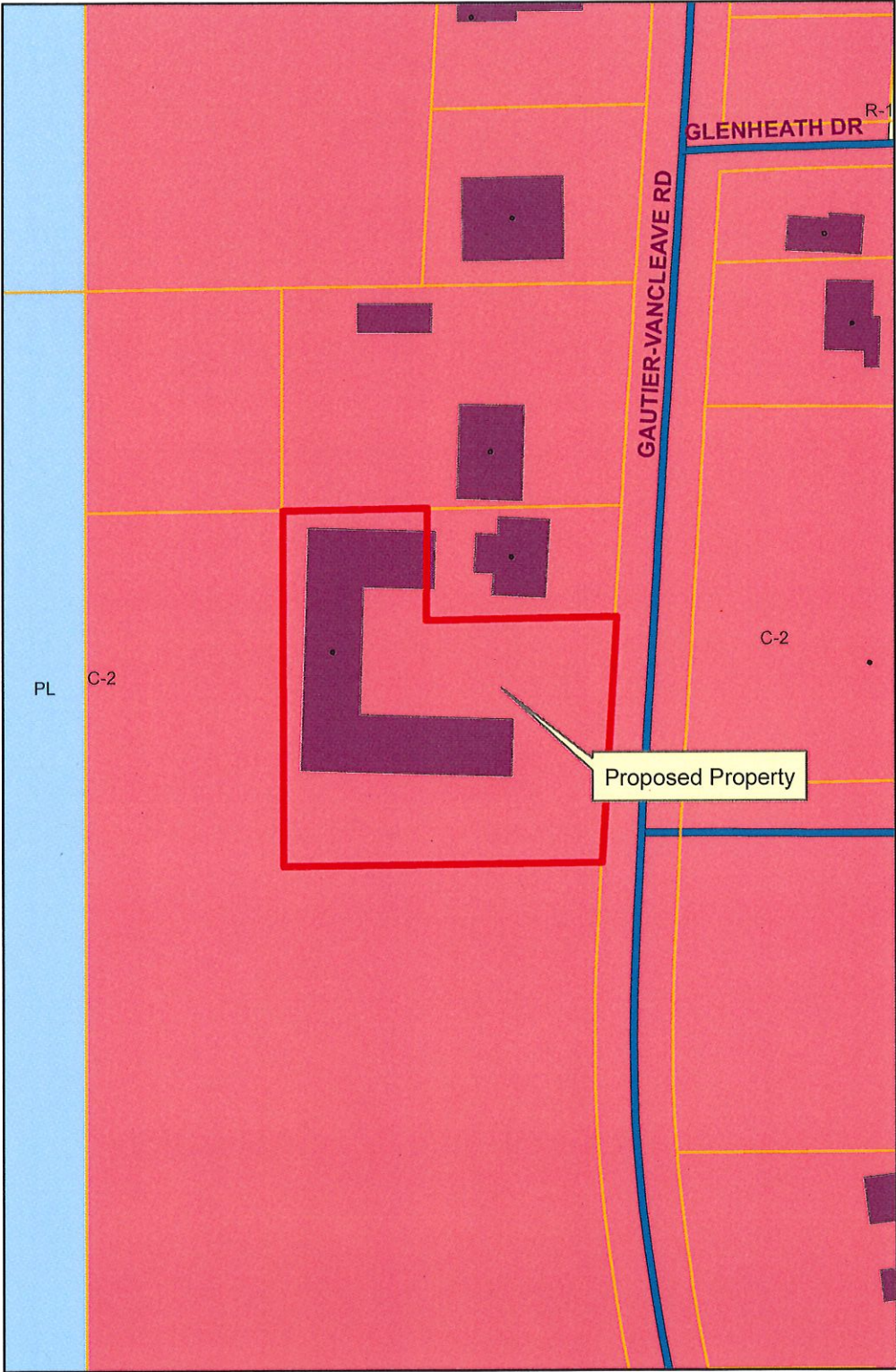


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- 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

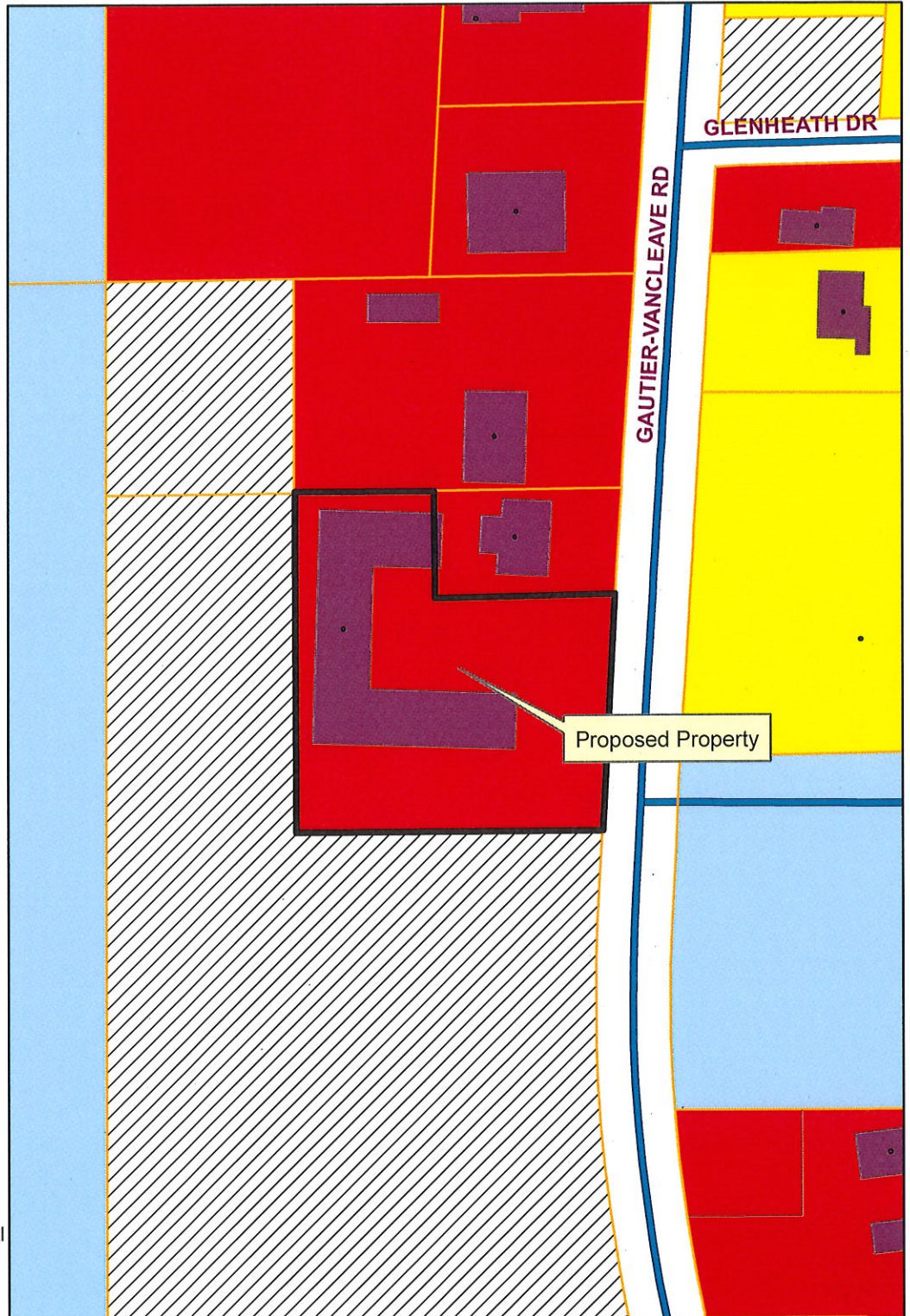


Exhibit D Future Land-Use

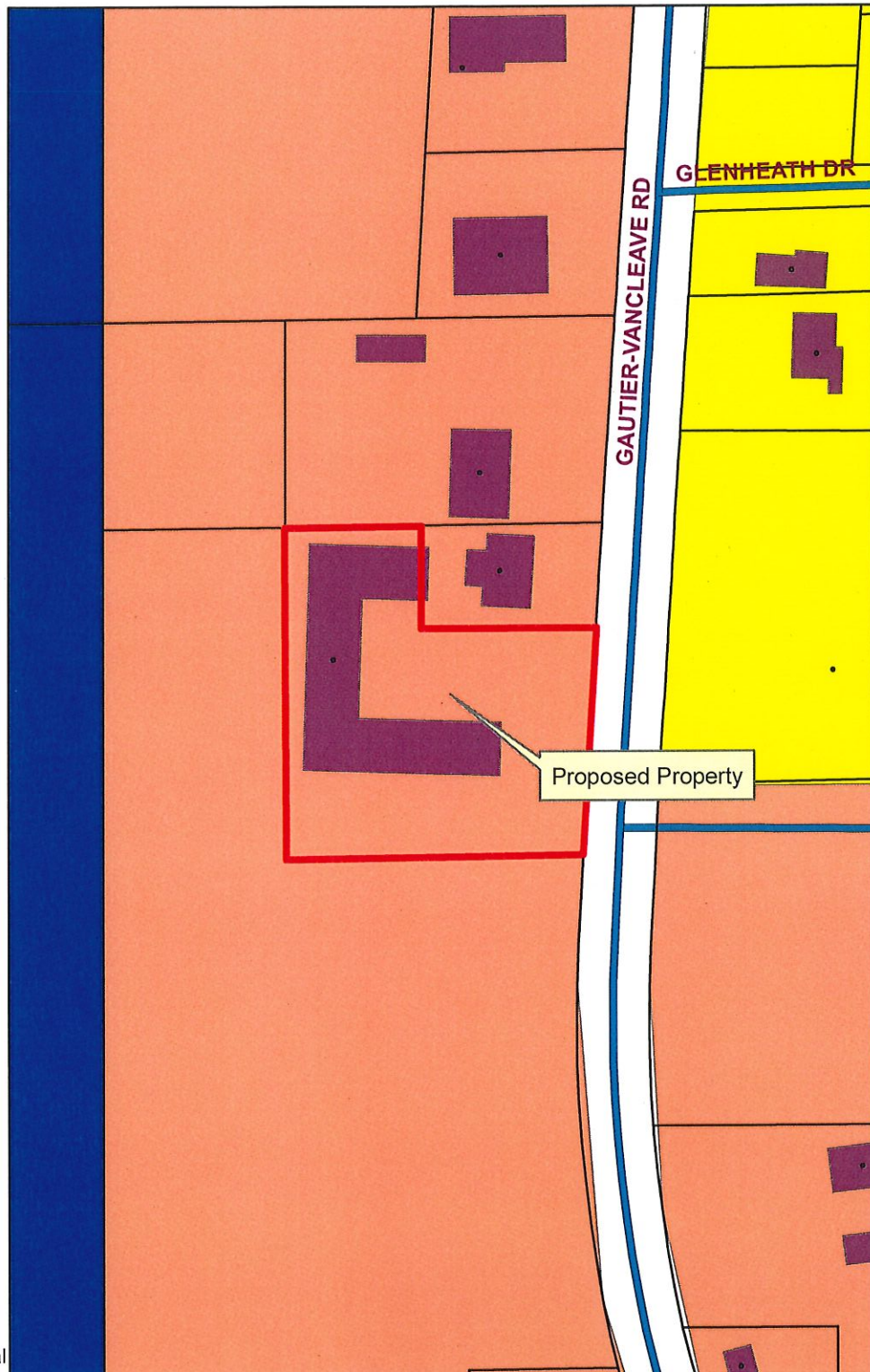
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- 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



CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting:

March 16, 2021

Title:

Consideration for an abatement at 2521 Dolphin Drive, Gautier, MS (Gregory E. Shorey)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an abatement at 2521 Dolphin Drive, Gautier, MS. (Gregory E. Shorey) (PID #86301012.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, after proper notice, on or about March 4, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2521 Dolphin Drive, Gautier, MS 39553 (further described as PID #86301012.000, as recorded in Deed Book 999, Page 282, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2521 Dolphin Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe accessory structures and secure the exterior of the principal structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/9/2021
Subject: Consideration for an abatement at 2521 Dolphin Drive, Gautier, MS (Gregory E. Shorey)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on April 25, 2018

The property at 2521 Dolphin Drive is overgrown with grass, weeds, and vegetation. Code Enforcement has been working on having the owner clear the property of all the overgrowth since April 2018. The owner was found guilty on two occasions, once on 2/11/2019 and again on 1/04/2021, for Care of Premises Section 16.6.B of the City of Gautier's Unified Development Ordinance.

On April 25, 2018 A Code Case was opened on this property and Code Enforcement notified the owner of the violation and measures necessary to resolve the violations. The owner started to cut down some of the overgrowth around the house, then all work stopped. A summons was issued to Gregory Shorey on August 9, 2018. On February 11, 2019 Mr. Shorey was found guilty for these violations. Code Enforcement started a second case May 1, 2019 for Care of Premises and a notice was mailed to the owner. The letter was returned Code Enforcement on May 15, 2019. Code Enforcement left a notice on the front door of the house on May 28, 2019 giving the owner ten days to resolve the violation or a second summons would be issued. Code Enforcement signed an Affidavit for Gregory Shorey on June 18, 2019. On January 4, 2021 Gregory Shorey was found guilty of Care of Premises for a second time.

Property owners in the vicinity remain concerned with the visible appearance of this property and are concerned for the health, safety, and welfare of their neighborhood. An abatement notice was mailed to the address of the property, the property was physically posted and City Hall bulletin board has been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. 1 - Parcel Information
2. 2 - Code Case History

3. 3 - Abatement Public Notice
4. 4 - Abatement Property Notification Letter
5. 5 - Pictures of Property and Posting
6. Memorandum Public Hearing

86301012.000 SHOREY GREGORY E

PIDN: 86301012.000

GISP: 872.03-04-0149.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: SHOREY GREGORY E

Name 2:

Mailing Address: 2521 DOLPHIN DR
GAUTIER MS
39553

Site Address: 2521 DOLPHIN DR GAUTIER

Land Information

Section: 03 Acreage: .00

Township: 8S

Range: 7W

Street Name DOLPHIN
DR

Value and Tax Information

Total Assessed Value: 10289

Total Appraised Value: 102890

Improvement Value: 71710

Land Value: 31180

Tax Amount: 1210

SQ FT: 1360 Year Built: 1988

Legal Description

Description: LOT 614 POINT CLEAR RIVIERA S/D
SEC D DB 999-282 (149 Map872.03-
04)

Deed Book / Page: 999 / 282

CODE CASE DETAILED REPORT CODE -000662-2019 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 05/01/2019
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: CODE ENFORCEMENT	Description: OVERGROWN	

Parcel: 86301012.000	Main	Address: 2521 Dolphin Dr Gautier, MS 39553	Main	Zone: R-1 (Residential - Single Family)
----------------------	------	---	------	---

Note	Created By	Date and Time Created
1. I sent a notice to the owner about the overgrown property . This cases started 4/25/18 and Mr. Shorey was found guilty on 2/11/19 for the first offense . The property is still overgrown with vegetation and grass . This will be his second violation for overgrown property .	CODE ENFORCEMENT	5/1/2019 12:27 pm
2. The notice was returned . The owner is no longer receiving mail at his home . I will go by and put one on the door .	CODE ENFORCEMENT	5/15/2019 10:50 am
3. I left a notice on the front door giving the owner 10 days to clean up the property or a summons would be issued again .	CODE ENFORCEMENT	5/28/2019 3:25 pm
4. Signed affidavit	CODE ENFORCEMENT	6/18/2019 3:18 pm
5. The property is still overgrown . FTA warrant for Mr. Shorey	CODE ENFORCEMENT	8/21/2019 1:51 pm
6. Mr. Shorey had court on 3/16/2020 but was postponed due to Covid-19	CODE ENFORCEMENT	5/21/2020 10:53 am
7. The new court date is 8/10/2020 at 3:00	CODE ENFORCEMENT	7/6/2020 2:09 pm
8. I have been by the property several times and it is still overgrown . The new court date is September 28, 2020 / 3:00 pm	CODE ENFORCEMENT	8/27/2020 2:50 pm
9. The property is still overgrown.	CODE ENFORCEMENT	9/28/2020 2:03 pm
10. The property is still overgrown.	CODE ENFORCEMENT	10/19/2020 3:32 pm
11. The property is still overgrown. The new Court date is 12/14/2020 at 3:00PM	CODE ENFORCEMENT	11/30/2020 1:06 pm
12. On 1/4/2021 Mr. Shorey was found guilty of the care of premises charge . He did not show up for court. This was the second time Mr. Shorey was found guilty of this violation and both times he did not show up to court . The city will move forward with an Abatement to have the property cleaned up and maintained	CODE ENFORCEMENT	2/9/2021 12:21 pm
13. I sent an Abatement Hearing notice to the owner . The Hearing will be March 16,2021. I took pics, sent the notice, and post the property and City Hall Public Notice Board.	CODE ENFORCEMENT	2/9/2021 3:08 pm
14. I went by the property and one of the notices I posted has already been removed . I took a picture of the place I posted the Abatement Notice . I will go back out on Monday and repost a second Notice by the mailbox .	CODE ENFORCEMENT	2/11/2021 2:01 pm
15. I reposted the property. The first posting was removed by someone . I marked the sign with the #2 and today's date. I took a picture of the sign next to mailbox .	CODE ENFORCEMENT	2/22/2021 3:19 pm
16. I have gone by several times to to repost the property . Someone keeps removing the signs and leaving them on the ground .	CODE ENFORCEMENT	3/4/2021 11:08 am

Mayor
Phil Torjusen

City of Gautier

Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **MARCH 16, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2521 DOLPHIN DRIVE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor
Phil Torjusen

City of Gautier

Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

February 9, 2021

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 2521 Dolphin Drive
Notice of Public Hearing

To whom it may concern,

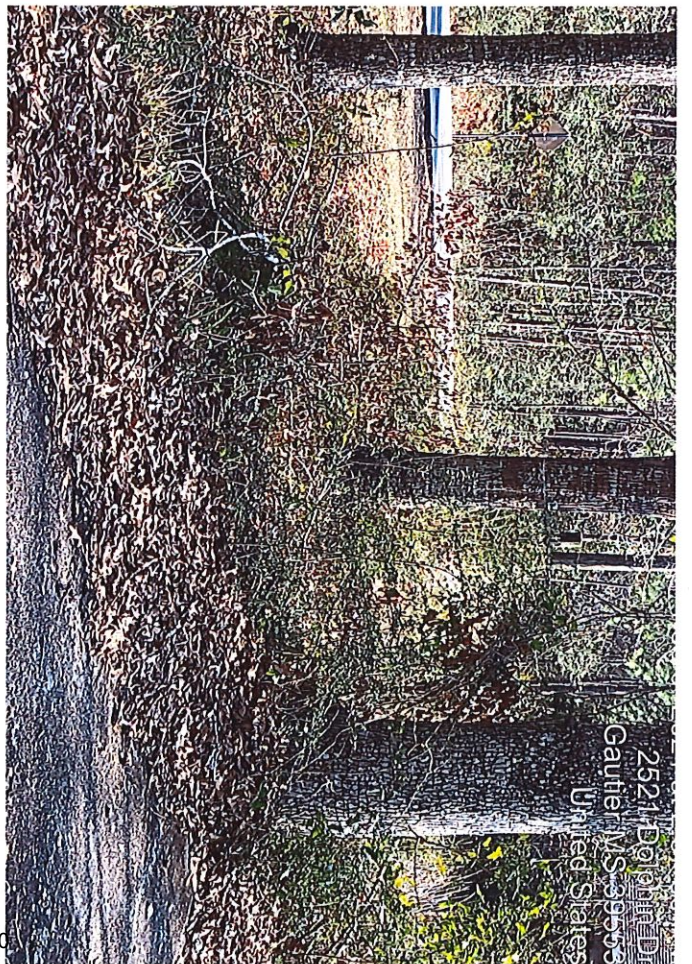
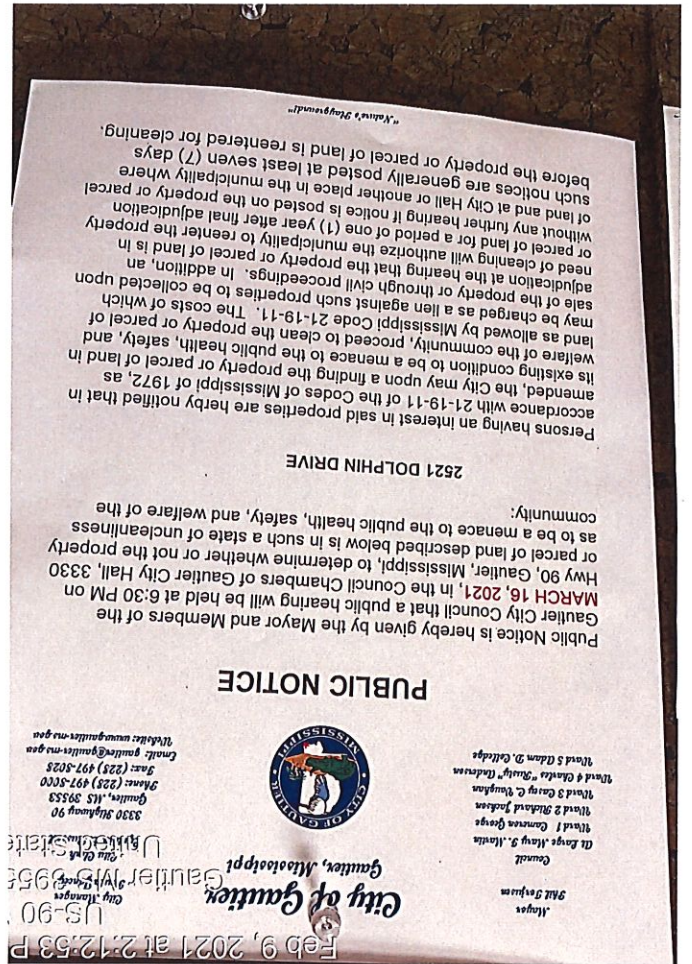
The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2521 Dolphin Drive. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on March 16, 2021 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer





2521 Dolphin Dr
Gautier, MS 39553
United States



2500-2502 Caraville Cir
Gautier, MS 39553
United States



2521 Dolphin Dr
Gautier, MS 39553
United States



2500-2502 Caraville Cir
Gautier, MS 39553
United States

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Joe Franklin, Code Enforcement Officer
Through: Scott Ankerson, Planning Director
Date: February 9, 2021
Subject: 2521 Dolphin Drive Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on April 25, 2018

The property at 2521 Dolphin Drive is overgrown with grass, weeds, and vegetation. Code Enforcement has been working on having the owner clear the property of all the overgrowth since April 2018. The owner was found guilty on two occasions, once on 2/11/2019 and again on 1/04/2021, for Care of Premises Section 16.6.B of the City of Gautier's Unified Development Ordinance.

On April 25, 2018 A Code Case was opened on this property and Code Enforcement notified the owner of the violation and measures necessary to resolve the violations. The owner started to cut down some of the overgrowth around the house, then all work stopped. A summons was issued to Gregory Shorey on August 9, 2018. On February 11, 2019 Mr. Shorey was found guilty for these violations. Code Enforcement started a second case May 1, 2019 for Care of Premises and a notice was mailed to the owner. The letter was returned Code Enforcement on May 15, 2019. Code Enforcement left a notice on the front door of the house on May 28, 2019 giving the owner ten days to resolve the violation or a second summons would be issued. Code Enforcement signed an Affidavit for Gregory Shorey on June 18, 2019. On January 4, 2021 Gregory Shorey was found guilty of Care of Premises for a second time.

Property owners in the vicinity remain concerned with the visible appearance of this property and are concerned for the health, safety, and welfare of their neighborhood. An abatement notice was mailed to the address of the property, the property was physically posted and City Hall

bulletin board has been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. Parcel information
2. Code Case History
3. Abatement Public Notice Document Posted
4. Abatement Property Notification Letters
5. Pictures of Property and Posting

CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting:

March 16, 2021

Title:

Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS (Michael Stringfield, Jr.).

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS. (Michael Stringfield, Jr.) (PID #85106016.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, after proper notice, on or about March 4, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2506 Ridgeway Drive, Gautier, MS 39553 (further described as PID #85106016.000, as recorded in Deed Book 1960, Page 78, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2506 Ridgeway Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property and remove the unsafe, dilapidated, deteriorating principal structure as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$_____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 3/9/2021
Subject: Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS (Michael Stringfield, Jr.)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on September 11, 2018

The house caught fire in a bedroom on September 10, 2018 and Code Enforcement was called to the location on September 11, 2018. After inspecting the damage to the house, Code Enforcement condemned the structure for safety issues on September 11, 2018. Michael Stringfield became the owner of the property on December 18, 2019. The house burned a second time on April 7, 2020. Michael Stringfield was notified of the safety violations from the debris left on the property from the fire. After several conversations with Mr. Stringfield about the conditions of the property, he applied for and was issued a permit to demolish the remains of the structure and remove the debris from the property on June 19, 2020. Mr. Stringfield began removing the debris, but the work stopped sometime in August of 2020. At that time, Code Enforcement attempted to contact Mr. Stringfield several times between August 2020 and November 2020 with no success. The permit expired December 16, 2020. Numerous Code complaints have been received for this property concerning the burned materials and debris on the property and the safety of the structure.

On February 11, 2021 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on February 11, 2021. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City Hall bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, remains of the burned structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. 1 - Parcel Information

2. 2 - Code Case History
3. 3 - Abatement Public Notice Document Posted
4. 4 - Abatement Property Notification Letter
5. 5 - Pictures of Property and Posting
6. MEMORANDUM PUBLIC HEARING

85106016.000 STRINGFIELD MICHAEL JR

PIDN: 85106016.000

GISP: 871.02-01-0311.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: STRINGFIELD MICHAEL JR

Name 2:

Mailing Address: 3906 MCCALL ST

MOSS POINT MS

39562

Site Address: 2506 RIDGEWAY DR GAUTIER

Land Information

Section: 02 Acreage: .00

Township: 8S

Range: 7W

Street Name RIDGEWAY
DR

Value and Tax Information

Total Assessed Value: 10125

Total Appraised Value: 67500

Improvement Value: 63280

Land Value: 4220

Tax Amount: 1486

SQ FT: 2774 Year Built: 1972

Legal Description

Description: LOT 16 COLLEGE PARK WEST S/D

PB 12-37 DB 1960-78

(311 MAP871.02-01)

Deed Book / Page: 1960 / 78

CODE CASE DETAILED REPORT CODE -000436-2018 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 09/11/2018
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: CODE ENFORCEMENT	Description: condemned after house fire	

Parcel: 85106016.000	Main	Address: 2506 Ridgeway Dr Gautier, MS 39553	Main	Zone: R-1 (Residential - Single Family)
----------------------	------	--	------	---

Note	Created By	Date and Time Created
1. The house had a fire in bed room and we were called out by fire department to check for life safety issues in house . We condemned the house 9/11/18 for the fire damage and life safety issues . The power company pulled the meter the night of the fire for safety reasons . We talked to Micheal Stringfield 228-249-8894 who said he has power of attorney for owner of house .	CODE ENFORCEMENT	9/11/2018 3:02 pm
2. The owner Fred David Padgett passed away 8/27/2018. On 12/18/2019 Michael Stringfield 3906 McCall St. Moss Point, Ms. 39562 became the new owner of the property . April 7,2020 the house burned down . The remains of the house are a safety hazard to the neighborhood . I will send a notice to Mr. Stringfield about the property's condition and the need for the house to be demolished and the property cleared of all debris .	CODE ENFORCEMENT	6/4/2020 9:22 am
3. Michael Stringfield phone numbers 228-249-8894 662-398-8855	CODE ENFORCEMENT	6/4/2020 9:36 am
4. I left a message for Mr. Stringfield to call me back about the property . I sent a notice to both addresses .	CODE ENFORCEMENT	6/4/2020 10:12 am
5. I spoke to Mr. Stringfield about the property . He received the notice about the property needing to be cleared . I gave him till 6/19/2020 to give my a date as to when the property will be demolished and cleared or the City would move forward with Abatement . 662-398-8855	CODE ENFORCEMENT	6/10/2020 10:44 am
6. I left a voice message for Mr. Stringfield to call me back about the property.	CODE ENFORCEMENT	6/19/2020 9:30 am
7. I spoke to Mr. Stringfield is supposed to come get a Demo Permit today for the property.	CODE ENFORCEMENT	6/19/2020 10:00 am
8. Mr. Stringfield received the Demo Permit and we explained everything to him about what is expected to be removed from the property .	CODE ENFORCEMENT	6/19/2020 10:27 am
9. I went by the property on 6/29/2020 and the dumpster had been removed from the driveway. I left a message for Mr. Stringfield 7/1/2020 about this to make sure he was going to continue the demo of the house . 662-398-8855	CODE ENFORCEMENT	7/1/2020 3:37 pm
10. The owner is continuing to clean up the debris from the burned house.	CODE ENFORCEMENT	7/17/2020 10:22 am
11. The owner is continuing to clean up the property.	CODE ENFORCEMENT	7/21/2020 11:10 am
12. The owner is continuing to clean up the property.	CODE ENFORCEMENT	8/10/2020 11:08 am
13. I left another message for the owner to call me about the clean up progress on the property.	CODE ENFORCEMENT	10/5/2020 9:08 am
14. I left a message for the owner to call me back.	CODE ENFORCEMENT	10/26/2020 8:18 am
15. I have left several messages for Mr. Stringfield to call me back . His Demo permit expires 12/16/2020. No work has been done on the property lately and he is not responding to my efforts to reach him . I will start the Abatement process once the permit has expired.	CODE ENFORCEMENT	11/10/2020 2:21 pm
16. I sent the Abatement Notice to the owner's mailing address and address of location. The Abatement Hearing is set for March 16, 2021. I posted the notice on the property and City Hall's Public Notice board . I took pictures of the property and the notices once they were posted .	CODE ENFORCEMENT	2/11/2021 1:58 pm

Mayor
Phil Torjusen

City of Gautier

Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **MARCH 16, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2506 RIDGEWAY DRIVE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor
Phil Torjusen

City of Gautier

Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia L. Russell

Council
At Large Mary F. Martin
Ward 1 Cameron George
Ward 2 Richard Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

February 11, 2021

Joe Franklin
Code Enforcement Officer
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Re: 2506 Ridgeway Drive
Notice of Public Hearing

To whom it may concern,

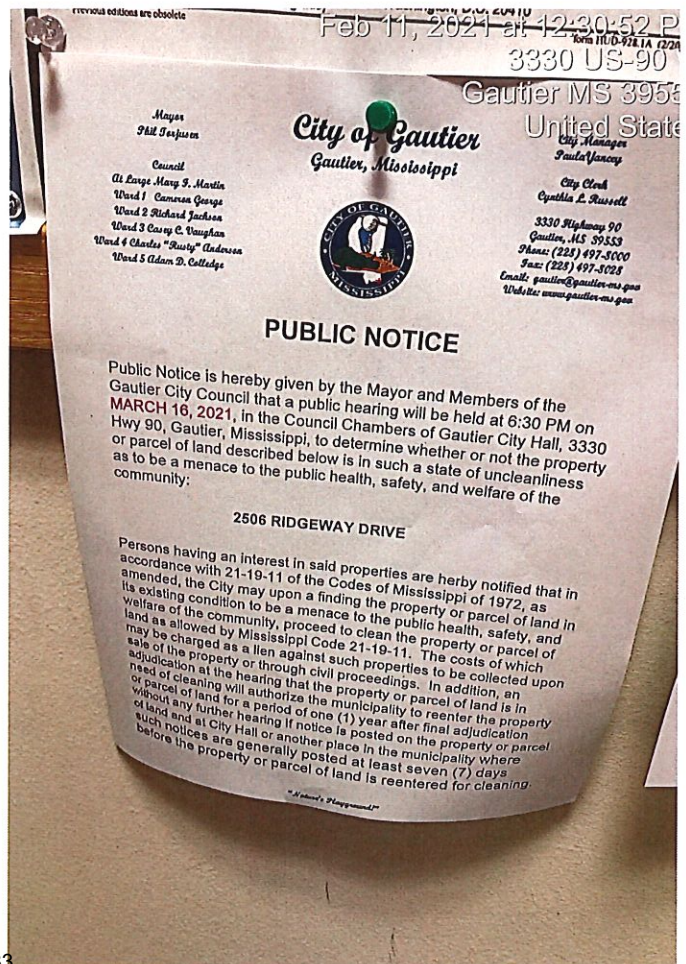
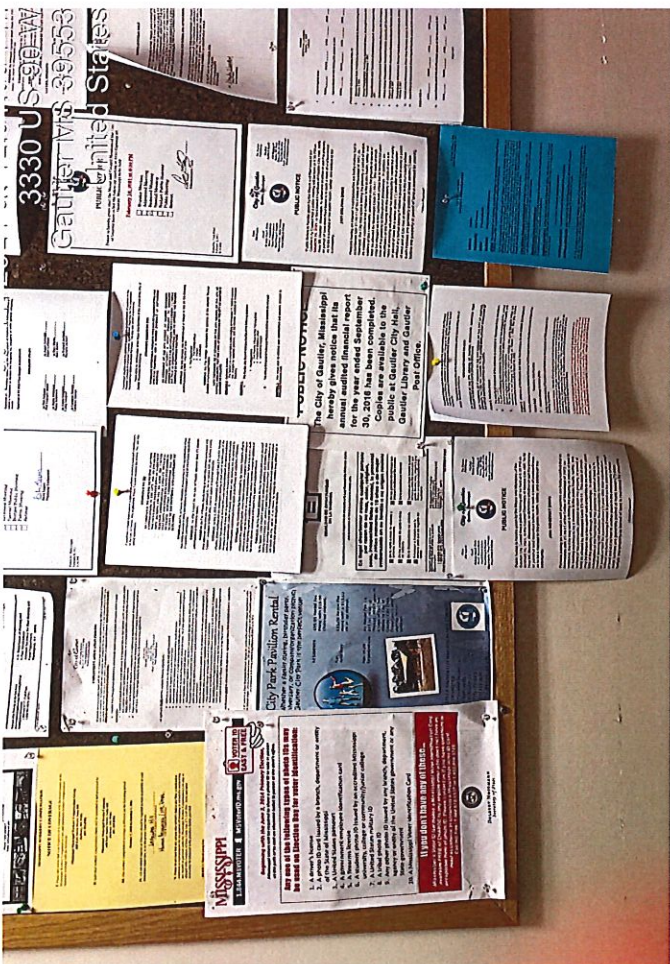
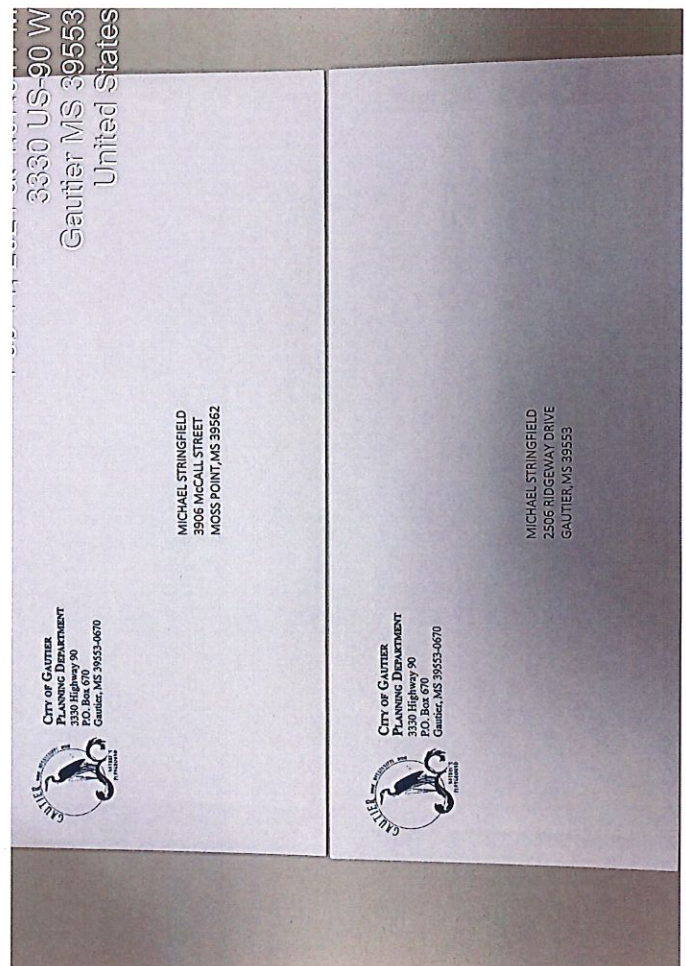
The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2521 Dolphin Drive. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on March 16, 2021 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Joe Franklin
City of Gautier
Code Enforcement Officer





**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Joe Franklin, Code Enforcement Officer
Through: Scott Ankerson, Planning Director
Date: February 11, 2021
Subject: 2506 Ridgeway Drive Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on September 11, 2018

The house caught fire in a bedroom on September 10, 2018 and Code Enforcement was called to the location on September 11, 2018. After inspecting the damage to the house, Code Enforcement condemned the structure for safety issues on September 11, 2018. Michael Stringfield became the owner of the property on December 18, 2019. The house burned a second time on April 7, 2020. Michael Stringfield was notified of the safety violations from the debris left on the property from the fire. After several conversations with Mr. Stringfield about the conditions of the property, he applied for and was issued a permit to demolish the remains of the structure and remove the debris from the property on June 19, 2020. Mr. Stringfield began removing the debris, but the work stopped sometime in August of 2020. At that time, Code Enforcement attempted to contact Mr. Stringfield several times between August 2020 and November 2020 with no success. The permit expired December 16, 2020. Numerous Code complaints have been received for this property concerning the burned materials and debris on the property and the safety of the structure.

On February 11, 2021 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on February 11, 2021. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City Hall

bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, remains of the burned structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS:

1. Parcel Information
2. Code Case History
3. Abatement Public Notice Document Posted
4. Abatement Property Notification Letters
5. Pictures of Property and Posting

**CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet**

Council Meeting:
Title:

March 16, 2021
Approval of the Docket of Claims

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	211407	03/16/2021	02/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAR 2021: SFD #122025091		02092021	02/23/2021			83.32
001	SPARKLIGHT	211408	03/16/2021	02/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAR 2021: NFD #122024383		02092021	02/23/2021			83.32
001	SPARKLIGHT	211409	03/16/2021	02/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAR 2021: CFD #122024086		02092021	02/23/2021			83.32
001	SECURE NETWORKS LLC	211410	03/16/2021	02/26/2021			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2021 NETWORK SERVICES		4454	02/14/2021			2,280.00
001	DIRECTV LLC	211413	03/16/2021	03/01/2021			170.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (APR)		03132021	03/14/2021			170.00
001	C SPIRE WIRELESS	211415	03/16/2021	03/01/2021			615.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	02/11/2021			615.32
001	BORDIS & DANOS PLLC	211419	03/16/2021	03/01/2021			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	MAR 2021 RETAINER		92	03/01/2021			10,000.00
001	TEC	211420	03/16/2021	03/01/2021			181.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1016639	03/01/2021			181.96
001	BELL AUTO PARTS INC	211430	03/16/2021	03/02/2021			184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	PUMP, BELT COVERS (2)		D058486	02/01/2021			184.00
001	O'REILLY AUTO PARTS	211431	03/16/2021	03/02/2021			404.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	1QT OIL (2)		1978195896	02/01/2021			15.98
	001-170-638	CONNECTOR, TL PIPE EXP		1978196179	02/04/2021			47.90
	001-170-638	MUFFLER CLAMP (2)		1978196226	02/05/2021			6.80
	001-170-638	CDT RTN:CONNECTOR,TL PIPE EXP		1978196231	02/05/2021			-47.90
	001-161-638	OIL FILTER KIT (2)		1978196522	02/08/2021			30.56
	001-161-638	CDT RTN:OIL FILTER KIT (2)		1978196524	02/08/2021			-30.56
	001-170-638	5QT OIL (3)		1978196564	02/08/2021			53.97
	001-170-638	OIL FILTER (2)		1978196564	02/08/2021			5.38
	001-170-559	BLACK MARKER (2)		1978196638	02/09/2021			2.98
	001-170-638	OIL FILTER (2)		1978196775	02/10/2021			5.38
	001-170-638	OIL FILTER (3)		1978196819	02/11/2021			10.82
	001-170-638	1QT OIL (23)		1978196848	02/11/2021			91.77

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	211431	03/16/2021	03/02/2021			404.69	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	120Z WD-40		1978196848	02/11/2021			6.99
	001-161-638	WIPER BLADE (2): C33		1978196946	02/12/2021			47.44
	001-100-570	CTRL ARM ASY: U #12799		1978197507	02/18/2021			77.35
	001-161-638	OIL FILTER		1978198251	02/25/2021			3.69
	001-161-638	WIPER BLADE (2)		1978198251	02/25/2021			33.68
	001-161-638	1QT OIL (3)		1978198251	02/25/2021			19.47
	001-161-638	5QT OIL		1978198251	02/25/2021			22.99
001	STEINER SAW & MOWER	211432	03/16/2021	03/02/2021			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	18" CHAIN (4), CS 1GAL OIL		125122	12/09/2020			150.00
001	GOVERNMENT BRANDS SHARED SERVICES	211433	03/16/2021	03/02/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAR 2021 COURT SUPPORT		INV207866	03/01/2021			1,495.00
001	DELTA SANITATION OF MS LLC	211443	03/16/2021	03/03/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001139463	02/28/2021			35.00
001	MS DEPT OF FINANCE & ADMIN	211447	03/16/2021	03/04/2021			22,288.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2021 COURT ASSESSMENTS		02282021	03/01/2021			22,288.75
001	MS DEPT OF PUBLIC SAFETY	211448	03/16/2021	03/04/2021			1,491.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2021 SPECIAL ASSESSMENTS		02282021	03/01/2021			1,491.00
001	MS DEPT OF PUBLIC SAFETY	211449	03/16/2021	03/04/2021			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2021 INTERLOCK FEES		02282021	03/01/2021			150.00
001	ACE DATA STORAGE INC	211450	03/16/2021	03/04/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021-SHREDDING SERVICE		76709	03/01/2021			105.00
001	RJ YOUNG COMPANY LLC	211451	03/16/2021	03/04/2021			1,117.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4088848	02/17/2021			470.88
	001-092-698	IMC8000 USAGE: B/W		INV4088848	02/17/2021			229.58
	001-092-698	IMC8000 USAGE: COLOR		INV4088848	02/17/2021			283.31
	001-090-698	MPC4504 USAGE: B/W		INV4088848	02/17/2021			33.27
	001-090-698	MPC4504 USAGE: COLOR		INV4088848	02/17/2021			100.90
001	RJ YOUNG COMPANY LLC	211452	03/16/2021	03/04/2021			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV3496908	02/20/2021			113.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	211454	03/16/2021	03/04/2021			8,524.28	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	02162021	02/23/2021				6,003.26
	001-201-629	SIGNAL LIGHTS 10054	02162021	02/23/2021				610.22
	001-092-631	CITY HALL 10054	02162021	02/23/2021				1,057.80
	001-170-631	FRAZIER PARK 10054	02162021	02/23/2021				51.67
	001-170-631	SENIOR BLDG 10054	02162021	02/23/2021				77.36
	001-161-631	CENTRAL FD 10054	02162021	02/23/2021				320.56
	001-170-631	CITY PARK 10054	02162021	02/23/2021				149.32
	001-092-631	PUBLIC WORKS 10054	02162021	02/23/2021				227.32
	001-092-631	HWY 90 SIGN 10054	02162021	02/23/2021				26.77
001	SINGING RIVER ELECTRIC COOPERATIVE	211455	03/16/2021	03/04/2021			589.51	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	SOUTH FD 76008001	02182021	02/24/2021				244.27
	001-170-631	BACOT PARK 10137	02182021	02/24/2021				195.35
	001-201-629	SIGNAL LIGHTS 10138	02182021	02/24/2021				124.89
	001-170-631	BACOT SPLASHPAD 103751001	02242021	02/24/2021				25.00
001	FUELMAN	211458	03/16/2021	03/05/2021			2,553.94	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP59669116	03/01/2021				35.73
	001-092-525	UNL FUEL	NP59669116	03/01/2021				31.96
	001-100-525	UNL FUEL	NP59669116	03/01/2021				1,980.64
	001-161-525	UNL & DSL FUEL	NP59669116	03/01/2021				341.60
	001-170-525	UNL & DSL FUEL	NP59669116	03/01/2021				111.62
	001-205-525	UNL FUEL	NP59669116	03/01/2021				52.39
001	MALLETTE BROTHERS CONSTRUCTION INC	211461	03/16/2021	03/05/2021			711.30	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-576	6.81 RAP TN	22210	02/28/2021				204.30
	001-201-576	6.76 ASPHALT TN	22210	02/28/2021				507.00
001	LOWES HOME CENTERS INC	211473	03/16/2021	03/08/2021			1,968.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-635	GE FL BULB 40PK (2)	982778	01/20/2021				318.74
	001-170-559	4X4X6 TREATED LUMBER	901348	01/25/2021				10.79
	001-100-635	GE 32W CFL 4-PIN BULB (2)	910090	01/25/2021				18.96
	001-170-577	TOILET, SUPPLY LINE	901587	01/26/2021				80.60
	001-170-577	1/4 PINE EXTERIOR (4)	901586	01/26/2021				94.60
	001-170-559	12OZ FIRE ANT KILLER (7)	902330	01/27/2021				79.66
	001-170-577	REPR PAVILION: BUDDY DAVIS	901021	01/28/2021				134.96
	001-170-577	16GA BOS FINISH NAILS 100CT	901028	01/28/2021				12.24
	001-170-634	PALLET 80LB QUIKRETE (42)	901955	01/28/2021				153.11
	001-170-634	DW 8PC SAW BLADE KIT (4)	901025	01/28/2021				29.38
	001-170-577	REPR PAVILION: BUDDY DAVIS	901982	01/28/2021				47.49
	001-170-577	REPR PAVILION: BUDDY DAVIS	901549	02/01/2021				243.77
	001-170-559	CF PREM LTHR GLOVE, BH GLOVE	909753	02/02/2021				27.87
	001-170-559	CF PREM LTHR GLOVE	917909	02/02/2021				9.49
	001-170-559	CDT RTN: CF PREM LTHR GLOVE	918338	02/02/2021				-9.48

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001	LOWES HOME CENTERS INC	211473	03/16/2021	03/08/2021			1,968.50	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-560	STABLE PLATE, STEEL ANGLE	901883	02/02/2021			68.08	
	001-161-559	CORNER BRUSH (2), TIES,NOZZLE	901013	02/03/2021			41.70	
	001-170-559	12OZ ANT KILLER (3), SPRAY KIT	909845	02/03/2021			41.44	
	001-170-638	4-1/2 STEEL HASP	901150	02/04/2021			6.16	
	001-170-634	2X8X8 TREATED LUMBER (4)	901917	02/11/2021			59.16	
	001-161-559	GE OTR 1.6 CU FT MICROWAVE	901945	02/11/2021			236.55	
	001-161-559	8PK C BATT	910598	02/13/2021			13.29	
	001-100-635	EL TOILET SEAT	902922	02/16/2021			16.14	
	001-170-559	DW GRIND WHEEL (6)	910143	02/17/2021			19.80	
	001-170-634	8FT LANDSCAPE TIMBER (42)	918136	02/17/2021			174.72	
	001-205-559	7/8IN COLD CHISEL	901755	02/19/2021			7.59	
	001-161-559	WASH BRUSH, WAX RING	910684	02/22/2021			18.40	
	001-205-559	CF LVR LOCK TAPE MEASURE 30FT	902252	02/24/2021			13.29	
001	CENTERPOINT ENERGY	211488	03/16/2021	03/08/2021			153.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN:1/26-2/24/21	11000885-1	03/03/2021			101.15	
	001-161-630	SOUTH FIRE STN: 1/26-2/24/21	11000999-0	03/03/2021			52.20	
001	JACKSON COUNTY ADULT DETENTION CENTER	211489	03/16/2021	03/08/2021			2,310.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	FEB 2021 ADC CHGS	02282021	03/09/2021			2,310.00	
001	SPARKLIGHT	211490	03/16/2021	03/08/2021			84.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	MAR 2021: SR BLDG #120793682	02222021	03/01/2021			84.62	
001	SPARKLIGHT	211491	03/16/2021	03/08/2021			147.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	MAR 2021: #107571481	02222021	03/01/2021			147.06	
001	CINTAS CORPORATION NO 2	211492	03/16/2021	03/08/2021			312.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	4074833212	02/03/2021			78.07	
	001-205-535	MAINTENANCE	4075529214	02/10/2021			78.07	
	001-205-535	MAINTENANCE	4076174804	02/18/2021			78.07	
	001-205-535	MAINTENANCE	4076849743	02/25/2021			78.07	
001	C SPIRE WIRELESS	211493	03/16/2021	03/08/2021			916.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	02/28/2021			47.15	
	001-040-605	ADMIN CELL PHONES	0030759348	02/28/2021			128.49	
	001-090-605	BLD-PLNG CELL PHONES	0030759348	02/28/2021			201.47	
	001-090-698	IPAD SERVICE(3)	0030759348	02/28/2021			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	02/28/2021			94.30	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	02/28/2021			141.45	
	001-170-605	RECREATION CELL PHONES	0030759348	02/28/2021			150.03	
	001-205-605	MAINT CELL PHONE	0030759348	02/28/2021			51.44	

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001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	211497	03/16/2021	03/08/2021			44.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FEB 2021 ACCT 6006920	202102-1	03/08/2021			44.64	
001	FUELMAN	211499	03/16/2021	03/09/2021			2,972.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59744684	03/08/2021			66.79	
	001-100-525	UNL & DSL FUEL	NP69744684	03/08/2021			2,067.72	
	001-161-525	UNL & DSL FUEL	NP69744684	03/08/2021			346.33	
	001-170-525	UNL & DSL FUEL	NP69744684	03/08/2021			384.34	
	001-205-525	UNL & DSL FUEL	NO59744684	03/08/2021			107.27	
001	AIRGAS USA LLC	211502	03/16/2021	03/09/2021			213.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9977840900	02/28/2021			213.22	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	211503	03/16/2021	03/09/2021			227.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACCUNET T1.5 DIGITAL SERV	3125733882	03/01/2021			227.10	
001	DELTA COMPUTER SYSTEMS INC	211505	03/16/2021	03/09/2021			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	SUBMIT 2020 ACA 1095 FILE	DHLXT00064	02/28/2021			500.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	211507	03/16/2021	03/09/2021			2,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-643	CHAMBER MEMBERSHIP	31310	03/01/2021			2,000.00	
001	CREDIT CARD CENTER	211508	03/16/2021	03/09/2021			2,585.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	HOTEL-BGROUND INV:KILLINGSWTH	02032021	02/04/2021			284.76	
	001-100-681	HOTEL-USPC: MCQUAGGE	02162021	02/17/2021			459.80	
	001-100-681	HOTEL-USPC: WILLIAMS	02162021	02/17/2021			459.80	
	001-100-681	NIC REGISTRATION: MCQUAGGE	02222021	02/23/2021			386.25	
	001-094-681	MUNI ENG FUND CLASS: MORGAN	02222021	02/23/2021			995.00	
001	AUTO TRUCK AND TRAILER PARTS INC	211509	03/16/2021	03/09/2021			1,680.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	S/PLUG(3),OIL CAP(5),ROPE,BULB	287453	02/02/2021			93.15	
	001-161-638	TRANS FLUID (2)	287428	02/02/2021			23.30	
	001-100-570	6" WHEEL (2)	287432	02/03/2021			13.30	
	001-100-570	CONTROL ARM (2)	287417	02/04/2021			121.84	
	001-161-638	ANTIFREEZE (4)	287526	02/04/2021			46.00	
	001-170-639	HYD OIL: JD TRACTOR	287479	02/03/2021			41.50	
	001-100-570	FRONT PADS,ROTORS(2): U #19684	287577	02/08/2021			176.61	
	001-100-638	FILTERS (12)	287589	02/08/2021			80.52	
	001-170-639	5GAL HYD OIL, 5GAL OIL	287768	02/17/2021			70.00	
	001-100-570	BATTERY: U #72	287771	02/17/2021			136.00	
	001-170-639	FILTER: JD TRACTOR	287794	02/18/2021			12.10	
	001-100-570	STRUT: U #12799	287797	02/18/2021			88.51	

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001	AUTO TRUCK AND TRAILER PARTS INC	211509	03/16/2021	03/09/2021			1,680.65	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	VALVE: E5	287815	02/18/2021			59.50	
	001-100-570	AIR FILTER (4): PD VEHICLES	287879	02/23/2021			47.16	
	001-161-638	RADIATOR, FITTING: CMD 33	287682	02/24/2021			289.95	
	001-161-638	ANTIFREEZE (6), DCA: CMD 33	287911	02/24/2021			100.83	
	001-161-638	BULB (10), DEF (6): FIRE TRUCKS	287916	02/24/2021			92.58	
	001-170-639	HITCH PINS (2): JD TRACTOR	287934	02/25/2021			8.00	
	001-100-570	LUBE (8), FITER (12)	287963	02/25/2021			179.80	
001	ALABAMA MEDIA GROUP	211512	03/16/2021	03/10/2021			68.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	ORD 257-2021: RAILRD CROSSINGS	0009887770	02/21/2021	210452		14.88	
	001-090-615	PUBLIC NOTICE: GPC #21-10-SE	0009882736	02/14/2021	210426		18.48	
	001-090-615	PUBLIC NOTICE: GPC #21-06-CU	0009882746	02/14/2021	210426		18.48	
	001-090-615	PUBLIC NOTICE: GPC #21-09-SE	0009882742	02/14/2021	210426		16.92	
001	GALLS LLC	211513	03/16/2021	03/10/2021			312.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	LP1237 GALLS GARRISON BELT	017515371	01/26/2021	210365		17.00	
	001-100-559	SHIPPING	017515371	01/26/2021	210365		1.34	
	001-100-559	B879 BADGE CUSTOMIZATION	017797656	03/03/2021	210365		131.33	
	001-100-559	FULL COLOR STATE SEAL	017797656	03/03/2021	210365		5.00	
	001-100-559	B879 BADGE CUSTOMIZATION	017797656	03/03/2021	210365		131.33	
	001-100-559	FULL COLOR STATE SEAL	017797656	03/03/2021	210365		5.00	
	001-100-559	SHIPPING	017797656	03/03/2021	210365		21.65	
001	MALLETTE BROTHERS CONSTRUCTION INC	211514	03/16/2021	03/10/2021			214.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	14.80 FILL SAND TN: NATURE TRL	22213	02/28/2021	210378		214.60	
001	MID SOUTH UNIFORM & SUPPLY INC	211516	03/16/2021	03/10/2021			1,880.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANTS (6)	613859	02/18/2021	210296		272.16	
	001-100-535	SS NAVY UNIFORM SHIRT (3)	613859	02/18/2021	210296		139.29	
	001-100-535	GENESIS HD JACKET NAVY	613859	02/18/2021	210296		166.17	
	001-100-535	NAVY PANTS GOLD STRIPES (3)	613859	02/18/2021	210296		136.08	
	001-100-535	SS NAVY UNIFORM SHIRT (2)	613859	02/18/2021	210296		92.86	
	001-100-535	LS NAVY SHIRT	613859	02/18/2021	210296		49.91	
	001-100-535	SS ARMORSKIN NAVY SHIRT (9)	613859	02/18/2021	210296		384.93	
	001-100-535	SS NAVY UNIFORM SHIRT	613859	02/18/2021	210296		46.43	
	001-100-535	SS ARMORSKIN NAVY SHIRT (3)	613859	02/18/2021	210296		128.31	
	001-100-535	NAVY PANTS (3)	613859	02/18/2021	210296		136.08	
	001-100-535	GENESIS HD JACKET NAVY	613859	02/18/2021	210296		166.17	
	001-100-535	CLIP ON NAVY TIES 18" (10)	613859	02/18/2021	210296		52.70	
	001-100-535	SEW ON PATCHES (8)	613859	02/18/2021	210296		8.00	
	001-100-535	NAVY BRAID (3)	613859	02/18/2021	210296		12.75	
	001-100-535	BRAID OLD GOLD (3)	613859	02/18/2021	210296		14.25	
	001-100-535	SEW ON PATCHES (34)	613859	02/18/2021	210296		34.00	
	001-100-535	GENESIS ID PANELS (2)	613859	02/18/2021	210296		40.66	

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001	GULF COAST BUSINESS SUPPLY CO	211517	03/16/2021	03/10/2021			153.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	MF PAPER TOWELS 12/CT (4)	221119	02/22/2021	210409		70.24	
	001-161-510	PINE CLEANER GALLON (4)	221119	02/22/2021	210409		25.88	
	001-161-510	COMET CLEANSER 21-OZ (8)	221119	02/22/2021	210409		17.20	
	001-161-510	DEGRSR DISINFECT SPRAY 12/CT	221119.1	02/26/2021	210409		39.96	
001	CUSTOM PRODUCTS CORPORATION	211519	03/16/2021	03/10/2021			1,520.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	STREET SIGNS (24)	347339	02/11/2021	210402		481.20	
	001-201-565	30X30 STOP SIGN (5)	347339	02/11/2021	210402		162.60	
	001-201-565	18X24 SLOW HEART CHILDREN (8)	347339	02/11/2021	210402		146.72	
	001-201-565	FREIGHT	347339	02/11/2021	210402		88.27	
	001-201-565	30X30 NO OUTLET SIGN (2)	347339	02/11/2021	210402		66.04	
	001-201-565	18X12 NO LITTER ORD FINE (6)	347339	02/11/2021	210402		116.82	
	001-201-565	18X24 SPEED LIMIT 15 (4)	347339	02/11/2021	210402		65.36	
	001-201-565	18X24 SLOW CHILDREN PLAY (4)	347339	02/11/2021	210402		65.36	
	001-201-565	18X24 SPEED LIMIT 25 (3)	347339	02/11/2021	210402		49.02	
	001-201-565	30X30 SCHOOL SIGN (6)	347339	02/11/2021	210402		279.42	
001	SOUTHERN PIPE & SUPPLY CO INC	211520	03/16/2021	03/10/2021			112.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-635	REGAL FLUSH VALVE	5053269-00	02/18/2021	210450		112.26	
001	GULF COAST ARMY NAVY STORE	211522	03/16/2021	03/10/2021			199.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	TRU-SPEC TACTICAL PANTS (2)	484770	03/02/2021	210489		109.90	
	001-100-535	PROPPER BDU PANTS	484770	03/02/2021	210489		39.95	
	001-100-535	511 TACTICAL PANTS	484770	03/02/2021	210489		49.95	
001	WASTE OIL COLLECTORS INC	211523	03/16/2021	03/10/2021			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	288 GALLON OIL TANK	0024520	03/04/2021	210506		500.00	
001	SECURE NETWORKS LLC	211524	03/16/2021	03/10/2021			1,323.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	DELL OPTIPLEX 3080 SFF WINDOWS	4474	03/02/2021	210427		1,033.00	
	001-090-500	MS HOME & BUSINESS 2019	4474	03/02/2021	210427		265.00	
	001-090-500	SHIPPING: BANG, A	4474	03/02/2021	210427		25.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211526	03/16/2021	03/10/2021			520.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	ONE-TOUCH STAPLER	3470175845	02/21/2021	210442		10.39	
	001-040-500	DAB N SEAL 4PK (2)	3470175845	02/21/2021	210442		11.94	
	001-040-500	SHARPIE HIGHLIGHTER YEL 3PK	3470175845	02/21/2021	210442		5.79	
	001-040-500	EXPAND WALLET 10X15 10/BX	3470276186	02/24/2021	210442		31.16	
	001-040-500	PERMANENT MARKER 12PK	3470276186	02/24/2021	210442		2.99	
	001-040-500	FILE POCKET FOLDER 10PK	3470276186	02/24/2021	210442		25.42	
	001-040-500	INVISIBLE TAPE 12PK	3470276186	02/24/2021	210442		6.44	
	001-040-500	TAPE DISPENSER	3470276186	02/24/2021	210442		1.25	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211526	03/16/2021	03/10/2021			520.51	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	STICKY NOTES 3X3 12PK	3470276186	02/24/2021	210442		8.24	
	001-040-500	COPY PAPER 8.5X11 CS (10)	3470276186	02/24/2021	210442		399.90	
	001-022-500	WHITE-OUT TAPE 4PK	3470276186	02/24/2021	210442		5.10	
	001-040-500	POST-IT NOTES 24PK	3470276186	02/24/2021	210442		8.60	
	001-040-500	8" SCISSORS 3PK	3470276187	02/24/2021	210442		3.29	
001	CITY ELECTRIC SUPPLY CO	211528	03/16/2021	03/10/2021			1,389.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	GE DIST 2 POLE 240V IC 400A	PAS/071499	02/26/2021	210451		1,195.00	
	001-161-635	500 MCM 3 PORT MULTI-TAP	PAS/071499	02/26/2021	210451		43.14	
	001-161-635	ILSCO DE-OXIDE INHIBITOR (4)	PAS/071499	02/26/2021	210451		63.80	
	001-161-635	GRD 3410 CU 3/4X10 COPPER GRD	PAS/071499	02/26/2021	210451		24.49	
	001-161-635	TOPAZ 737 2.5 CAP CLAMP	PAS/071499	02/26/2021	210451		36.89	
	001-161-635	TOPAZ 527 2.5 HOLE STRAP (2)	PAS/071499	02/26/2021	210451		1.10	
	001-161-635	3M 33+ (2)	PAS/071499	02/26/2021	210451		9.98	
	001-161-635	14" CABLE TIE 120LBS BLK 100CT	PAS/071499	02/26/2021	210451		15.29	
001	CUPIT SIGNS INC	211529	03/16/2021	03/10/2021			539.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	4X8 BANNER (3):TASTY THURSDAY	32896A	01/27/2021	210357		539.97	
001	SPORTABOUT	211531	03/16/2021	03/10/2021			627.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-535	T-SHIRT LOGO (14)	8220	02/05/2021	210368		70.00	
	001-170-535	POCKET T-SHIRT LOGO (30)	8220	02/05/2021	210368		217.50	
	001-170-535	POCKET T-SHIRT LOGO (40)	8220	02/05/2021	210368		340.00	
001	A COMPLETE FLAG SOURCE INC	211534	03/16/2021	03/10/2021			160.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	MISS 2021 3X5 NYL-GLO FLAG (2)	34505	02/24/2021	210236		148.80	
	001-040-559	SHIPPING: C CHAMBER/COURT	34505	02/24/2021	210236		12.00	
001	SERABEE	211535	03/16/2021	03/10/2021			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-597	LIVE PERFORMANCE	120	02/22/2021	210459		400.00	
FUND TOTAL	1 Claims	to	Checks	54 Total	79,451.55 Manual	Held	Total	79,451.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PRECISION DELTA CORPORATION	211518	03/16/2021	03/10/2021			944.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	.223 REM 55GR 1000 RD/CS (3)		18943	02/23/2021	200988		944.46
156	ROGERS-DABBS CHEVEROLET HUMMER	211530	03/16/2021	03/10/2021			30,284.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	2021 CHEV SILVERADO:VIN 40636		83951	03/04/2021	210431		30,284.00
FUND TOTAL 156 Claims	to	Checks	2 Total	31,228.46 Manual		Held		Total 31,228.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SECURE NETWORKS LLC	211525	03/16/2021	03/10/2021			4,172.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	500GB 2.5 INCH SATA III (17)	4477	03/03/2021	210435		1,955.00	
	157-100-799	8GB STICK COMPUTER MEMORY (19)	4477	03/03/2021	210435		950.00	
	157-100-799	DELL OPTIPLEX 3080 SFF WINDOWS	4477	03/03/2021	210435		1,002.00	
	157-100-799	MS HOME AND BUSINESS 2019	4477	03/03/2021	210435		265.00	
FUND TOTAL 157 Claims	to	Checks	1 Total	4,172.00	Manual	Held	Total	4,172.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SOUTHERN PIPE & SUPPLY CO INC	211521	03/16/2021	03/10/2021			179.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	GRID STRAINER GSCP17JV (2)	4890336-0	02/16/2021	210268		27.38	
	171-176-779	GA CHR SJ EXT TUBE (2)	4890336-0	02/16/2021	210268		19.52	
	171-176-779	1-1/2 PVC SLIP JOINT NUT (20)	4890336-0	02/16/2021	210268		2.14	
	171-176-779	1-1/2 PL SLIP JOINT WASHER (2)	4890336-0	02/16/2021	210268		.78	
	171-176-779	1-1/4 CP SJ NUT L/WASHER (2)	4890336-0	02/16/2021	210268		3.00	
	171-176-779	1-1/4 SLIP JOINT WASHER (2)	4890336-0	02/16/2021	210268		.48	
	171-176-779	1-1/2X1-1/4 PL J/WASHER (2)	4890336-0	02/16/2021	210268		.78	
	171-176-779	CP SJ NUT L/WASHER J5035	4890336-0	02/16/2021	210268		2.62	
	171-176-779	5.5 OZ BISCUIT KWIK SEAL PLUS	4890336-0	02/16/2021	210268		8.42	
	171-176-779	1/2 FIP SOLID FLANGED SILLOCK	4890336-0	02/16/2021	210268		14.97	
	171-176-779	INSERT ADAPTER BPIMAD	4890336-0	02/16/2021	210268		2.53	
	171-176-779	6" CHROME STRAINER	4890336-0	02/16/2021	210268		34.95	
	171-176-779	CHROME PLATED RING	4890336-0	02/16/2021	210268		25.95	
	171-176-779	WOMEN/MEN SIGN	4890336-0	02/16/2021	210268		35.99	
171	GRAND VIEW SECURITY LLC	211532	03/16/2021	03/10/2021			829.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	BOOST CELL PHONE SIGNAL 4000SF	2108106487	03/07/2021	210416		449.00	
	171-176-779	LABOR: LOG CABIN	2108106487	03/07/2021	210416		380.00	
FUND TOTAL 171 Claims	to	Checks	2 Total	1,008.51	Manual	Held	Total	1,008.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	211412	03/16/2021	03/01/2021			30,938.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		FEB 2021	02/24/2021			30,938.62
FUND TOTAL 172 Claims	to	Checks	1 Total	30,938.62	Manual	Held	Total	30,938.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	211418	03/16/2021	03/01/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	FEB 2021 SSP: INET #132698937	02012021	02/08/2021			244.80	
176	O'REILLY AUTO PARTS	211434	03/16/2021	03/03/2021			23.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	140Z BRAKE CLN (12)	1978197523	02/18/2021			23.88	
176	SINGING RIVER ELECTRIC COOPERATIVE	211456	03/16/2021	03/04/2021			3,033.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	02182021	02/24/2021			2,705.99	
	176-170-631	HOUSE 76855002	02182021	02/24/2021			49.66	
	176-170-631	SSP WELCOME CENTER 108928002	02182021	02/24/2021			252.49	
	176-170-631	DUMP STATION 109931001	02182021	02/24/2021			25.00	
176	LOWES HOME CENTERS INC	211478	03/16/2021	03/08/2021			619.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	25QT POTTING MIX	919938	02/01/2021			9.49	
	176-170-559	64OZ DRANO MAX	909753	02/02/2021			12.81	
	176-170-559	48IN TRACK (10), 10IN TRACK(30)	909867	02/03/2021			140.58	
	176-170-559	13GAL WASTEBASKET	909896	02/03/2021			17.09	
	176-170-559	1X10X6 WHITEWOOD BOARD (12)	901130	02/04/2021			163.68	
	176-170-559	BULLETIN BOARD SUPPLIES (26)	901260	02/17/2021			198.24	
	176-170-586	PLUMBER TAPE, BUSH FITTING	901160	02/17/2021			4.53	
	176-170-586	REPR ICE MACHINE (4)	909955	02/22/2021			18.07	
	176-170-586	REPR ICE MACHINE (10)	912811	02/23/2021			6.85	
	176-170-586	REPR ICE MACHINE (12)	909013	02/23/2021			21.43	
	176-170-586	SPRAY PAINT, CAULK, CARBON FLTR	909043	02/24/2021			26.83	
176	C SPIRE WIRELESS	211495	03/16/2021	03/08/2021			51.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE	0030759348	02/28/2021			51.44	
176	FUELMAN	211500	03/16/2021	03/09/2021			24.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP29744684	03/08/2021			24.76	
176	BAY ICE COMPANY INC	211506	03/16/2021	03/09/2021			225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	MTHLY BOX RENTAL	638766	02/01/2021			50.00	
	176-170-541	10LB BAG ICE (140)	638536	02/10/2021			175.00	
176	AUTO TRUCK AND TRAILER PARTS INC	211510	03/16/2021	03/09/2021			23.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	BOX RAGS: SHOP	28779	02/18/2021			23.42	
176	MALLETTE BROTHERS CONSTRUCTION INC	211515	03/16/2021	03/10/2021			1,668.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	29.69 LIMESTONE TN: SHEP PARK	22211	02/28/2021	210458		1,113.38	
	176-170-559	14.81 LIMESTONE TN: SHEP PARK	22212	02/28/2021	210377		555.38	

Docket of Claims
Release date from 03/16/2021 thru 03/16/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved

FUND TOTAL	176 Claims	to	Checks	9 Total	5,914.80	Manual	Held	Total 5,914.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	THOMPSON BROTHERS DRILLING INC	211494	03/16/2021	03/08/2021			66,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-766	CITY HALL WATER WELL		1	02/26/2021			66,500.00
FUND TOTAL 355 Claims	to	Checks	1 Total	66,500.00 Manual		Held	Total	66,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	211414	03/16/2021	03/01/2021			1,035.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	15 CY FILL DIRT (3): POMPANO		29996	02/23/2021			405.00
	400-651-683	15 CY TOPSOIL (3): POMPANO		29996	02/23/2021			630.00
400	SPARKLIGHT	211416	03/16/2021	03/01/2021			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MAR 2021: #107663106		02162021	02/23/2021			71.41
400	JACKSON COUNTY UTILITY AUTHORITY	211417	03/16/2021	03/01/2021			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	MAR 2021 TREATMENT CHGS		1001	03/01/2021			235,473.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	211421	03/16/2021	03/01/2021			2,200.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		07 3695347689	03/01/2021			2,200.07
400	CLEARWATER SOLUTIONS LLC	211445	03/16/2021	03/04/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	FEB 2021 OPERATION FEE		GAUTIER099	03/01/2021			170,690.75
400	RJ YOUNG COMPANY LLC	211453	03/16/2021	03/04/2021			218.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV4089006	02/17/2021			166.49
	400-650-698	IMC4500 USAGE: B/W		INV4089006	02/17/2021			7.16
	400-650-698	IMC4500 USAGE: COLOR		INV4089006	02/17/2021			44.51
400	SINGING RIVER ELECTRIC COOPERATIVE	211457	03/16/2021	03/04/2021			3,835.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		02182021	02/24/2021			295.63
	400-651-631	LIFT STNS 17883		02182021	02/24/2021			2,161.03
	400-651-631	LIFT STNS 17884		02182021	02/24/2021			1,378.56
400	FUELMAN	211459	03/16/2021	03/05/2021			150.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59669116	03/01/2021			150.97
400	MALLETTE BROTHERS CONSTRUCTION INC	211460	03/16/2021	03/05/2021			2,072.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	51.60 RAP TN		22210	02/28/2021			1,548.00
	400-651-585	7.57 RIP RAP TN		22210	02/28/2021			446.63
	400-651-585	6.51 FILL SAND CY		22210	02/28/2021			78.12
400	LOWES HOME CENTERS INC	211486	03/16/2021	03/08/2021			183.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	BATH FAN,LED GLOBE,TOILET SEAT		902862	02/16/2021			40.79
	400-651-683	QUIKRETE 80LB BAG CONCRETE(42)		901135	02/23/2021			142.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	211487	03/16/2021	03/08/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		2180	03/04/2021			7,500.00
400	SOUTHERN LINC	211496	03/16/2021	03/08/2021			90.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2021 SERV CHGS		10699372	03/01/2021			80.00
	400-650-698	TAXES/FEES		10699372	03/01/2021			10.16
400	FIRST NATIONAL BANK TRUST DEPT	211498	03/16/2021	03/08/2021			1,940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2018 BOND FEES CY 2020		12312020	12/31/2020			1,940.00
400	FUELMAN	211501	03/16/2021	03/09/2021			146.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59744684	03/08/2021			146.18
400	MISSION COMMUNICATIONS LLC	211504	03/16/2021	03/09/2021			1,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RADIO/DTRBOARD ASSY:OCEAN EST		1049388	02/28/2021			250.00
	400-651-584	RADIO/DTRBOARD ASSY: SPARE		1049388	02/28/2021			250.00
	400-651-584	CIRCUIT BOARD: SPARE (2)		1049388	02/28/2021			500.00
	400-651-584	FREIGHT		1049388	02/28/2021			10.00
400	BANCORPSOUTH EQUIPMENT FINANCE	211511	03/16/2021	03/09/2021			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		04042021	03/08/2021			143,724.87
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 211527	03/16/2021	03/10/2021			207.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK MX317 TONER CARTRIDGE		3470276188	02/24/2021	210446		82.68
	400-650-500	EPSON T252 COLOR C/M/Y INK 3PK		3470276188	02/24/2021	210446		36.19
	400-650-500	HP952 INK 4PK		3470276189	02/24/2021	210446		89.09
400	CORE & MAIN LP	211533	03/16/2021	03/10/2021			3,114.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	6 SDR35 2 WAY CLEANOUT TEE (2)		N676651	02/22/2021	210376		393.06
	400-651-581	2 PVC BALL VALVE HXH (4)		N676651	02/22/2021	210376		30.80
	400-651-581	2 IPS COMP COUPLING (6)		N676651	02/22/2021	210376		60.24
	400-651-581	4PVC CL200 REPR COUPLING (6)		N676651	02/22/2021	210376		227.64
	400-651-583	6X7 1/2 REP CP REPR LEAK (6)		N676651	02/22/2021	210376		531.06
	400-651-583	6X12-1/2 REPR CP COLLAR LK (6)		N676651	02/22/2021	210376		885.06
	400-651-583	6 HYMAX 2 FLIP CPLG (4)		N676651	02/22/2021	210376		958.12
	400-651-581	LUBE 1QT F/WATER/SWR PIPE (4)		N676651	02/22/2021	210376		28.80
400	J H WRIGHT & ASSOCIATES INC	211536	03/16/2021	03/10/2021			217.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SQUARE D BREAKER: NELSON 7 LS		431091	02/25/2021	210440		217.00
FUND TOTAL 400 Claims to		Checks	19 Total	573,881.87	Manual		Held	Total 573,881.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	211444	03/16/2021	03/03/2021			106,702.20	
	Account Number		Description		Invoice #	Date	P.O.	Amount
	404-677-693		FEB 2021 RES GARBAGE (6340)		0001139384	02/28/2021		106,702.20
FUND TOTAL 404 Claims	to	Checks	1 Total	106,702.20	Manual		Held	Total 106,702.20

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	54 Total	79,451.55 Manual	Held	Total	79,451.55
FUND 156 Claims	to	Checks	2 Total	31,228.46 Manual	Held	Total	31,228.46
FUND 157 Claims	to	Checks	1 Total	4,172.00 Manual	Held	Total	4,172.00
FUND 171 Claims	to	Checks	2 Total	1,008.51 Manual	Held	Total	1,008.51
FUND 172 Claims	to	Checks	1 Total	30,938.62 Manual	Held	Total	30,938.62
FUND 176 Claims	to	Checks	9 Total	5,914.80 Manual	Held	Total	5,914.80
FUND 355 Claims	to	Checks	1 Total	66,500.00 Manual	Held	Total	66,500.00
FUND 400 Claims	to	Checks	19 Total	573,881.87 Manual	Held	Total	573,881.87
FUND 404 Claims	to	Checks	1 Total	106,702.20 Manual	Held	Total	106,702.20
Total for all Funds			Checks	90 Total	899,798.01 Manual	Held	Total 899,798.01

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Approval of Minutes from Regular Council Meeting held
March 2, 2021.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Regular Council Meeting held March 2, 2021.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☒
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held March 2, 2021 are hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

**Tuesday
March 2, 2021
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 2, 2021 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, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 2, 2021 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Gautier Mayor's Youth Council and Ocean Springs Mayor's Youth Council will host a Drive-In Movie event (Featuring Moana) on March 5th starting at 6:00pm at the Singing River Mall Property**
 - 2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm-8:00pm at the Singing River Mall Property.**
 - 3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property.**
- IV. Presentation Agenda**
 - 1. Proclamation recognizing Singing River Academy for its participation in The Amazing Shake Competition**
 - 2. Intellectual and Developmental Disabilities Month Proclamation**
- V. Business Agenda**

1. Approval of Change Order No. 1 for the City Hall Water Well Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to issue Task Order 5 associated with the Town Commons Park Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of the 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. Approval of Minutes from Recessed Council Meeting held February 16, 2021.
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
3. Approval of the purchase of a Wireless CCTV mobile trailer from WCCTV (Option B) for the Gautier Police Department.
4. Annual Renewal of Contract with Singing River Services for the Life Care Plus Program
5. Approval of the Contract Agreement between the City of Gautier and Jackson County Election Commission for the municipal primary
6. Authorization to remove office equipment from the Gautier Fire Department's inventory and declare such items surplus
7. Authorization to accept a donation of twelve laptop computers and a computer server for the Gautier Police Department

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**

Recess until March 16, 2021 at 6:30 pm

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:30pm.

Councilman Colledge made the motion to approve the agenda order with the following revisions:

1. Add Business Agenda Item 5 – Authorization to re-advertise for bid for the Martin Bluff Roadway Improvements Project
2. Add Business Agenda Item 6 – Approval of a Limited Use Agreement between the City of Gautier and Barnes Cross Auto, LLC/Dealer1Stop, LLC.
3. Remove page 100 from Consent Agenda Item 1 – Approval of Minutes from Recessed Council Meeting held February 16, 2021.

Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

1. Gautier Mayor's Youth Council and Ocean Springs Mayor's Youth Council will host a Drive-In Movie event (Featuring Moana) on March 5th starting at 6:00pm at the Singing River Mall Property
2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm-8:00pm at the Singing River Mall Property.
3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property.

Presentation

1. Proclamation recognizing Singing River Academy for its participation in The Amazing Shake Competition

2. Intellectual and Developmental Disabilities Month Proclamation

FREE EVENT

CITY OF GAUTIER PRESENTS

CAN'T STOP THE

A collage of various musical instruments and notes in shades of yellow and orange, including a violin, a guitar, a microphone, and musical notes, set against a red and orange gradient background.

MUSIC
FEATURING

SERABEE

2021 SATURDAY MARCH 13TH
6:00 PM UNTIL 8:00PM

.....
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

FREE EVENT



DRIVE IN MOVIE NIGHT

Featuring The Lion King

**March
26th**

7pm



**SR Mall Property
2800 Hwy 90**



CITY OF GAUTIER PROCLAMATION

WHEREAS, Singing River Academy participated in their 3rd annual Amazing Shake Competition; and

WHEREAS, the Amazing Shake is a competition that places an emphasis on teaching students' manners, discipline, respect, and professional conduct; and

WHEREAS, the goal is to prepare our students of Gautier so that they are able to present themselves exceptionally well for opportunities today, as well as those that will come in the future; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi do hereby recognize the importance of The Amazing Shake Competition and its influence in this great city, we offer our highest appreciation for your participation and influence on this day, Tuesday, the 2nd of March 2021.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 2nd day of March, 2021.



Phil Torjusen, Mayor

PROCLAMATION
A Proclamation of the Mayor and City Council
Of
The City of Gautier, Mississippi

WHEREAS, more than 47,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

WHEREAS, people with intellectual or developmental disabilities share the same desires as other Mississippians including goals in education, meaningful work, and an independent community life; and

WHEREAS, Mississippians with intellectual or developmental disabilities have the ability, and the right to work, worship, learn, and enjoy life wherever they choose; and

WHEREAS, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

WHEREAS, people with intellectual or developmental disabilities deserve the total support, respect, and acceptance of all citizens of our state; and

WHEREAS, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich the state of Mississippi and make it a better place to live for everyone.

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of March 2021 as **INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH** in the City of Gautier, Mississippi.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of March, 2021.



Phil Torjusen, Mayor
City of Gautier, Mississippi

Councilman Vaughan made the motion to approve Change Order No. 1, as presented, for the City Hall Water Well Project. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 038-2021

WHEREAS, the City of Gautier executed a contract with Thompson Brothers Drilling for the City Hall Water Well Project in August, 2020; and

WHEREAS, the original contract included a 580-foot test hole, but adequate water was not found at that depth; and

WHEREAS, in order to access adequate water, Thompson Brothers Drilling was required to continue drilling in order to access the low aquifer; and

WHEREAS, Staff has presented Change Order 1 to include the added cost of a deeper test hole (580 feet to 810 feet), a deeper well test (580 feet to 715 feet), an additional log on the lower sand, and the added depth of the permanent water well (580 feet to 715 feet); and

WHEREAS, Change Order No. 1 increases the contract amount by \$59,750, bringing the contract to \$844,050; and

WHEREAS, Change Order No. 1 also increases contract duration by 30 days; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Waggoner Engineering has reviewed the change order and recommends approval of Change Order 1, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 1; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.1 for the City Hall Water Well Project is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of Change Order No. 1 for City Hall Water Well Project

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the City Hall Water Well project.

BACKGROUND:

This water well is being installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering. The well will have the capability to pump into the City's distribution system directly.

DISCUSSION:

The original contract included a 580-foot test hole and well, but adequate water was not found at that depth. Thompson Brothers Drilling was instructed to go deeper and explore the lower aquifer, where adequate water was found.

Change Order No. 1 serves to increase the contract amount by \$59,750, bringing the contract to \$844,050. This change order covers the added cost of a deeper test hole (580 feet to 810 feet), a deeper test well (580 feet to 715 feet), an additional log on the lower sand, and the added depth of the permanent water well (580 feet to 715 feet).

The original contract included a \$350 per foot charge if the permanent well was deeper than 580 feet. Thompson Drilling, however, agreed to reduce that charge to \$150 per extra foot at a total cost of \$20,250, which saves the City \$27,000.

Waggoner Engineering has reviewed the change order and recommends approval. A future change order is anticipated and will reduce the cost of the contract. It will include deducts on the pump, control system, and screen.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the City Hall Water Well project.

The City Council may:

- 1) Approve Change Order No. 1 as presented; or
- 2) Not approve Change Order No. 1 as presented.

ATTACHMENTS:

1. CO #1

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: ONE (1) Date: January 19, 2021 WEI No.: 18019.002
Name of Project: City Hall Water Well
Owner: City of Gautier, Mississippi
Contractor: Thompson Brothers Drilling, INC
Agreement Date: October 6, 2020 Contract Time: Two Hundred Ten (210) Calendar Days
Contract Start Date: November 2, 2020 Original Completion Date: June 1, 2021
Contract Time (Increased) (Decreased) By: 30 Calendar Days
Revised Contract Completion Date: July 1, 2021

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
11	Add/Deduct if Test Hole Depth is other than 580'	LF	\$ 100.00	580	810	230	23,000.00
13	Add/Deduct if Test Well Depth is other than 580'	LF	\$ 100.00	580	715	135	13,500.00
CO1-1	Additional log on the lower sand	LS	\$ 3,000.00	0	1	1	3,000.00
CO1-2	Add/Deduct if Permanent Well Depth is other than 580'	LF	\$ 150.00	580	715	135	20,250.00

STATEMENT OF JUSTIFICATION:

- The test hole was drilled to 600' and the aquifer in that zone is not favorable for the well. The Contractor requested to explore the deeper aquifer that is 200± deeper.
- The test hole will be modified to reflect the deeper aquifer.
- The Contractor will perform an additional log on the lower aquifer to record its physical properties.
- The Contractor reduced the unit price for the change in permanent well depth. (Modifies Bid Tabulation Line Item 15)
- 30 days were added to the contract to reflect the exploration of the deeper aquifer.

Total Change - (Increase) -(Decrease)	\$ 59,750.00	Original Contract Time	210
Original Contract Amount	\$ 784,300.00	Total Change	30
Contract Amount Revised by Previous Change Order	\$ -	Revised Contract Time	240
Proposed Revised Contract Amount	\$ 844,050.00		

Requested By: City of Gautier, Mississippi

By: Paula Yancey Title: City Manager Date: March 2, 2021

Recommended By: Waggoner Engineering, Inc.

By: Carol W. Jackson Title: Project Manager Date: Feb. 17, 2021

Accepted By: Thompson Brothers Drilling, Inc

By: Perry Bridges Title: Project Manager Date: February 17, 2021



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

February 16, 2021

Thompson Brothers Drilling, Inc.
5410 Highway 11 N
Ellisville, MS 39437

ATTN: Perry Bridges

RE: **Test Well Submittal**
City Hall Water Well
WEI #W018019.002

Dear Mr. Bridges:

Waggoner Engineering, Inc. is in receipt of your submittal dated January 26, 2021 regarding the results of the drilling and logging operations at the project site. We are in agreement with proceeding with a test well operation at a maximum depth of 715' per the submittal. Upon completion of the test well operations, we will re-evaluate options for the permanent well based on the actual test well performance.

Please find attached for your review and approval Change Order No 1 which reflects the necessary pay items to accomplish the test well procedure. Please coordinate scheduling for the test well operations with Ms. Carol Jackson in our Gulfport office

Sincerely,

Brian G. Granger, P.E., BCE
Senior Discipline Manager

BG/reg

Attachments

c: Paula Yancey, City Manager, City of Gautier



Thompson Brothers Drilling

"Our Most Important Asset Wears a Hardhat"

5410 Highway 11 North
Ellisville, MS 39437
(601) 425-0970
Fax (601) 425-0972

January 26, 2021

Mr. Brian Granger, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211

RE: WEI# 0018019.002 City Hall Water Well, Gautier, MS

Dear Mr. Granger:

Thompson Brothers Drilling, Inc. has drilled to 810' and logged the hole. The Pascagoula (lower Graham Ferry) appears from 670'-715'. This 45' of sand will not produce 1200 gpm per the specifications. This is not the prettiest log I have ever seen, but it is the Pascagoula Formation. The sand analysis will be ready in a week to size the screen slot. Just guessing .016" slot, the maximum production would be 14 gpm/ft@ .01ft/sec entrance velocity. This translates to a potential of 630 gpm from the 45' of screen, if the formation allows. Seeing the amount of money being spent on this project it may be prudent to set a test well and run a 24 hr. test to determine the potential production. We can set a 4" pvc well with 40' of screen in the sand, install a submersible pump (75 gpm) and get some real time information. The test well would cost \$ 23,500.00 per the contract. If permanent well is made at 715' we will set 660' of 16" A-53 casing and cement in place by the Halliburton Method. The lap pipe will be 60 of 304 stainless attached to the 45' of 10" 304 stainless screen. The lap will be graveled with 20-40 silica. 2 each backwash valves will be attached to the bottom of the screen. Please review and advise me. Thank you.

Perry Bridges
601-319-8243



Thompson Brothers Drilling

"Our Most Important Asset Wears a Hardhat"

5410 Highway 11 North
Ellisville, MS 39437
(601) 425-0970
Fax (601) 425-0972

January 13, 2021

Mr. Brian Granger, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211

RE: WEI# 0018019.002 City Hall Water Well, Gautier, MS

Dear Mr. Granger:

Thompson Brothers Drilling, Inc. would like to drill an additional 200' +/- and log the formation available. We will drill until we run out of the sand. Also, I would ask for a change order to the well depth add or deduct to \$ 150.00 per foot and stop our time as of December 17, 2020. I request our time start again on February 2, 2021 when we remobilize. We are not asking for any monies for mobilizing again to site after the month we were shut down. However, I would ask to compensate us for the additional log on the lower sand. We use a private contractor to log the hole and the charge in Gautier is \$ 3000.00 for this service. Please advise me how to proceed. Thank you

Perry Bridges
601-319-8243

Councilman Vaughan made the motion to issue Task Order 5 associated with Town Commons Park Project, as presented, in the amount of \$146,500.00. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 039-2021

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Town Commons Park Project; and

WHEREAS, the City previously executed a Professional Services Agreement with Seymour Engineering with a task order format due to the nature of the work and the need to phase the project; and

WHEREAS, proposed Task Order Agreement No. 5 is for a total of \$146,500 for construction administration, resident project presentation, and MDEQ project manager services, as indicated in the attached Task Order; and

WHEREAS, this will be the final task order related to Phase 1A (site work); and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order No. 5 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Task Order No. 5 is hereby approved and authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of Task Order No. 5 for Town Commons Park (Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project, with work to be administered through individual task orders. The department seeks authorization for Task Order 5.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, a water feature, pickleball courts, etc. Phase 1 will include site work, parking, and the Town Green.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order Agreement No. 5 is for a total of \$146,500 for construction administration, resident project representation, and MDEQ project manager services. This will be the final task order related to Phase 1A (site work).

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project and approve Task Order Agreement No. 5.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 5 as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 5 as presented.

ATTACHMENTS:

1. Task Order #5



SEYMOUR ENGINEERING

EXHIBIT C
Task Order Agreement No. 5
Town Center Development

Scope of Work

- Construction Administration
- Resident Project Representative
- MDEQ Project Manager - Construction Phase Services working with MDEQ Program Manager in relation to: **N/A**
 - a. Material Submittals
 - b. Interpreting Contract Documents
 - c. Applications for Payment
 - d. Change Orders
 - e. Final Inspection
 - f. Completion of Punch List Items

Compensation

Cost: Lump Sum - \$146,500.00

Schedule

- Services under this Task Order Agreement - No. 5, shall commence upon approval and execution by Seymour Engineering, PLLC and the City of Gautier.

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

Mark M. Seymour, Jr. P.E. Date
President

Paula Yancey Date
City Manager

Mayor Torjusen made the motion to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT), as presented, for the Railroad Crossing Overpass Study. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 040-2021

WHEREAS, the City of Gautier was awarded a study grant to investigate the feasibility of constructing a railroad overpass to provide emergency access to the south side of the City; and

WHEREAS, the federal funds awarded through the Gulf Regional Planning Commission is \$56,888, with a local match of \$14,222, for a total cost of \$71,110; and

WHEREAS, a Memorandum of Understanding is required before the project can move forward; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding would be in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion made by **Mayor Torjusen**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **Noen**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of MOU with MDOT Regarding Railroad Overpass Study

REQUEST:

The Grants and Projects Department requests City Council approval to execute a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study.

BACKGROUND:

The City was awarded a study grant to investigate the feasibility of constructing a railroad overpass to provide emergency access to the south side of the City. The federal funds awarded through the Gulf Regional Planning Commission is \$56,888, with a local match of \$14,222, for a total cost of \$71,110.

DISCUSSION:

This MOU is required before the project can move forward.

RECOMMENDATION:

Staff recommends that City Council approve the MDOT Memorandum of Understanding for the Railroad Crossing Overpass Study.

City Council may:

- 1) Approve entering into the MDOT Memorandum of Understanding as presented; or
- 2) Not approve entering into the MDOT Memorandum of Understanding.

ATTACHMENTS:

1. MOU with MDOT

Memorandum of Understanding

STP-0494-00(013)LPA108640-711000
City of Gautier Railroad Crossings Study

This Memorandum of Understanding ("MOU" or "Agreement") is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Gautier (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to develop a railroad crossings study for the city (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$56,888.00 in federal funds (80% match) and \$14,222.00 in local funds (20% match) will be required for the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from the Federal Highway Administration ("FHWA") are utilized, then the LPA will be bound by, and will comply with, any and all federal requirements and MDOT operating procedures; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of federal funds allocated to the PROJECT by the COMMISSION; and

WHEREAS, MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION hereby consents to allow the LPA to manage the PROJECT under the terms and provisions of this Agreement; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this Agreement supersedes all other agreements and/or documents unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve

as the person in responsible charge of the PROJECT and will coordinate all PROJECT activities with the MDOT Planning Representative.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT. This shall include, but not necessarily be limited to, the use of the latest version of the LPA Consultant Operating Procedures for Professional Services. In addition, it shall be understood that the MDOT District LPA Coordinator referenced in the PDM shall be MDOT's Planning Representative.
3. Agree that if any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
4. Promptly pay any consultants monies due them within 45 days of submittal of an invoice from the consultant. MDOT reserves the right to withhold federal reimbursement until adequate proof of payment has been produced should the above not be followed.
5. If there is any requirement for "matching" funds, or if the anticipated cost of the PROJECT will exceed the available federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the federal-aid funds at such time as the funds may be required.
6. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); [8 USC, Section 1324a](#) .
7. The LPA will be required to acknowledge MDOT and FHWA for their participation in the PROJECT in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT Planning Division of any ceremonies related to the PROJECT.
8. The LPA will be required to submit to the MDOT Planning Representative monthly progress reports through the monthly invoice submittal, which shall include, but not be limited to, the work which has been completed that month and the planned work

for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones. These project milestones are to be updated once any milestones are missed.

9. The LPA agrees to maintain, and make available to the COMMISSION, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. The COMMISSION will:

1. Allow the LPA to conduct the PROJECT provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of conducting the PROJECT.
3. Work with the LPA, through the MDOT Planning Representative, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the PROJECT to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to FHWA when required or requested by FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the PROJECT as contemplated by this agreement, the LPA agrees that it will bear all costs of completion over and above the funds supplied by FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and that is underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the PROJECT are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the PROJECT as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines.

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority that affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it may be required to move the PROJECT to another fiscal year for the funds to be obligated.

H. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

I. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this PROJECT, shall in no way obligate the COMMISSION to any other terms or conditions other than those stated herein.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, P.E.
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228) - 497-8000
Fax: (228) - 497-8028

For Technical Matters:

COMMISSION:
Spencer Robinson
MDOT Planning Representative
Planning Division (85-01), MDOT
401 N. West St.
Jackson, MS 39201
Phone: (601) 359-7685
Fax: (601) 359-7652

LPA:
April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228)-497-8000 ext.315
Fax: (228)-497-8028

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 2nd day of March, 2021.

City Council

Phil Torjusen, Mayor

Attested:

(Teresa Montgomery, City Clerk)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, P.E.
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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

ORDER NUMBER 041-2021

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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 Colledge**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	211284	03/02/2021	02/11/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021: #107718371		01262021	02/08/2021			213.68
001	SPARKLIGHT	211285	03/02/2021	02/11/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021 CABLE BOX: #118476316		01262021	02/08/2021			71.37
001	AT&T GLOBAL NETWORK SERVS LLC	211286	03/02/2021	02/11/2021			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GI36176	02/01/2021			229.64
001	DELTA SANITATION OF MS LLC	211288	03/02/2021	02/16/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001136387	01/31/2021			35.00
001	ADVANCE AUTO PARTS	211289	03/02/2021	02/16/2021			89.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	DRY CLOTH,WAX,CAR WASH,ABSRB		5870	01/07/2021			89.99
001	SPARKLIGHT	211290	03/02/2021	02/16/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021 SUB STN: #107718827		01262021	02/08/2021			83.32
001	GLOBALSTAR	211324	03/02/2021	02/19/2021			90.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0011809787	02/16/2021			90.39
001	GOVERNMENT BRANDS SHARED SERVICES	211325	03/02/2021	02/22/2021			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	NOV 2020 COURT SUPPORT		INV203445	11/01/2020			1,475.00
001	AT&T	211326	03/02/2021	02/22/2021			332.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	02/14/2021			332.75
001	DELTA COMPUTER SYSTEMS INC	211328	03/02/2021	02/22/2021			541.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2021 ACCT SOFTWARE MAINT		DHLMN00360	02/15/2021			370.00
	001-092-698	MAR 2021 PRIV LIC SW MAINT		DHLMN00361	02/15/2021			150.00
	001-092-698	MAR 2021 VOTER REG SW MAINT		HRMN003793	02/15/2021			21.00
001	AMERICAN BANKERS INSURANCE COMPANY	211329	03/02/2021	02/22/2021			2,255.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD INS: SR CENTER		9906203041	02/12/2021			2,255.00
001	BLACKWATER CONSULTING LLC	211330	03/02/2021	02/22/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	SERVICES: 2/16-3/16/21		1001	02/16/2021			7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EVOARMOR LLC	211331	03/02/2021	02/22/2021			7,420.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	DISINFECT/ANTIMICRO FACILITIES	2027	02/17/2021			5,760.00	
	001-092-698	DISINFECT/ANTIMICRO PSVEHICLES	2027	02/17/2021			1,220.00	
	001-092-698	DISINFECT/ANTIMICRO VEHICLES	2027	02/17/2021			440.00	
001	FUELMAN	211334	03/02/2021	02/22/2021			2,648.04	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP59618800	02/15/2021			34.02	
	001-100-525	UNL & DSL FUEL	NP59618800	02/15/2021			2,098.37	
	001-161-525	UNL & DSL FUEL	NP59618800	02/15/2021			295.25	
	001-170-525	UNL FUEL	NP59618800	02/15/2021			177.96	
	001-205-525	DSL FUEL	NP59618800	02/15/2021			42.44	
001	FUELMAN	211338	03/02/2021	02/22/2021			2,570.74	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-525	UNL & DSL FUEL	NP59640918	02/22/2021			1,814.95	
	001-161-525	UNL & DSL FUEL	NP59640918	02/22/2021			411.53	
	001-170-525	UNL & DSL FUEL	NP59640918	02/22/2021			303.34	
	001-205-525	UNL & DSL FUEL	NP59640918	02/22/2021			40.92	
001	AT&T	211345	03/02/2021	02/22/2021			36.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	NCIC TELECOM	2284970262	02/14/2021			36.64	
001	AT&T	211347	03/02/2021	02/23/2021			165.27	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY SERVICE	2284977070	02/14/2021			165.27	
001	AT&T	211349	03/02/2021	02/23/2021			3,201.59	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY SERVICE	2284978000	02/14/2021			3,201.59	
001	SECURE NETWORKS LLC	211357	03/02/2021	02/23/2021			699.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	DELL ON SITE SUPPORT: SERVER	4467	02/19/2021			699.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	211360	03/02/2021	02/23/2021			623.32	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	BROWN FD 95237002	02142021	02/19/2021			302.61	
	001-161-631	MARTIN BLUFF FD 58380001	02162021	02/22/2021			209.23	
	001-201-629	SIGNAL LIGHTS 17546	02162021	02/22/2021			33.11	
	001-092-631	CITY LIMIT SIGN 17546	02162021	02/22/2021			27.28	
	001-100-631	MBLUFF SUB STN 58521002	02162021	02/22/2021			51.09	
001	JACKSON COUNTY ADULT DETENTION CENTER	211362	03/02/2021	02/24/2021			3,955.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-696	DEC 2020 ADC CHGS	12312020	02/24/2021			3,955.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	211373	03/02/2021	02/24/2021			1,977.53	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	02172021	02/23/2021				1,247.87
	001-201-629	SIGNAL LIGHT 89113001	02162021	02/23/2021				53.96
	001-170-631	CITY PARK RESTRMS 89912001	02162021	02/23/2021				424.22
	001-201-633	STREET LIGHTS 90345002	02162021	02/23/2021				108.70
	001-092-631	RECORDS BLDG 90790001	02172021	02/23/2021				101.38
	001-170-631	FRAZIER RESTRMS 98546001	02162021	02/23/2021				41.40
001	SINGING RIVER ELECTRIC COOPERATIVE	211374	03/02/2021	02/24/2021			764.69	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	02172021	02/23/2021				56.81
	001-201-633	DOLPHIN ST 94988002	02172021	02/23/2021				66.61
	001-201-633	DOLPHIN ST 94989002	02172021	02/23/2021				51.48
	001-201-633	DOLPHIN ST 94990002	02172021	02/23/2021				446.30
	001-201-633	WM PAYNE 100244001	02162021	02/23/2021				52.17
	001-201-633	WM PAYNE 100245001	02162021	02/23/2021				91.32
001	SINGING RIVER ELECTRIC COOPERATIVE	211375	03/02/2021	02/24/2021			97.68	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	SPORTS PAVILION 66582005	02162021	02/23/2021				45.11
	001-170-631	ROUNDAABOUT 102311002	02172021	02/23/2021				25.00
	001-170-631	FITNESS TRAIL 109268001	02162021	02/23/2021				27.57
001	CAN'T MISS EMBROIDERY	211377	03/02/2021	02/24/2021			7,020.38	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	POLO EMBROID GP BADGE LT (4)	25360	01/28/2021	210370			113.92
	001-100-535	POLO EMBROID GP BADGE SGT (4)	25360	01/28/2021	210370			113.92
	001-100-535	POLO EMBROID GP BADGE DET (4)	25360	01/28/2021	210370			103.92
	001-100-535	POLO EMBROID GP BADGE DET (4)	25360	01/28/2021	210370			103.92
	001-161-535	SOFT SHELL JACKET (38)	25348	02/15/2021	210359			1,348.24
	001-161-535	SOFT SHELL JACKET (2)	25348	02/15/2021	210359			72.96
	001-161-535	TACT POLO RED (66)	25348	02/15/2021	210359			2,046.00
	001-161-535	TACT POLO CHARCOAL (18)	25348	02/15/2021	210359			558.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			93.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			96.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			102.00
	001-161-535	TACT POLO NAVY (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO CHARCOAL (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO GREEN	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO BLACK	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO NAVY (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO CHARCOAL (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO GREEN	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO BLACK	25348	02/15/2021	210359			31.00
	001-161-535	POLY T-SHIRT NAVY (72)	25348	02/15/2021	210359			540.00
	001-161-535	CORE BLEND TEE NAVY (6)	25348	02/15/2021	210359			57.00
	001-161-535	CORE BLEND TEE NAVY (3)	25348	02/15/2021	210359			31.50
	001-161-535	POLY T-SHIRT NAVY (3)	25348	02/15/2021	210359			28.50
	001-161-535	POLY T-SHIRT WHITE (3)	25348	02/15/2021	210359			18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	211377	03/02/2021	02/24/2021			7,020.38	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	COTTON T-SHIRT WHITE (3)	25348	02/15/2021	210359		16.50	
	001-161-535	COTTON T-SHIRT NAVY (6)	25348	02/15/2021	210359		42.00	
	001-161-535	COTTON T-SHIRT CHARCOAL (6)	25348	02/15/2021	210359		42.00	
	001-161-535	TALL ESSENTIAL TEE WHITE (3)	25348	02/15/2021	210359		24.00	
	001-161-535	TALL ESSENTIAL TEE WHITE (3)	25348	02/15/2021	210359		30.00	
	001-161-535	ST350 COMPETITOR TEE GREY (28)	25348	02/15/2021	210359		266.00	
	001-161-535	ST350 COMPETITOR TEE GREY (3)	25348	02/15/2021	210359		33.00	
	001-161-535	PRO MESH SHORTS NAVY (62)	25348	02/15/2021	210359		651.00	
	001-161-535	PRO MESH SHORTS NAVY (6)	25348	02/15/2021	210359		72.00	
	001-161-535	SCREEN SETUP (3)	25348	02/15/2021	210359		45.00	
001	GOODGAMES INC	211378	03/02/2021	02/24/2021			108.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-030-559	INFORMATION UPDATE CARDS (500)	95754	02/04/2021	210405		48.76	
	001-030-559	INSTRUCTIONS FOR VOTERS (500)	95754	02/04/2021	210405		59.44	
001	PRECISION DELTA CORPORATION	211379	03/02/2021	02/24/2021			105.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	9MM 147 GR TRUNCATED 500RD/CS	18857	02/09/2021	200850		105.80	
001	NAFECO INC	211381	03/02/2021	02/24/2021			3,929.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	F52525 30X30 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 30X32 PRO TAC PANT (6)	1072586	01/27/2021	210360		209.10	
	001-161-535	F52525 30X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 32X30 PRO TAC PANT (6)	1072586	01/27/2021	210360		209.10	
	001-161-535	F52525 32X32 PRO TAC PANT (2)	1072586	01/27/2021	210360		69.70	
	001-161-535	F52525 32X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 34X30 PRO TAC PANT (9)	1072586	01/27/2021	210360		313.65	
	001-161-535	F52525 34X32 PRO TAC PANT (8)	1072586	01/27/2021	210360		278.80	
	001-161-535	F52525 34X36 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 36X30 PRO TAC PANT (4)	1072586	01/27/2021	210360		139.40	
	001-161-535	F52525 36X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 36X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 40X30 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 38X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 38X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 44X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	SHIPPING	1072586	01/27/2021	210360		73.98	
	001-161-535	F52525 32X32 PRO TAC PANT (4)	1075398	02/17/2021	210360		139.40	
	001-161-535	F52525 34X28 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	F52525 34X32 PRO TAC PANT (25)	1075398	02/17/2021	210360		871.25	
	001-161-535	F52525 34X34 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	F52525 36X30 PRO TAC PANT	1075398	02/17/2021	210360		34.85	
	001-161-535	F52525 36X32 PRO TAC PANT (5)	1075398	02/17/2021	210360		174.25	
	001-161-535	F52525 40X28 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	SHIPPING	1075398	02/17/2021	210360		57.04	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GOODYEAR AUTO CENTER	211382	03/02/2021	02/24/2021			513.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P235/75R17 ADV TIRES: U #ACO		224359	02/09/2021	210413		513.16
001	SUN HERALD	211387	03/02/2021	02/24/2021			73.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: 100-YEAR FLOODPLAIN		0004869506	02/10/2021	210419		73.68
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211388	03/02/2021	02/24/2021			305.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	CANON 104 BLK TONER CARTRIDGE		3469618309	02/13/2021	210434		76.00
	001-100-500	3-PART RECEIPT BOOK (5)		3468817943	02/02/2021	210394		39.95
	001-100-500	CLASP 9X12 ENVELOPE 100BX (4)		3468817943	02/02/2021	210394		27.64
	001-100-500	8.5X11 COPY PAPER CS (3)		3468817943	02/02/2021	210394		140.97
	001-030-559	CARDSTOCK PAPER ASRT COLOR		3468958327	02/04/2021	210408		9.99
	001-030-559	RUBBER BANDS 205PK		3468884957	02/03/2021	210406		.50
	001-030-559	INVISIBLE TAPE CADDY 4PK		3468884957	02/03/2021	210406		3.13
	001-030-559	BALLPOINT PEN BLK 12PK (2)		3468884957	02/03/2021	210406		2.74
	001-030-559	BALLPOINT PEN RED 12PK (2)		3468884957	02/03/2021	210406		2.74
	001-030-559	WOODEN RULER (4)		3468958326	02/04/2021	210406		2.28
001	CUPIT SIGNS INC	211389	03/02/2021	02/24/2021			761.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	12X18 SEC CAMERA SIGNS (2)		32928A	02/09/2021	210356		47.98
	001-170-559	12X18 NO ATV RIDING SIGNS (8)		32928A	02/09/2021	210356		191.92
	001-170-559	12X18 NO ALCOHOL ALLOWED SIGN		32928A	02/09/2021	210356		23.99
	001-170-559	12X18 FIELDS CLOSED SIGNS (2)		32928A	02/09/2021	210356		47.98
	001-201-565	4X4 3MM POLY METAL		32963A	02/22/2021	210445		450.00
001	USCUTTER INC	211391	03/02/2021	02/24/2021			39.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ORACAL 65 VINYL 12X10 ROLL (5)		1655192	12/08/2020	210213		27.25
	001-100-559	SHIPPING		1655192	12/08/2020	210213		11.99
001	TRUPOINT TACTICAL LLC	211392	03/02/2021	02/24/2021			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BLE SNIPER COURSE: BELL, J		3/08-3/12	02/08/2021	210418		500.00
001	HUTTO AFFORDABLE AUTO GLASS	211393	03/02/2021	02/24/2021			195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPLACE WINDSHIELD: U #14435		1185	02/08/2021	210417		195.00
001	ADVANCED COLLISION SERVICE INC	211394	03/02/2021	02/24/2021			2,677.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR FRT BUMPER DODGE CHG		25275	02/09/2021	210101		2,677.22
001	JORDAN BELL	211398	03/02/2021	02/24/2021			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM: BLE SNIPER COURSE		03082021	03/08/2021			230.00

Release date from 03/02/2021 thru 03/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DONNIES HOUSE PAINTING AND PRESSURE WASH	211399	03/02/2021	02/25/2021			9,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-720	PAINT BALL FIELDS:BUDDY DAVIS	034043	02/25/2021			9,000.00	
FUND TOTAL	1 Claims	to	Checks	38 Total	62,536.80 Manual	Held	Total	62,536.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	FOREMOST PROMOTIONS	211390	03/02/2021	02/24/2021			1,626.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	CLASSIC COLOR CERAMIC MUG (72)		525101	02/09/2021	210420		388.80
	156-100-799	POLICEMAN BALL KEY CHAIN (500)		525101	02/09/2021	210420		1,150.00
	156-100-799	SHIPPING		525101	02/09/2021	210420		87.80
FUND TOTAL 156 Claims	to	Checks	1 Total	1,626.60	Manual	Held	Total	1,626.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CAMPER CITY TRUCK ACCESS INC	211386	03/02/2021	02/24/2021			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	TUFFY UNDERSEAT LOCKBOX		68307	02/12/2021	210373		490.00
	157-100-799	INSTALL CHG: UNIT# 17120		68307	02/12/2021	210373		20.00
FUND TOTAL 157 Claims	to	Checks	1 Total	510.00	Manual	Held	Total	510.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	211291	03/02/2021	02/16/2021			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE FEB 2021	3727	02/15/2021			36.50	
	176-170-699	SHOPPING CART FEE FEB 2021	3727	02/15/2021			268.50	
	176-170-699	WEB SITE MAINT:1/15-2/14/2021	3727	02/15/2021			350.00	
176	FUELMAN	211336	03/02/2021	02/22/2021			27.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59618800	02/15/2021			27.69	
176	AT&T	211346	03/02/2021	02/23/2021			203.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	02/14/2021			203.35	
176	AT&T	211348	03/02/2021	02/23/2021			74.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	FEB 2021: SSP INTERNET	285615432	02/11/2021			74.19	
176	MOBILE BAY FIREWOOD	211395	03/02/2021	02/24/2021			600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	PALLET FIREWOOD (2):GEN STORE	10316	02/18/2021	210412		600.00	
176	BRENDA S KITCHENS	211396	03/02/2021	02/24/2021			225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	SIGNS (2): GEN STORE	210438	02/11/2021	210438		225.00	
FUND TOTAL 176 Claims	to	Checks	6 Total	1,785.23	Manual	Held	Total	1,785.23

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Release date from 03/02/2021 thru 03/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	BRABNER AND HOLLON INC	211310	03/02/2021	02/18/2021			4,760.00	
	Account Number 305-300-721	Description		Invoice #	Date	P.O.	Amount	
		REMV AND INSTL DOORS: BHOUSE		715205	12/16/2020			4,760.00
FUND TOTAL 305 Claims	to	Checks	1 Total	4,760.00	Manual	Held	Total	4,760.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC Account Number 309-093-699	211359	03/02/2021	02/23/2021			700.00	
		Description		Invoice #	Date	P.O.	Amount	
		SERVS: MALL PROPRTY PII ESA		7960	02/23/2021			700.00
FUND TOTAL 309 Claims	to	Checks	1 Total	700.00	Manual	Held	Total	700.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	211335	03/02/2021	02/22/2021			9,483.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		37743	02/09/2021			1,037.75
	355-723-763	WELL CONST ENG		37743	02/09/2021			8,445.50
FUND TOTAL	355 Claims	to	Checks	1 Total	9,483.25	Manual	Held	Total 9,483.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	211292	03/02/2021	02/16/2021			72.44	
	Account Number 400-650-605	Description MONTHLY SERVICE		Invoice # 2284972276	Date 02/06/2021	P.O.	Amount	72.44
400	COG DEPOSITORY ACCOUNT	211303	03/02/2021	02/17/2021			43,427.11	
	Account Number 400-680-821	Description ST LNS #3 90/57 SWR		Invoice # 02092021	Date 02/09/2021	P.O.	Amount	7,877.45
	400-680-822	ST LNS #4 90/57 WTR		02092021	02/09/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		02092021	02/09/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		02092021	02/09/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		02092021	02/09/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		02092021	02/09/2021			9,665.99
400	FUELMAN	211337	03/02/2021	02/22/2021			133.06	
	Account Number 400-650-525	Description UNL FUEL		Invoice # NP59618800	Date 02/15/2021	P.O.	Amount	133.06
400	2018-2019 BOND DEBT SERVICE FUND	211339	03/02/2021	02/22/2021			25,000.00	
	Account Number 400-900-950	Description MAR 2021: 2018 BOND DS		Invoice # 03012021	Date 03/01/2021	P.O.	Amount	25,000.00
400	FUELMAN	211340	03/02/2021	02/22/2021			94.08	
	Account Number 400-650-525	Description UNL FUEL		Invoice # NP59940918	Date 02/22/2021	P.O.	Amount	94.08
400	2018-2019 BOND DEBT SERVICE FUND	211341	03/02/2021	02/22/2021			32,000.00	
	Account Number 400-900-950	Description MAR 2021: 2019 BOND DS		Invoice # 03012021	Date 03/01/2021	P.O.	Amount	32,000.00
400	ARISTA INFORMATION SYSTEMS INC	211342	03/02/2021	02/22/2021			4,141.10	
	Account Number 400-650-698	Description JAN 2021 STATEMENTS		Invoice # 31312	Date 02/11/2021	P.O.	Amount	1,141.10
	400-650-698	JAN 2021 POSTAGE		1425202102	02/11/2021			3,000.00
400	COGENT STRATEGIES LLC	211343	03/02/2021	02/22/2021			7,500.00	
	Account Number 400-650-601	Description PROFESSIONAL FEES		Invoice # 2153	Date 02/18/2021	P.O.	Amount	7,500.00
400	ANSER	211344	03/02/2021	02/22/2021			546.10	
	Account Number 400-650-698	Description BASE RATE:2/14/21-3/16/21		Invoice # 277021721	Date 02/17/2021	P.O.	Amount	420.00
	400-650-698	580 MTS 1/20/21-2/16/21		277021721	02/17/2021			126.10
400	SEYMOUR ENGINEERING PLLC	211358	03/02/2021	02/23/2021			1,300.00	
	Account Number 400-650-603	Description FLOW MONITOR/SEWER IMPS		Invoice # 7959	Date 02/23/2021	P.O.	Amount	1,300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	211364	03/02/2021	02/24/2021			5,973.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATION 89627001		02162021	02/22/2021			71.18
	400-651-631	LIFT STATION 89702001		02162021	02/22/2021			26.29
	400-651-631	LIFT STATION 17881		02162021	02/22/2021			2,919.82
	400-651-631	WATER WELLS 17881		02162021	02/22/2021			2,955.99
400	SINGING RIVER ELECTRIC COOPERATIVE	211365	03/02/2021	02/24/2021			2,462.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02132021	02/19/2021			1,087.22
	400-651-631	LIFT STATIONS 28779		02132021	02/19/2021			91.57
	400-651-631	LIFT STATIONS 20688		02112021	02/17/2021			332.75
	400-651-631	SCHOONER WELL 20688		02112021	02/17/2021			950.76
400	SINGING RIVER ELECTRIC COOPERATIVE	211366	03/02/2021	02/24/2021			26.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		02132021	02/19/2021			26.29
400	AT&T	211371	03/02/2021	02/24/2021			295.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	02/14/2021			295.64
400	SINGING RIVER ELECTRIC COOPERATIVE	211376	03/02/2021	02/24/2021			7,773.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		02172021	02/23/2021			212.59
	400-651-631	LIFT STATIONS 17882		02162021	02/23/2021			2,516.73
	400-651-631	WATER WELLS 17882		02172021	02/23/2021			3,472.11
	400-651-631	CITY HALL SOUTH 17882		02162021	02/23/2021			1,571.97
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	211380	03/02/2021	02/24/2021			2,749.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR 3HP PUMP G12578: LS-33		44783	02/09/2021	210315		1,374.81
	400-651-584	REPR 3HP PUMP G12577: LS-33		44783	02/09/2021	210315		1,374.81
400	GOODYEAR AUTO CENTER	211383	03/02/2021	02/24/2021			901.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	265/70R16 WRL ADV: MR TRK #1		224403	02/11/2021	210414		450.64
	400-650-638	265/70R16 WRL ADV: MR TRK #2		224393	02/11/2021	210414		450.64
400	COAST BATTERY SPECIALIST INC	211384	03/02/2021	02/24/2021			320.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	CB1250-F1 BATTERY (20): SCADA		3245020918	02/03/2021	210401		320.00
400	CONSOLIDATED PIPE & SUPPLY	211385	03/02/2021	02/24/2021			870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	2-1/2 FABRICATED RISER RING(3)		3703435000	02/05/2021	210247		870.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	211397	03/02/2021	02/24/2021			829.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SQUARE D MOTOR: LS-43		429707	12/31/2020	210178	750.00	
	400-651-584	SQUARE D CLASS 20 HEATER		429707	12/31/2020	210178	54.00	
	400-651-584	SHIPPING		429707	12/31/2020	210178	25.00	
	400-651-584	CDT RTN SQUARE D MOTOR: LS-43		429898	01/11/2021	210178	-750.00	
	400-651-584	SQUARE D MOTOR		429952	01/13/2021	210178	750.00	
FUND TOTAL 400 Claims	to	Checks	20 Total	136,414.70	Manual	Held	Total	136,414.70

FUND 1	Claims	to	Checks	38 Total	62,536.80	Manual	Held	Total	62,536.80
FUND 156	Claims	to	Checks	1 Total	1,626.60	Manual	Held	Total	1,626.60
FUND 157	Claims	to	Checks	1 Total	510.00	Manual	Held	Total	510.00
FUND 176	Claims	to	Checks	6 Total	1,785.23	Manual	Held	Total	1,785.23
FUND 303	Claims	to	Checks	1 Total	1,135.56	Manual	Held	Total	1,135.56
FUND 305	Claims	to	Checks	1 Total	4,760.00	Manual	Held	Total	4,760.00
FUND 309	Claims	to	Checks	1 Total	700.00	Manual	Held	Total	700.00
FUND 355	Claims	to	Checks	1 Total	9,483.25	Manual	Held	Total	9,483.25
FUND 400	Claims	to	Checks	20 Total	136,414.70	Manual	Held	Total	136,414.70

Total for all Funds			Checks	70 Total	218,952.14	Manual	Held	Total	218,952.14

Councilman Colledge made the motion to approve Consent Agenda Items 1-7, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 044-2021

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.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

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

ORDER NUMBER 045-2021

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held February 16, 2021 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

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

RESOLUTION NUMBER 099-2021

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

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

ORDER NUMBER 046-2021

WHEREAS, the Gautier Police Department is seeking authorization to purchase a Wireless CCTV mobile trailer; and

WHEREAS, the mobile surveillance unit could be placed in areas of the city as needed to monitor city events or as a deterrent to crime; and

WHEREAS, two written competitive quotes were received, and staff recommends purchasing the unit from WCCTV, under Option B, as indicated in the attached quote;

WHEREAS, the purchase amount for the Wireless CCTV mobile trailer is \$29,300.00, and will be paid for with DOJ Asset Forfeiture money; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a CCTV mobile trailer from WCCTV (Option B) for the Gautier Police Department in the amount of \$29,300.00 is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 2/19/2021
Subject: Request that the Mayor and City Council approve the purchase of a Wireless CCTV mobile trailer for the Gautier Police Department.

REQUEST:

Request that the Mayor and City Council approve the purchase of a Wireless CCTV mobile trailer for \$29,300.00.

BACKGROUND:

The Gautier Police Department is in need of a mobile surveillance unit that could be placed in areas of the city as needed to monitor events or activities.

DISCUSSION:

The Gautier Police Department will utilize the mobile camera trailer as an extension of the police department. The mobile camera unit can be placed in high crime areas or in neighborhoods of the city as a deterrent to crime. The mobile unit can also be used during city functions to monitor crowds and activities during special events. Having a mobile camera unit is a tool that will help the Gautier Police Department protect the citizens and property of Gautier.

RECOMMENDATION:

The City Council allow the Gautier Police Department purchase a mobile camera trailer from Wireless CCTV for \$29,300.00. The mobile camera trailer will be added to the master inventory and placed on our insurance.

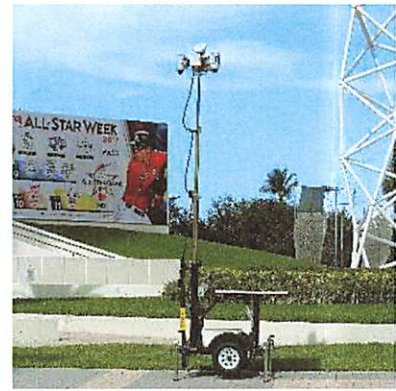
ATTACHMENTS:

1. video trailer quote
2. wnaco trailer casmera quote

WIRELESS CCTV

Proposal for: Gautier PD

Private and Confidential



Prepared for:
Capt. Jerry Killingsworth

Date: Monday, 01 February 2021

Prepared by:
Richard Harries

Wireless CCTV LLC
866 Presidential Drive
Suite 406
Richardson
Texas
75081

Tel: + 1 877 805-9475



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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems, and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 4Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Mini Dome Range:

Wireless CCTV's Mini Dome Range provides the user with complete flexibility. The Range takes the Standard WCCTV Feature set and integrates a selection of Industry Leading PTZ Camera Options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high definition images via 4G LTE networks.

Standard Features

4G LTE and Wi-Fi Ready
Low Power Low Light HD PTZ
Universal Mounting Bracket
15ft Power Cord
Flight Case

Options

500GB – 4TBYTE HDD/SSD
Video Analytics License
Heartbeat Diagnostics License
4G LTE Data-plans 1GB – 20GB
Upto 3 Additional Cameras
Solar Pack
Solar Trailer



WCCTV 4G Covert Mini Dome

The WCCTV 4G Covert Mini Dome is a mobile video surveillance product specifically designed to discreetly blend into its environment and deliver live and recorded video via 4G LTE networks.

Standard Features

4G LTE and Wi-Fi Ready
Covert HD PTZ camera
Long Distance zoom
Universal Mounting Bracket
15ft Power Cord

Options

500GB – 4TBYTE HDD/SSD
Video Analytics License
Heartbeat Diagnostics License
4G LTE Data-plans 1GB – 20GB
Solar Pack



WCCTV Surveillance Trailer Range:

Wireless CCTV has a Range of Surveillance Trailers purpose built to complement the Mini Dome camera Range in scenarios where neither pole or shore power are viable options.

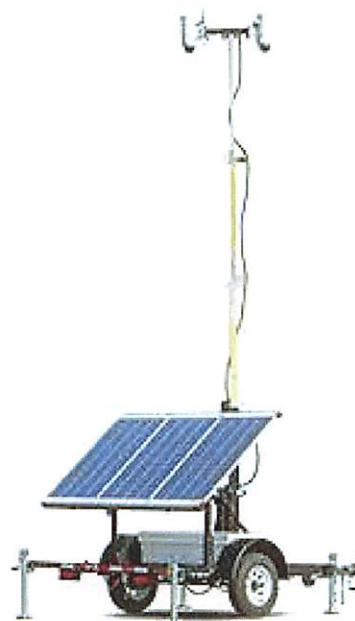
Standard Features

DOT Approved Mini-Trailer with 20" Ball hitch
Removable Draw Bar
20ft Hand Cranked Mast
400Ah Battery (8 Days Autonomy)*
Security Sealed Battery Enclosure
2 Camera Bracket set
Power and Comms Cables.

[6 minute install](#)

Options

260, 390 or 520watt solar array
200/400 battery upgrade
Tilting Draw Bar
4 camera Bracket upgrade
LPR Enclosure Upgrade
200/400Ah battery upgrade



3. Price

WCCTV IR Mini Dome:

Product Code	Item & Category	Description	QTY
101-2510	IR Mini Dome Package	WCCTV IR Mini Camera, 2TB HDD, 1Yr service package (service, support, warranty, heartbeat, analytics, smart switch & (optional) data plan)	1
SHIP	Shipping	Shipping to client client location	1
TOTAL			\$6,100.00

WCCTV Covert Mini Dome:

Product Code	Item & Category	Description	QTY
101-9986	COVERT MINIDOME	Covert Minidome + IR HD PTZ Camera (AXIS) + 4G LTE + WiFi + Antennae Set + Mounting Bracket + 15ft 110v Cable + Standard CB BOX	1
101-2042	2 TBYTE HDD	2 TBYTEHard Disk Drive compatible with any WCCTV Minidome or V4 NVR	1
WCCTVCFH	Connection Fee	One off payment when customer connecting own sim card	1
WCCTVHOS	Support Package	1 Year Support Package for customer using own sim card	2
SHIP	Shipping	Shipping to client location	1
TOTAL			\$8,215.48

Option A - WCCTV 260W Solar Trailer (1* IR PTZ cameras)

Product Code	Item & Category	Description	QTY
101-2520	260W Mini Dome Solar Trailer package	• DOT-approved trailer • 20' mast • 400Ah battery/260W Solar Array • Tilting draw bar • Capable of broadcasting live & recorded messages • Blue light system (triggered manually or via video analytics) • 2* IR-illumination PTZ cameras • 2TB Local storage • LTE network capability (network connection to be provided by Prosper PD) • 1 Year Warranty (both trailer & cameras)	1
SHIP	Shipping	Shipping to client location	1
TOTAL			\$21,295.00

Option B - WCCTV 520W Solar Trailer (2* IR PTZ cameras, 1* Multi-sensor)

Product Code	Item & Category	Description	QTY
101-2530	520w Mini Dome Solar Trailer Package	• DOT-approved trailer • 20' mast • 400Ah battery/260W Solar Array • Tilting draw bar • Capable of broadcasting live & recorded messages • Blue light system (triggered manually or via video analytics) • 2* IR-illumination PTZ cameras • 1* IR-illumination multi-sensor camera • 2TB Local storage • LTE network capability (network connection to be provided by Prosper PD) • 1 Year Warranty (both trailer & cameras)	1
SHIP	Shipping	Shipping to client location	1
TOTAL			\$29,300.00

2 cam?

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

*pricing sales tax at the prevailing rate

4. Data Plan Support Services

The suggested solution does not include a data plan (to be supplied by client)

Support Provided	WCCTV Data Plan
2 year warranty	Included
Advanced replacement	Included
Remote install	Included
Network management	Included
Remote bespoke training	Included
Remote diagnostics	Included
Support guides:	Included
•Install	
•software	
Training on demand	Included
Email tech support	Included
Telephone tech support	Included
Training videos	Included
Support Package	Included
Connection fee	Included

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with

6. Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24 or 36 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, or 36 months after it begins, depending on which Fixed Term is agreed upon and ordered.
2. If airtime for the Equipment is purchased, the amount of monthly gigabytes specified above (the "Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).
3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms and Conditions or until a new rate plan is agreed upon.
4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms and Conditions) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms and Conditions.
5. All terms not defined herein shall have the same meaning as set forth in the terms and conditions
6. You are bound by and subject to WCCTV's terms and conditions. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.
7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms and Conditions. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms and Conditions. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.
8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail

7. Terms and Conditions

Wireless CCTV, LLC ("WCCTV") and you, as the person or entity placing an order ("You") with WCCTV, hereby agree to the following terms and conditions ("Terms and Conditions") with respect to the sale of certain equipment, including, but not limited to, wireless surveillance solutions and peripheral equipment (collectively, the "Equipment") and related airtime and other services (the "Service"). At WCCTV's option the Equipment may be offered without airtime. These Terms and Conditions are delivered in the proposal from WCCTV (the "Proposal") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms and Conditions, the Terms and Conditions shall control.

Authorization

1.1 If You are an entity and not an individual, then the person accepting these Terms and Conditions represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.

1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms and Conditions.

1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third parties.

Order, Delivery and Equipment

2.1 WCCTV shall supply the Equipment at the price(s) specified herein, or otherwise in writing by WCCTV, upon placement of order.

2.2 WCCTV shall deliver the Equipment at its own risk to the address provided when the order is placed.

2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time but it shall not incur any liability in the event of any delay.

2.4 Placement of Your order constitutes acceptance of these Terms and Conditions and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that constitutes Your firm offer to purchase the Equipment/Service ordered at the prices set forth in this Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms and Conditions or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms and Conditions.

2.5 You shall examine the Equipment upon receipt and notify WCCTV if the Equipment is not in good working order at the time of receipt or is not the Equipment ordered within three (3) business days of the delivery date.

Term; Cancellation of Service

3.1 If You purchase Equipment which includes airtime, You agree to a minimum fixed term of 12, 24 or 36 months (the "Fixed Term") as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "Term". You are bound by these Terms and Conditions for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.

3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.

3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms and Conditions (including but not limited to failure to pay) or upon thirty (30) days written notice for any reason whatsoever. Your obligation to pay for Equipment and Services already purchased shall continue regardless of termination.

Charges

4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("Usage Charges") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Section 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "Charges") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Section 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within fifteen (15) calendar days from receipt (the "Due Date") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of \$5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed \$500.00.

4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 You shall pay invoices issued to You on a delayed basis, after cancellation or termination of Service, for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed \$500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You authorize WCCTV to immediately submit a charge on the credit card in an amount to be determined by WCCTV (the "Authorization Amount"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be \$1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an instructional DVD on the use of the Equipment (the "DVD").

6.2 You will use the Equipment in accordance with the DVD and any manufacturer's instructions and/or specifications (collectively, "the Manufacturer's Instructions") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms and Conditions by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the price of the Equipment. Until ownership of the Equipment transfers to You, You agree that You will not:

- 6.3.1 Effect any repairs or modifications to the Equipment
- 6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
- 6.3.3 Deface or add to the Equipment;

- 6.3.4 Allow the use of the Equipment by any third party; or
- 6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.
- 6.3.6 Sell the Equipment to a third party or let a third party use the Equipment.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this clause

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Services from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and

7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

7.2.1 (subject to clause 8.2(b)) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and

7.2.2 obey that third party's license terms as shown in the third party software and third party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this section.

Limited Warranty as to Equipment, Disclaimer of Warranty, Limitation of Liability, Indemnity

8.1 WCCTV warrants to the original purchaser of the Equipment that the Equipment will be in working order when it is delivered and that it will not have a mechanical failure for a period of 12 months thereafter (the "12 Month Limited Warranty Period"). During this 12 Month Limited Warranty Period, for claims covered under this limited warranty WCCTV shall repair or replace the Equipment (at its option) so long as the Equipment is returned, and received by WCCTV no later than 15 days of the expiration of the 12 Month Limited Warranty Period. You must ship the Equipment on which You make a claim under this warranty to WCCTV at Your own expense. You must include proof of purchase and proof of date of purchase.

8.2 If WCCTV finds that Equipment reported as having a mechanical failure is in working order or has failed as a result of any of the following: misuse, abuse, neglect, physical damage, use not in accordance with Manufacturer's Instructions or as a result of violation of these Terms and Conditions, then the limited warranty does not apply, is void and You will pay any shipping charges relating to the delivery and/or return of the Equipment, in addition to any other Charges due hereunder.

8.3 The limited warranty provided herein is contingent on Charges being current and there being no breach of these Terms and Conditions.

8.4 WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Section) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

8.5 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS SECTION AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS SECTION, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.6 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE.

8.7 The limited warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.8 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

8.9 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS & CONDITIONS.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms and Conditions including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms and Conditions without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

- 10.3.1 make any modifications to the Equipment or its packaging;
- 10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
- 10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;
- 10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or
- 10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this section, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 866 Presidential Drive, Suite 406, Richardson, TX, 75081

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms and Conditions shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms and Conditions are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms and Conditions can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms and Conditions cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms and Conditions constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms and Conditions by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms & Conditions without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms and Conditions without WCCTV's prior written consent. Subject to these restrictions, the Terms and Conditions will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.



Mini Solar Surveillance System

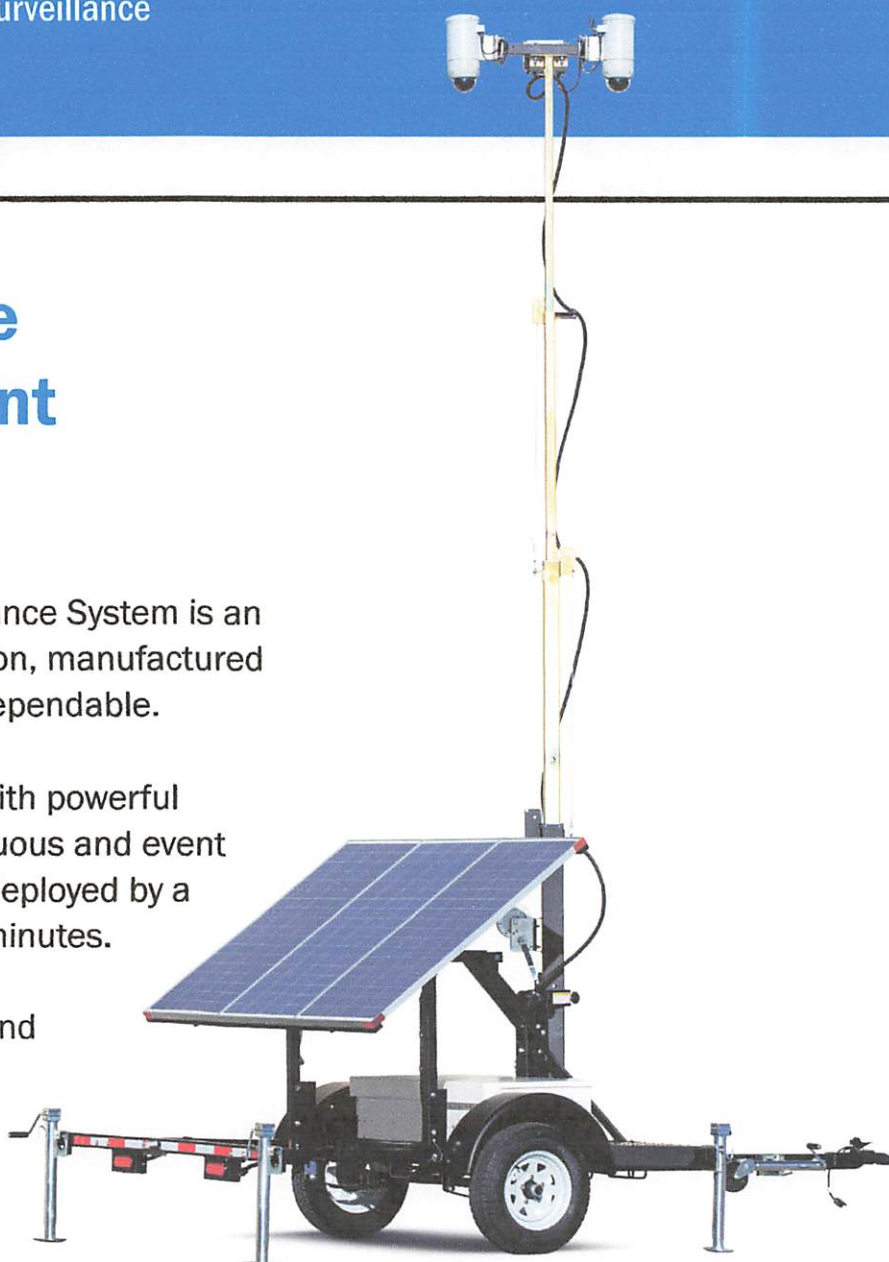
Portable, Reliable, 24/7 Video Surveillance

- **Cost-effective**
- **Power-efficient**
- **Feature rich**

The Wanco Mini Solar Surveillance System is an all-in-one portable video solution, manufactured in America to be rugged and dependable.

The system comes equipped with powerful and robust software for continuous and event recording, and can be rapidly deployed by a single person in less than 10 minutes.

Instantly add security, safety, and monitoring to virtually any location with the Wanco Mini Solar Surveillance System.



800-972-0755
www.wanco.com

Model WCTS-Mini HD2

Features

- Self-contained 1080p HD camera including:
 - Low-light PTZ with 360° rotation
 - Onboard digital recording to a solid state NVR from 500GB to 4 TB
 - High-speed 4G LTE/3G cellular modem with built-in GPS
 - LAN Wi-Fi connectivity, 2.4 or 5.8 GHz
- Optional second camera available
- Cellular plan included
- 260W, 390W, or 520W solar array provides autonomous operation in most locations
- Tilting solar array for maximizing solar gain
- Onboard AC charger
- Industry leading 2-year warranty

Telescoping, easy to raise,
20-foot tower with nearly
360 degree rotation

Solar charging for year-round
autonomous operation with
sufficient sunlight

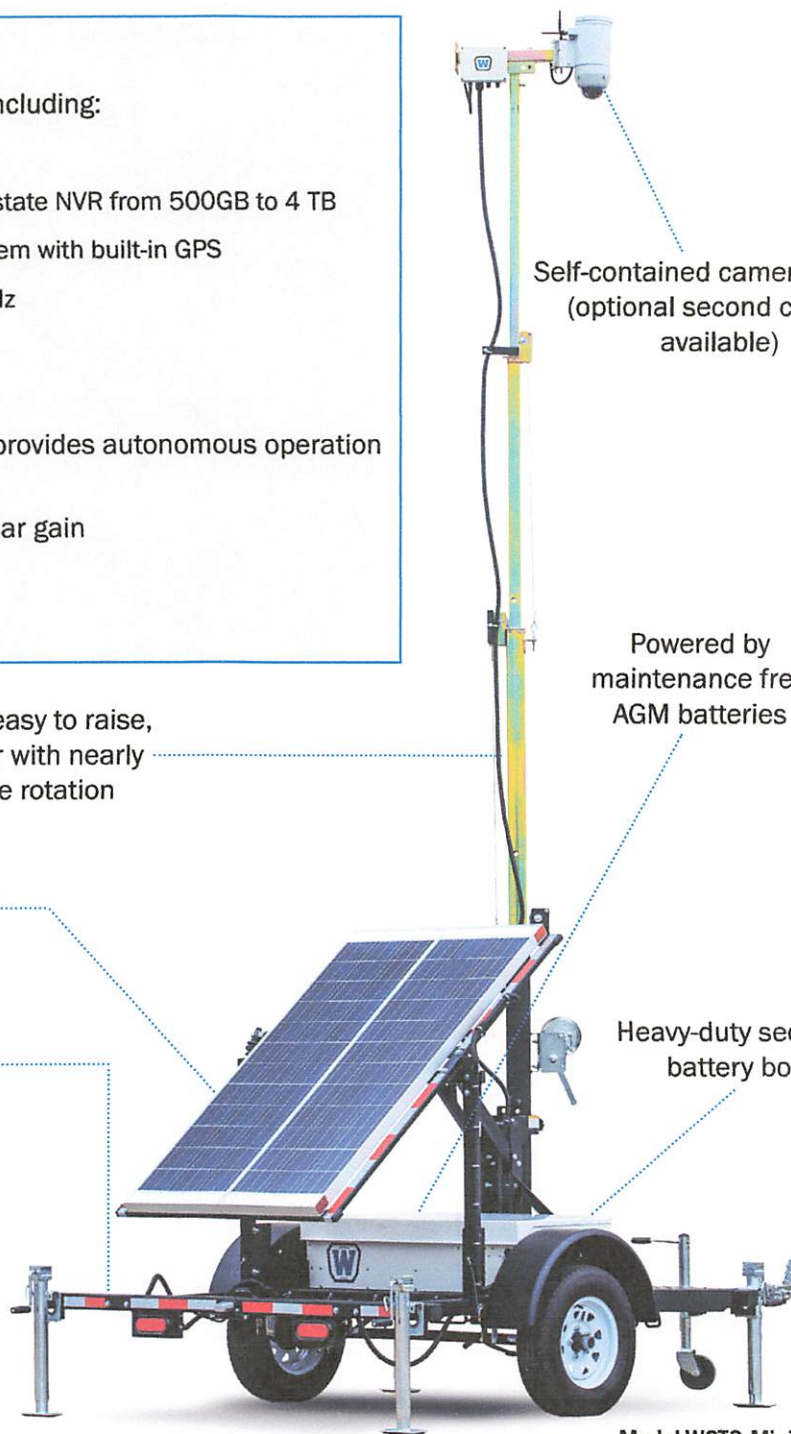
Compact trailer weighs less
than 1400 lbs. and can be
towed by most vehicles

Self-contained camera system
(optional second camera
available)

Powered by
maintenance free
AGM batteries

Heavy-duty security
battery box

To see or order the Wanco Mini
Solar Surveillance System, call
800.972.0755 or visit
www.wanco.com



Model WCTS-Mini

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WANCO INC
5870 Tennyson Street
Arvada, CO 80003 USA
800-972-0755
www.wanco.com

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5870 Tennyson Street, Arvada, Colorado 80003
Corp: 303-427-5700 | Cell: 470-233-9831 | Fax 303-427-5725 |
tim.paulino@wanco.com

QUOTE

FOR: GAUTIER PD
Capt. Killingsworth

QUOTE NO.: 20210218-01

TODAY'S DATE: 2/18/2021

QUOTE EXPIRES:

WANCO CONTACT	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tim Paulino	BEST WAY	FOB FACTORY	6-8 Weeks ARO	NET 30	

SPECIAL INSTRUCTIONS

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		Trailer: Welded tubular steel construction, Extendable Rear Bumper for Added wind Stability, Front access fork lift pockets, Round Full Wheel Fenders that are Bolted to the Trailer Frame, Axle Assembly 2,000 lb., Double-Eye Leaf Springs, 13" Wheel / tires, Four 2,000 lb. Corner Stabilizer Jacks, Red and White Conspicuity Tape Drawbar: Removable, 2" Ball Hitch, Swivel Wheel Tongue Jack, Flat-four trailer lights plug Tower: Telescoping 20ft hand crank tower, Rotates approximately 360 degrees, Tower top holds three Mini-Dome Model Cameras, cables up mast protected in liquid tight loom Solar panel: 900W solar configurations, hand crank tilting frame, Solar charge controller 30A with LVD Batteries: Heavy-duty steel Security box with dual puck locks, Four 4D AGM Batteries (24Vdc system, 400 Ah Total Capacity), 45 Amp Smart Battery Charger, Master disconnect switch Standard colors: Powder-Coated Flat Black frame and tower, white battery box Primary Camera: Primary IR HD Mini Dome PTZ camera, 1080p resolution, 23x Optical Zoom, 2 TB SSD, smart switch, IR range 150 ft, Red-Blue Flashing Beacon, Banshee Siren 4G modem, Wi-Fi®, GPS, Analytics Agency to supply unlimited data SIM Card for Verizon network Secondary Camera 1: Multi-Sensor (4MP x 4 lens) Secondary Camera 2: HD IR PTZ Dome (23x Optical, 1080p resolution)	\$35,900.00	\$35,900.00
				\$0.00
				\$0.00
				\$0.00
1		Shipping	\$700.00	\$ 700.00
SUBTOTAL				\$36,600.00
SALES TAX				
TOTAL				\$36,600.00

To ensure prompt processing of your accepted quotation, please sign below and return this form to your Customer Service Representative.

I hereby accept this quotation: _____
Signed Date

Please print name: _____ PO or Ref. # _____

Quotation prepared by: Tim Paulino

THANK YOU FOR CONSIDERING WANCO

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

ORDER NUMBER 047-2021

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

WHEREAS, the Mayor and Council Members hereby find that entering this contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2021 thru April 15, 2022 is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 2/23/2021
Subject: Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2021 thru April 15, 2022.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost is \$3,000 and is a budgeted expense for FY2021. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2021-2022 City of Gautier EAP Contract

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER’S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services (“EAP Services”) from April 15, 2021 to April 15, 2022 (the “Contract Period”) for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an “emergency help line” telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber’s insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2021.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _____
Sherman F. Blackwell, II
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

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

ORDER NUMBER 048-2021

WHEREAS, the City of Gautier abolished its Municipal Election Commission by Ordinance on September 1, 2020; and

WHEREAS, following abolition of the Municipal Election Commission, the City entered into an Agreement for Services with Jackson County, Mississippi to have the Jackson County Election Commission conduct the municipal election and other functions performed by municipal election commissioners; and

WHEREAS, the City desires to enter into a Contract with the Jackson County Election Commission to conduct municipal elections as well as other duties authorized by statute; and

WHEREAS, the total cost of the Commission's service is \$5,500.00, plus expenses; and

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract between the City of Gautier and the Jackson County Election Commission is approved in an amount not to exceed \$5,500.00, plus expenses.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

TO: CITY OF **GAUTIER**

DATE: 2/16/2021

SUB: CITY MUNICIPAL ELECTION CONTRACT

Danny Glaskox, Jerry Sims, Debbie Hodges, Michael Dickinson and Deborah Parker of the Jackson County Election Commission agree to conduct Gautier's Municipal Primary Election to be held on April 6, 2021. Danny Glaskox will build the election in SEMS & GEMS and prepare for the City a "master" paper ballot for "hand counted" absentee and affidavit ballots. All Commissioners will be available for technical assistance the entire day of the election. Danny Glaskox will upload the City's election results at the end of the day into the Commission's GEMS system and give the City an "Unofficial" count on the night of the election. The City will receive an update of the final count with absentee and affidavit ballots counted after the election and at that time we will give you an "Official" results afterwards. The total cost to the City of Gautier will not exceed **\$5500.00** for the Commission's services.

ALL voting machines will be tested by the Commission with the City representative present to observe, if requested. The Commission will deliver and pick-up the TSX voting machines with the assistance of City workers and a City vehicle. The associated cost of paying an adequate number of poll managers, receiving and returning managers, resolution board members (if needed) and any other cost associated with the election is the responsibility of the City of Gautier. The City Clerk may print the poll books and address libraries for this election or may contract with the Circuit Clerk's office at a cost determined by the number of pages required. **Adding voter history in SEMS after the election is recommended and will also be at a cost determined by Circuit Clerk Randy Carney's office.**

We, the Commissioners, agree to perform all the duties of municipal election commissioners pursuant to the Mississippi Elections Code, including, but not limited to:

- Build the Special election in SEMS and GEMS.
- Provide Logic and Accuracy testing on the TSX voting machines used.
- Set-up the machines the day prior to the election date.
- Break down the machines the day after the election.
- Provide technical assistance for the operation of the voting machines during the day of the election.
- Provide the city with a PDF copy of the ballot for use in printing their absentee ballots and affidavit ballots.
- Provide "Unofficial" voting accumulation at the end of the election at our office facility located at 4111 Amonett St. in Pascagoula.
- Hire poll managers; provided, however, that the City will pay the cost of said poll managers.
- Hire "Resolution" board members, provided, however, that the City will pay the cost of said Resolution board members.

The City agrees to:

- Provide a safe and secure facility for the TSX voting machines prior to, during, and after the election.
- Provide two City workers & City-owned vehicle to transport and help unload the TSX machines to each ward prior to Election Day (if needed).
- Provide two City workers & City-owned vehicle to transport and help load the TSX machines & return back to our office after the election.
- Pay mileage reimbursement for any travel in private vehicles at the rate of \$.56 per mile for each commissioner.
- Provide a City representative to pick up TSX memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the “UNOFFICIAL” results after the election.
- Print its own poll books from the SEMS program OR contract with the CC’s office to do so at a cost determined by his office.
- Print its own address libraries from the SEMS program OR contract with the CC’s office to do so at a cost determined by his office.
- Print or provide its own voting supplies (regular receipt, affidavit with I.D. & affidavit without I.D. receipt books, affidavit ballot envelopes, black & red ink pens, any other items necessary for the election)
- Pay the cost of “training” an adequate number of poll managers (**if necessary**) at a cost of \$250.00 for EACH class of no more than 20 people.
- Pay the cost of hiring an adequate number of poll managers for each ward.
- Pay the cost to of hiring an adequate number of “resolution” board members to process absentee ballots after the election. (# of members is determined by number of absentee ballots to process)
- Pay the cost of posting voter history to the SEMS program (cost to be determined by voter turn-out).
- Pay any & all cost related to Covid 19 supplies necessary in each ward, ie, cleaning supplies **and** all supplies necessary for the protection of all poll managers & voters in each ward.
- **To the extent authorized and permitted by Mississippi law, the city further agrees to be liable for any damage to the commission’s voting machines caused solely by the city.**

Danny Glaskox _____ Chairman, Jackson County Election Commission

Teresa Montgomery _____ Gautier City Clerk

Date: _____

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

RESOLUTION NUMBER 100-2021

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING OFFICE EQUIPMENT FROM THE GAUTIER FIRE DEPARTMENT'S INVENTORY AND DECLARE THE EQUIPMENT SURPLUS

WHEREAS, the City Clerk Department is requesting the following equipment be removed from inventory and declared surplus:

GE Over the Range Microwave
Model #JVM3160DF2WW
Serial #FG248119A
Inventory #2289

WHEREAS, the Mayor and Members of the Council have determined that given the age and condition of the equipment, these items have no value, and therefore removal from inventory and declaring surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **Councilman Colledge**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd of March, 2021.

MAYOR

ATTEST:

CITY CLERK



GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

"Proudly protecting Natures Playground"

To: Paula Yancey, City Manager
From: Josh Latch, Interim Fire Chief
Date: 02/22/2021
Subject: Resolution removing broken equipment and inventory items.

Request:

City Council authorization is requested for the City Clerk department to remove the following over the range microwave from the city inventory.

GE Over the Range Microwave

Model # JVM3160DF2WW

Serial# FG248119A

Inventory # 2289

Background: The City Clerk's Department has determined that the items are no longer in working order. Removal from inventory is in best interest of the City of Gautier.

Discussion: Microwave has short circuited and no longer in working condition.

Recommendation: The City staff recommends that City Council authorizes the removal of these items listed from inventory so the inventory spreadsheet can be updated.

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

ORDER NUMBER 049-2021

WHEREAS, the Gautier Police Department is seeking authorization to accept twelve Panasonic Toughbooks laptop computers and a Hewlett-Packard computer server from the Jackson County District Attorney's Office; and

WHEREAS, the Toughbooks will be used by officers in the field, while the server will be used to run software associated with the use of the Toughbooks; and

WHEREAS, the Jackson County District Attorney's Office has purchased the equipment with their funds at no cost to the City; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation of twelve Panasonic Toughbooks laptop computers and a Hewlett-Packard computer server to the Gautier Police Department is hereby approved and accepted.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 2/24/2021
Subject: Donation of Laptop Computers & Computer Server

REQUEST:

The Police Department requests City Council approval in accepting the donation of twelve laptop computers and a computer server from the Jackson County District Attorney's Office.

BACKGROUND:

Jackson County District Attorney Angel McIraeth has agreed to purchase and donate to the Police Department twelve (12) Panasonic Toughbooks, worth \$26,970.24 and a Hewlett-Packard server, worth \$4,704.83. The Toughbooks will be used by officers out in the field and the server will be used to run software associated with the use of the Toughbooks.

DISCUSSION:

The Jackson County District Attorney's Office has purchased the equipment with their funds. The City only needs to accept the donation and place the items on inventory.

RECOMMENDATION:

The Gautier Police Department recommends the City Council approve and accept the donation of twelve laptops computers and one computer server from the Jackson County District Attorney's Office.

ATTACHMENTS:

Councilwoman Martin made the motion to Recess until March 16, 2021 at 6:30pm. Councilman George seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19 until further notice.

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2021

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND RESOLVED that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Receive January 2021 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2021 Finance Report.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2021 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 16, 2021.

JAN 2021 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,927,186.96
MS Development Loan Katrina	Depository Account	007-000-001	
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	
Allen Road Widening	Depository Account	020-000-001	(\$46,323.96)
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$384,089.16
U S Justice Equitable Sharing	Depository Account	157-000-001	\$89,215.87
Fire Protection Fund	Depository Account	160-000-001	\$251,814.17
Tidelands Grant	Depository Account	171-000-001	\$16,043.24
Library Support Fund	Depository Account	172-000-001	\$44,865.25
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$77,432.06
USDA NRCS EWP Program	Depository Account	300-000-001	\$29,716.51
Pine Cone Drive Spillway	Depository Account	301-000-001	
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$438,186.60
Town Center Retail Dev Complex	Depository Account	309-000-001	\$487,978.75
Solid Waste Fund	Depository Account	404-000-001	\$34,182.74
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$6,737,370.78
General Depository Reconciled Cash Balance			\$6,736,594.80

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$4,012.00
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$20,500.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,176,998.59
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$4,249,073.11
Enterprise Reconciled Cash Balance			\$4,245,255.49

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,098,662.44
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$212,233.05
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,574.70
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$30,410.04
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$30,410.04
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$492,204.37
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,561,715.37
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$38,565.31
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,025,806.05
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,070.15
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$253,795.00
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$823,890.15

Total Bond & Restricted Reconciled Cash Balances \$14,457,336.67

**JAN 2021
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2021	JAN 2021	Balance	33.33% % to date
General Fund Revenues	10,563,895.00	4,026,658.62	6,537,236.38	38.1%
Expenditures:				
001 Legislative	175,063.00	59,064.71	115,998.29	33.7%
010 City Court	315,216.00	72,288.83	242,927.17	22.9%
021 City Manager	250,300.00	60,705.92	189,594.08	24.2%
022 Human Resources	65,264.00	21,386.03	43,877.97	32.7%
030 Elections	32,000.00	0.00	32,000.00	
040 City Clerk	524,496.00	147,522.15	376,973.85	28.1%
060 City Attorney	130,000.00	40,000.00	90,000.00	30.7%
090 Economic Dev - Planning	424,516.00	121,897.50	302,618.50	28.7%
092 Building & General Expenses	681,600.00	360,065.95	321,534.05	52.8%
094 Grants & Project Admin	195,215.00	63,329.43	131,885.57	32.4%
100 Police	3,505,968.00	1,047,399.89	2,458,568.11	29.8%
161 Fire	2,701,172.00	855,721.34	1,845,450.66	31.6%
170 Recreation	606,740.00	160,980.53	445,759.47	26.5%
201 PW: Streets	341,000.00	52,644.81	288,355.19	15.4%
205 PW: Maintenance	248,272.00	76,851.90	171,420.10	30.9%
900 Interfund Transfers	850,529.00	36,899.00	813,630.00	4.3%
General Fund Expenditures	11,047,351.00	3,176,757.99	7,870,593.01	28.7%
<i>Total Operating Expenditures</i>	10,029,435.00	3,078,144.94	6,951,290.06	
<i>Total Capital Outlay Expenditures</i>	77,300.00	24,034.72	53,265.28	
<i>Total Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Total Transfers Out</i>	850,529.00	36,899.00	813,630.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	3,176,757.99	7,870,593.01	
<i>Personnel</i>	7,753,948.00	2,447,758.85	5,306,189.15	
<i>Supplies</i>	493,467.00	93,255.17	400,211.83	
<i>Other Services</i>	1,782,020.00	537,130.92	1,244,889.08	
<i>Capital Outlay</i>	77,300.00	24,034.72	53,265.28	
<i>Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Interfund Transfers for DS</i>	850,529.00	36,899.00	813,630.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	3,176,757.99	7,870,593.01	

**JAN 2021
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of JAN 2021	Balance	33.33% % to date
020 Allen Road Widening				
Revenues	46,324.00		46,324.00	
Expenditures	46,324.00	46,323.96	0.04	
030 MDAH 2014 Community Heritage				
Revenues	0.00		0.00	
Expenditures	2,983.43		2,983.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,504,376.00	37,656.33	6,466,719.67	0.5%
Expenditures	7,795,740.10	228,232.75	7,567,507.35	2.9%
156 SE MS METRO TASK FORCE				
Revenues	0.00	110,356.00	(110,356.00)	
Expenditures	298,356.01	26,007.70	272,348.31	8.7%
157 US Justice Equitable Sharing				
Revenues	0.00	2,941.92	(2,941.92)	
Expenditures	86,273.95		86,273.95	
160 Fire Protection Fund				
Revenues	111,000.00		111,000.00	
Expenditures	189,097.30		189,097.30	
171 Combined Tidelands Grant				
Revenues	194,527.32	23,300.25	171,227.07	11.9%
Expenditures	219,488.27	42,117.96	177,370.31	19.1%
172 Library Support Fund				
Revenues	114,998.00	48,218.31	66,779.69	41.9%
Expenditures	114,998.00	3,353.06	111,644.94	2.9%
176 Shepard State Park				
Revenues	106,150.00	51,632.00	54,518.00	48.6%
Expenditures	141,548.00	30,639.27	110,908.73	21.6%
250 2018 W&S Bond Debt Service				
Revenues	301,563.00	100,058.85	201,504.15	33.1%
Expenditures	285,657.00	70,328.13	215,328.87	24.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,213.10	386.90	96.3%
Expenditures	1,263.00		1,263.00	
252 2019 W&S Bond Debt Service				
Revenues	387,144.00	130,108.05	257,035.95	33.6%
Expenditures	454,009.00	370,408.18	83,600.82	81.5%

**JAN 2021
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of JAN 2021	Balance	33.33% % to date
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,282.77	317.23	97.0%
Expenditures	844.00		844.00	
300 USDA-NRCS EWP				
Revenues	191,433.49		191,433.49	
Expenditures	235,350.00	14,200.00	221,150.00	6.0%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	808,000.00		808,000.00	
Expenditures	1,152,085.49	11,254.26	1,140,831.23	0.9%
304 Town Commons Park Project				
Revenues	937,360.98	312.46	937,048.52	
Expenditures	3,004,260.98	71,094.00	2,933,166.98	2.3%
305 S2019 MPI GO Bond Construction Fund				
Revenues	297,307.00	2,211.32	295,095.68	0.7%
Expenditures	350,390.37	6,326.65	344,063.72	1.8%
307 Bacot Park Improvements				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	1,605,750.00	26,426.33	1,579,323.67	1.6%
308 Boardwalk - Shepard State Park				
Revenues	444,909.00	350,502.72	94,406.28	78.7%
Expenditures	221,404.75	136,898.47	84,506.28	61.8%
309 Town Center Retail Dev Complex				
Revenues	5,520,000.00	494,210.00	5,025,790.00	8.9%
Expenditures	5,520,000.00	6,231.25	5,513,768.75	0.1%
350 Elevated Water Tank				
Revenues	0.00		0.00	
Expenditures	129,112.00	88,950.00	40,162.00	68.8%
352 2018 Bond General Construction/Admin				
Revenues	1,200.00	3,611.37	(2,411.37)	300.9%
Expenditures	1,334,486.36		1,334,486.36	
353 Hwy 57 Utility Line Relocation				
Revenues	229,805.70	40,579.31	189,226.39	17.6%
Expenditures	272,125.86		272,125.86	
355 Water Supply & Treatment Plant				
Revenues	1,324,486.36		1,324,486.36	
Expenditures	6,855,572.99	22,074.30	6,833,498.69	0.3%

**JAN 2021
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of JAN 2021	Balance	33.33% % to date
358 2019 Bond General Construction/Admin				
Revenues	1,500.00	860.26	639.74	57.3%
Expenditures	2,021.00		2,021.00	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,959,077.40	32,473.00	1,926,604.40	1.6%
Expenditures	1,964,590.90		1,964,590.90	
404 Solid Waste Fund				
Revenues	1,562,400.00	386,460.39	1,175,939.61	24.7%
Expenditures	1,608,318.00	457,104.02	1,151,213.98	28.4%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	500.00	19.22	480.78	3.8%
Expenditures	504.00		504.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	0.00	253,795.00	(253,795.00)	

**JAN 2021
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2021	JAN 2021	Balance	33.33% % to date
Utility Fund Revenues	9,080,000.00	3,012,450.33	6,067,549.67	33.1%
Administration	2,991,714.00	972,320.17	2,019,393.83	32.5%
Water & Sewer O & M	3,736,370.00	1,080,985.22	2,655,384.78	28.9%
Debt Service	1,079,934.00	184,290.12	895,643.88	17.0%
Transfers	2,260,403.00	250,000.00	2,010,403.00	11.0%
Contingencies	300,000.00	0.00	300,000.00	
Utility Fund Expenditures	10,368,421.00	2,487,595.51	7,880,825.49	23.9%
<i>Total Operating Expenditures</i>	<i>6,597,584.00</i>	<i>2,050,306.59</i>	<i>4,547,277.41</i>	
<i>Total Capital Outlay Expenditures</i>	<i>130,500.00</i>	<i>2,998.80</i>	<i>127,501.20</i>	
<i>Total Debt Service</i>	<i>1,079,934.00</i>	<i>184,290.12</i>	<i>895,643.88</i>	
<i>Total Interfund Transfers</i>	<i>2,260,403.00</i>	<i>250,000.00</i>	<i>2,010,403.00</i>	
<i>Total Contingency Expenditures</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>2,487,595.51</i>	<i>7,880,825.49</i>	
 <i>Personnel</i>	 <i>422,375.00</i>	 <i>146,498.20</i>	 <i>275,876.80</i>	
<i>Supplies</i>	<i>270,000.00</i>	<i>32,180.69</i>	<i>237,819.31</i>	
<i>Other Services</i>	<i>5,905,209.00</i>	<i>1,871,627.70</i>	<i>4,033,581.30</i>	
<i>Capital Outlay</i>	<i>130,500.00</i>	<i>2,998.80</i>	<i>127,501.20</i>	
<i>Debt Service</i>	<i>1,079,934.00</i>	<i>184,290.12</i>	<i>895,643.88</i>	
<i>Interfund Transfers</i>	<i>2,260,403.00</i>	<i>250,000.00</i>	<i>2,010,403.00</i>	
<i>Contingencies</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>2,487,595.51</i>	<i>7,880,825.49</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Receive February 2021 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2021 Privilege License Reports

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for February 2021 are hereby received.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

		City of Gautier		
		Business Registry		
		Feb-21		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1515	2022-01-0007166	The Red Door Salon	\$22.00	Current
260	2022-02-0007167	Gulf Coast Canteen of MS	\$120.00	Current
286	2022-02-0007168	Navigators Credit Union	\$30.00	Current
283	2022-02-0007169	Mattress City	\$20.00	Current
1404	2022-01-0007170	MK Industries	\$33.00	Current
1196	2022-01-0007171	Wendy's	\$33.00	Current
309	2022-02-0007172	DJM Studio	\$20.00	Current
272	2022-02-0007173	Gulf Breeze Landscaping	\$150.00	Current
256	2022-02-0007174	Attentive Services	\$20.00	Current
1692	2022-02-0007175	PT Solutions Physical Therapy	\$30.00	New Business
247	2022-010007176	The Parisian Styling Salon	\$33.00	Current
250	2022-01-0007177	Lauban Designs	\$22.00	Current
214	2022-01-0007178	Jerry Lee's	\$242.00	Current
1406	2022-02-0007179	Jackson Hewitt- New Horizons	\$20.00	Current
300	2022-02-0007180	Subway	\$30.00	Current
239	2022-01-0007181	Sherwin Williams	\$44.00	Current
1693	2022-02-0007182	The EpicXperience Transportation Service	\$20.00	New Business
1694	2022-02-0007183	Mayri Tacos	\$20.00	New Business
1695	2022-02-0007184	The Foundation Glove	\$20.00	New Business
186	2022-01-0007185	Southeasterne Computer Consultants	\$22.00	Current
259	2022-02-0007186	Bates Janitorial	\$20.00	Current
242	2022-01-0007187	B Unique Barbershop	\$22.00	Current
1530	2022-02-0007188	Ton 80 Bar & Grill	\$45.00	Current
472	2022-03-0007189	Stop & Go	\$80.00	Current
1526	2022-02-0007190	Tony Miller Knives	\$20.00	Current
1642	2022-02-0007191	The Dermatology Clinic	\$30.00	Current
357	2022-03-0007192	La Maison The Old Place	\$20.00	Current
327	2022-03-0007193	The Flower Patch Florist & Gifts	\$20.00	Current
1051	2022-02-0007194	Copy Club/ The Party Box	\$20.00	Current
1352	2022-02-0007195	Sioux Bayou Landing	\$35.00	Current
287	2022-02-0007196	Pitalo's Marina	\$20.00	Current
216	2022-01-0007197	K.R. Borries Construction	\$22.00	Current
292	Closed	Schwans Home Service	\$0.00	Closed
1256	2022-02-0007198	Universal Imports	\$20.00	Current
326	2022-03-0007199	Fayards Gauiter Marathon	\$45.00	Current
253	2022-02-0007200	A & G Services	\$20.00	Current
1641	2022-02-0007201	Eplus Technology	\$30.00	Current
279	2022-02-0007202	Dollar General	\$82.50	Current
896	2022-02-0007203	A.L.L. Plumbing	\$20.00	Current
1696	2022-02-0007204	Coastal Wealth Management Group	\$20.00	Current
1529	2022-02-0007205	Yummy Donuts	\$20.00	Current
1251	2022-02-0007206	Pilger Title Company	\$20.00	Current
1697	2022-02-0007207	Childrens International	\$40.00	Current
345	2022-03-0007208	Formal Affair	\$62.50	Current
1467	2022-03-0007209	El Higueyano Supermarket	\$35.00	Current
1292	2022-02-0007210	B & G's Cleaning Service	\$20.00	Current
		TOTAL	\$1,740.00	
		New Business	4	
		Transient Vendor	0	
		Closed Business	1	

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

March 16, 2021
Approval of water and sewer adjustments dated March 2021 in the amount of \$1,998.59

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated March 16, 2021 in the amount of \$1,998.59.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

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

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

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated March 2021 in the amount of \$1,998,59 is hereby approved.

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

Motion was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 16, 2021.

MARCH 2021 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
	100	400	195	130	800	TOTAL	REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
021-03901-006		130.42	140.00			270.42	LEAK UNDER SINK
023-03901-006		132.09	175.00			307.09	HOT WATER TANK
031-06801-001	256.53	272.72	140.00			669.25	THEFT
071-04701-000		275.64	70.00			345.64	LEAK IN YARD
089-16801-001		120.34				120.34	UNDER SLAB
116-08801-002		126.73	105.00			231.73	LEAK IN YARD
116-24401-000		54.12				54.12	LEAK IN YARD
TOTAL	256.53	1,112.06	630.00	0.00	0.00	1,998.59	
COMPLETED							

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 16, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
