

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 15, 2021 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Market Day will include Tasty Thursday and Farmer's Market on June 24th from 11:00am until 6:00pm at the Singing River Mall Property.

2. Gautier's City Council Swearing in Ceremony will be June 29th starting at 6:00pm at Mississippi Gulf Coast Community College.

IV. Presentation Agenda

1. Juneteenth Freedom Day Proclamation

V. Business Agenda

1. Authorization to execute a Sub-Grant Agreement with the Mississippi Department of Marine Resources to accept a MS Coastal Boat Access – City of Gautier, Shepard State Park Project grant.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the MS Coastal Boat Access Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, (GPC Case No. 21-23-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of a request for a Home Occupation allowing a private professional home office for a Rental Business at 3677 Mackerel Drive, Gautier, MS (GPC Case 21-24-HO)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Conditional Use-Major Permit that would allow a Church in a C-1 Neighborhood Commercial Zoning District at 1901 Ladnier Road, Gautier, MS, (GPC Case No. 21-28-CU).

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Rezoning of Property from a split zoning (C-2 Community Commercial/R-1 Low Density Single-Family Residential) to R-1 Low Density Single-Family Residential located on 1021 Old Spanish Trail, Gautier, MS, PID #81831610.100

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Consideration of a Conditional Use-Major Permit that would allow a manufactured home in an AG Agricultural Zoning District located at 5115 Oakwood Drive, Gautier, MS, (GPC Case No. 21-31-CU).

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Authorization to enter into a Memorandum of Understanding (MOU) with 46 Entertainment for the Town Commons Amphitheater

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Approval to enter into a preliminary engineering services contract with Waggoner Engineering for the Railroad Crossing Overpass Study, contingent upon MDOT concurrence.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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10. Approval to extend the contract to purchase real property from Singing River, LLC for an additional period, through July 20, 2021.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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11. 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 June 1, 2021**
- 2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**
- 3. Receive May 2021 Privilege License Reports**
- 4. Approval of water and sewer adjustments dated June 2021 in the amount of \$12,923.45**
- 5. Resolution removing broken office equipment and computers from the City of Gautier's Inventory and to declare the same surplus.**
- 6. Reappointment of three incumbents to the Gautier Historic Preservation Commission**
- 7. Authorization to prioritize and submit three applications to the Mississippi Department of Resources for FY 2023 Mississippi Tidelands Trust Fund Applications**

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 15, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier Market Day will include Tasty Thursday and Farmer's Market on June 24th from 11:00am until 6:00pm at the Singing River Mall Property.**
2. **Gautier's City Council Swearing in Ceremony will be June 29th starting at 6:00pm at Mississippi Gulf Coast Community College.**

NOTES:

GAUTIER PRESENTS

TASTY THURSDAY!

**24
JUN
11 AM**



**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN - HAVENS CREAMERY - TRUE WINGS-
THE SCRATCH KITCHEN- NORWOODS FAMOUS SKINS, TOBY'S SUBS,
KEEPIN' IT TASTY, KLASSY WRAPPERS, WIGGLY'S,
FRANKIE FAYE'S, ISLAND ICE, CHICKEN SHACK, HOT BOX HIBACHI,
JAI'S CRAWFISH AND SNOBALL'S, VEGAN TIME**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

City of Gautier

Farmer's Market



Vendors Welcome!

BUY LOCALLY

4th Thursday May-October

SR Mall Property 2800 Hwy 90 11am-6pm

To become a vendor call: Rachel Honea 228-219-3259

e-mail: rhonea @ gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 15, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Juneteenth Freedom Day Proclamation

NOTES:

PROCLAMATION

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

WHEREAS, "Juneteenth" is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, the commemoration of June 19th at Juneteenth specifically refers to the fact that, even though President Lincoln announced the Emancipation Proclamation in 1863, the joyous news of freedom from slavery did not reach certain Americans in Galveston, Texas, until June 19, 1865; and

WHEREAS, the celebration of Juneteenth is inclusive of all races, ethnicities, religions, and nationalities, in that citizens across our country join hands in acknowledging a period in our history that has influenced the ideals of liberty and justice for all;

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim June 19, 2021, as

"Juneteenth Freedom Day"

in Gautier, Mississippi, and encourage all residents to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 15th, day of June, 2021.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

Council Meeting:
Title:

June 15, 2021
Authorization to execute a Sub-Grant Agreement with the Mississippi Department of Marine Resources to accept a MS Coastal Boat Access grant for the Shepard State Park Project.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to execute a Sub-Grant Agreement with the Mississippi Department of Marine Resources to accept a MS Coastal Boat Access grant for the Shepard State Park Project.

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, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service of behalf of the City of Gautier for a sport fish grant; and

WHEREAS, the City has been awarded \$72,440.00 in federal funds, which requires a \$25,000.00 local match (the local match will come from Tidelands funding (FY2019)); and

WHEREAS, this \$97,440.00 project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch to the west side of the park, near the marshwalk; and

WHEREAS, the Mayor and City Council hereby find that acceptance of this grant is in the best interests 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 authorizes the execution of a sub grant agreement with the Mississippi Department of Resources to accept a MS Coastal Boat Access Grant for the Shepard State Park Project.

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 Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 6/8/2021
Subject: MS Coastal Boat Access – City of Gautier, Shepard State Park Project Sub-Grant Agreement with Mississippi Department of Marine Resources

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a Sub-Grant Agreement with the Mississippi Department of Marine Resources to accept a MS Coastal Boat Access – City of Gautier, Shepard State Park Project grant.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

DISCUSSION:

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This \$97,440 project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the near marshwalk.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize acceptance of the MS Coastal Boat Access – City of Gautier, Shepard State Park Project grant and the execution of a sub-grant agreement with MDMR.

The City Council may:

- 1) Approve acceptance of the grant award and authorize entering into a Sub-Grant Agreement as presented;
- or
- 2) Not approve acceptance of the grant award as presented.

ATTACHMENTS:

1. City of Gautier Shepard State Park Subgrant (Final)

SUB-GRANT AGREEMENT

City of Gautier

Sub-Grant # F21AF00274

SECTION 1.0: Parties to the Agreement

This Agreement is by and between the Mississippi Department of Marine Resources, hereinafter referred to as MDMR, and the City of Gautier, hereinafter referred to as Sub-Grantee (DUNS # 964447817).

SECTION 2.0: Purpose

This Agreement defines the rights and duties of the parties regarding the grant known as **Federal Grant Award F21AF00274 “MS Coastal Boating Access – City of Gautier, Shepard State Park Project.”**

SECTION 3.0: Responsibilities of MDMR and Sub-Grantee

3.1 MDMR Responsibilities:

- 3.1.1 Routine management of this project including, but not limited to review of invoices, review of technical information, periodic reports to the United States Fish and Wildlife Service (USFWS), as required, and close-out of grant payments.
- 3.1.2 Review of progress reports on the Sub-Grantee’s ongoing activities.
- 3.1.3 Coordination of activities, decisions and results derived from this effort with other State and Federal agencies, if necessary.

3.2 Sub-Grantee Responsibilities:

- 3.2.1 The Sub-Grantee is responsible for services outlined below in Section 4.0.
- 3.2.2 The Sub-Grantee recognizes that this proposal is being funded as a Sub-Grant Agreement by the USFWS Federal Assistance Grant known as **F21AF00274 “MS Coastal Boating Access – City of Gautier, Shepard State Park Project”** CFDA Program 15.605.

- 3.2.3 The Sub-Grantee will coordinate all communication with the MDMR through Rhonda Price, Office of Restoration and Resiliency.
- 3.2.4 The Sub-Grantee is responsible for obtaining all applicable permits prior to commencing work covered by said permits and providing the MDMR with a copy of same.
- 3.2.5 The Sub-Grantee is responsible for complying with all requirements as stated in the Award Letter from USFWS to MDMR dated January 05, 2021.

3.3 Joint Responsibilities:

The MDMR and Sub-Grantee shall jointly determine the direction of the project objectives and activities according to the USFWS Federal Assistance Grant known as **Federal Grant Award F21AF00274 “MS Coastal Boating Access – City of Gautier, Shepard State Park Project.”**

SECTION 4.0: Scope of Work

This Agreement will provide for all or part of the following tasks:

- 4.1 To improve and extend existing public boat launch at Shepard State Park.
- 4.2 To add two kayak launches for public use at Shepard State Park.

SECTION 5.0: Consideration and Payment

- 5.1 **Consideration.** As consideration for the performance of this Agreement, the MDMR agrees to pay the Sub-Grantee the amount incurred in the performance of this Agreement not to exceed **Seventy-Two Thousand Four Hundred and Forty Dollars and Zero Cents (\$72,440.00)** or 75% of the total cost. Under no circumstances will payment be made for work performed outside the performance period of the Federal award and this Agreement.
- 5.2 **Payment.** The MDMR agrees to make payments within forty-five (45) days of receipt of a correct or approved invoice/request for reimbursement and the supporting documentation. ***Invoices/requests for reimbursement must be submitted within fifteen (15) days after the end of the month in which the work occurred.*** Invoices should be submitted no more frequently than monthly and no less than quarterly. Final payment will be made upon approval of final invoice and final performance report. All final invoices and the final performance report are due sixty (60) days after grant expiration to be considered for payment. Under no circumstances will payment exceed **Seventy-Two Thousand Four Hundred and Forty Dollars and Zero Cents (\$72,440.00).**
- 5.3 **Compliance with subsection 3.2.4 hereinabove is a requirement for reimbursement.**
- 5.4 Sub-Grantee will provide a matching sum of **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**, or twenty-five percent (25%) of the grant total, in either cash or in-kind services, making a total effort of **Ninety-Seven Thousand Four Hundred and**

Forty Dollars and Zero Cents (\$97,440.00). Matching funds cannot be derived from Federal funds, except as authorized by specific legislation.

5.5 Invoices/requests for reimbursement submitted by the Sub-Grantee will include:

- 5.5.1 The Grant number – **F21AF00274/** Internal Order number **3000030153**;
- 5.5.2 The time period for services incurred;
- 5.5.3 Category breakdown for expenses along with proof of payment, including the Sub-Grantee's monthly match portion of 25%;
- 5.5.4 Activity Report (Refer to Section 6 for reporting requirements).

Invoices/requests for reimbursement will be reviewed to determine: (1) that the indicated costs are allowable under appropriate guidelines; and, (2) that the work performed contributes directly to the accomplishment of established objectives. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount.

SECTION 6.0: Reporting Requirements

6.1 **Activity Reports.** In compliance with the USFWS reporting requirements, the SUB-GRANTEE must provide written activity reports to the MDMR summarizing work undertaken, in progress, or completed. The final report is required before final payments will be made. (There will be no cost associated with this report.) Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530
OR

Rhonda.price@dmr.ms.gov

The reports shall be generally organized in accordance with the following:

- 6.1.1 Activities completed and dates of completion.
- 6.1.2 Problems encountered and remedial actions.
- 6.1.3 Activities planned.
- 6.1.4 Problems anticipated.
- 6.1.5 Changes to protocol/procedure manuals.
- 6.1.6 Certification that the invoices submitted, and activities completed have been performed pursuant to the Sub-Grant.

Performance Reporting Schedule:

Final Financial Report

Reporting Period	Due Date
07.01.21 – 06.30.22	8.31.22

Final Performance Report

Reporting Period	Due Date
07.01.21 – 06.30.22	8.31.22

- 6.2 If performance is inadequate, the Sub-Grantee will be notified in writing of the specific problems that must be corrected. The MDMR's Executive Director shall resolve disputes over performance. Reimbursements for project costs under Section 5.0 will be made only if performance is determined to be adequate.

SECTION 7.0: Period of Performance

The Sub-Grantee agrees to execute the objectives of this project as stated in Federal Grant Award **F21AF00274– “MS Coastal Boating Access – City of Gautier, Shepard State Park Project”** beginning July 1, 2021 through June 30, 2022.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee certifies that it:

- 8.1 Has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the sub-grantee's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal.
- 8.2 Will give the MDMR, the Mississippi State Auditor, USFWS, the Inspectors General and the Comptroller General of the United States, and any of their authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award and necessary for MDMR to comply with 2 CFR 200.300, Statutory and national policy requirements, through 200.309, Period of performance, and Subpart F – Audit Requirements of this part; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds.
- 8.3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.4 Will initiate and complete the work within the applicable timeframe after receipt of approval from the MDMR.
- 8.5 Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which

prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

- 8.6 Will comply with the Endangered Species Act of 1973, as amended. Sub-Grantee understands that the USFWS has requested information consultation with the National Marine Fisheries Service (NMFS) to concur with its determination that the activities funded under this award will not adversely affect threatened or endangered species or critical habitat listed under the NMFS's jurisdiction. Sub-Grantee further understands that Section 9 of the Endangered Species Act and Federal regulation pursuant to section 4(d) of the Act prohibit the taking of endangered and threatened species, respectively, without special exemption. Therefore, Sub-Grantee will immediately report to the Wildlife and Sport Fish Restoration Program and the MDMR if: (1) any threatened or endangered species are incidentally taken; (2) information reveals effects of the Sub-Grantee's action under this Agreement may affect listed species or critical habitat, (3) the project under this Agreement is subsequently modified in a manner that causes an effect to listed species or critical habitat; or, (4) a new species is listed or critical habitat designation that may be affected by the activities funded under this Agreement.
- 8.7 Agrees that equipment purchased with funds under this Agreement shall be used by the Sub-Grantee in the program or project for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When the equipment is no longer needed for the original program purposes, the equipment may be used in other activities currently or previously supported by the USFWS.
- 8.8 Acknowledges that the Wildlife and Sport Fish Restoration Program encourages all grantees and sub-grantees to comply with all of their state laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as their state implements it. See U.S. Fish and Wildlife Service Environmental Quality site at: <http://www.fws.gov/contaminants/Issues/IPM.cfm>.
- 8.9 Will notify the MDMR in writing of any actual or potential conflicts of interest that may arise during the life of this Agreement. Conflicts of interest include any relationship or matter which might place the Sub-Grantee or the Sub-Grantee's employees in a position

of conflict, real or apparent, between their responsibilities under this Agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interest, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the Agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Sub-Grantee or the Sub-Grantee's employees in the matter. Sub-Grantee understands that MDMR will forward the notice to the USFWS Service Project Officer who, in consultation with the Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Sub-Grantee or the Sub-Grantee's employee(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the USFWS may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including termination of this Agreement.

- 8.10 Will disclose, in a timely manner, in writing to the MDMR all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment. (See 2 C.F.R. § 200.113, 2 C.F.R. Part 180, and 31 U.S.C.3321.)
- 8.11 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 8.12 Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and (g) the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- 8.13 Will comply with the Section 10 of the Rivers and Harbors Act of March 3, 1899 (U.S.C. 403), and Section 404 of the Clean Water Act (33 U.S.C. 1344): No construction activity may take place until any required state or federal permitting has been acquired.
- 8.14 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- 8.15 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*). In the event any archaeological or historic

materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and,
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

- 8.16 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133.
- 8.17 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program including, but not limited to 2 C.F.R. §§ 200, *et al.*; the Sportfishing and Boating Safety Act, Title VII, Subtitle D, Section 7404, Public Law 105178, 16 U.S.C. 777g; the Safe, Accountable, Flexible, Efficient Transportation Equity Act, Public Law 109059; the Fixing America's Surface Transportation (FAST) Act (Public Law 114-94); Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); 41 U.S.C. § 6306 (Prohibition on Members of Congress Making Contracts with Federal Government); 2 C.F.R. Part 25 (Universal Identifier and Central Contractor Registration); 2 C.F.R. Part 170 (Reporting Subawards and Executive Compensation); 2 C.F.R. Part 175 (Award Term for Trafficking in Persons); 2 C.F.R. Part 1400 (Government-wide Debarment and Suspension); 43 C.F.R. Part 18 (New Restrictions on Lobbying); 2 C.F.R. Part 1401 (Requirements for Drug-Free Workplace); and 50 C.F.R. Part 86 (Boating Infrastructure Grant Program).
- 8.18 **Whistleblower Protection.** This Agreement and all employees working on the project which is the subject of this Agreement are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239). The Sub-Grantee and their contractors awarded contracts over the simplified acquisition threshold related to this Agreement, shall inform their employees in writing, in the predominant language of the workforce of the employee whistleblower rights and protections under 41 U.S.C. 4712. The Sub-Grantee shall insert this clause in all contracts over the simplified acquisition threshold related to this Agreement.
- 8.19 **Lobbying.** The Sub-Grantee certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Sub-Grantee must disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Sub-Grantee.

- 8.20 **Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.
- 8.21 **Compliance with Laws.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Sub-Grantee agrees during the term of the Agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and provision of services. The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now exist and as may be amended or modified.
- 8.22 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDMR to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDMR, the MDMR shall have the right upon ten (10) working days written notice to the Sub-Grantee, to terminate this Agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 8.23 **Changes.** This Agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this Agreement and must be confirmed in writing through the MDMR sub-grant modification procedures.
- 8.24 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the MDMR.
- 8.25 **Termination Provisions.** If the Sub-Grantee fails to fulfill its obligations under this Agreement, or if the Sub-Grantee violates any of the conditions and stipulations contained in this Agreement, the MDMR shall have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, the Sub-Grantee shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the MDMR Executive Director determines that the cost incurred were done so in compliance with the provisions stated in this document.

- 8.26 **Independent Sub-Grantee Status.** The Sub-Grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for the MDMR. Nothing herein shall be deemed or construed by the MDMR, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the MDMR and the Sub-Grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Sub-Grantee hereunder, shall create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Sub-Grantee. Sub-Grantee's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDMR.
- 8.27 **Access to Records.** The Sub-Grantee agrees that the MDMR, the Mississippi State Auditor, USFWS, the Comptroller General of the United States, or any of their duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records shall be retained as provided in 2 C.F.R. § 200.333, Retention Requirements for Records.
- 8.28 **Termination for Convenience Clause**
- 8.28.1 *Termination.* The MDMR may, when the interests of the State so require, terminate this sub-grant in whole or in part, for the convenience of the State. The MDMR shall give thirty (30) days written notice of the termination to the Sub-Grantee specifying the part of the sub-grant terminated and when termination becomes effective.
- 8.28.2 *Sub-Grantee's Obligations.* The Sub-Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Sub-Grantee will stop work to the extent specified. The Sub-Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Sub-Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDMR may direct the Sub-Grantee to assign the Sub-Grantee's right, title, and interest under terminated orders or subcontracts to the State. The Sub-Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 8.29 **Ownership of Documents and Work Papers.** The MDMR shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal Project correspondence. The Sub-Grantee shall deliver such documents and working papers to Grantee upon termination or completion of the Agreement. The foregoing notwithstanding, the Sub-Grantee shall be entitled to retain a set of such work papers for its files. Sub-Grantee shall be entitled to use such work papers only after receiving written permission from the Grantee and subject to any copyright protections.
- 8.30 **Public Records Clause.** As outlined in Section 3.0 Subsection (3.1.1), MDMR has the responsibility to oversee and monitor all phases of this project. Therefore, MDMR shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Sections 25-61-1 *et seq.*, Miss. Code Ann. MDMR shall respond to

requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one working day. Upon receipt of said request, the MDMR shall respond to the request for public information as required by the Mississippi Public Records Act. The Sub-Grantee will provide to the USFWS or the Department of the Interior (DOI), if requested, research data or other information necessary for the USFWS or the DOI to respond to a request under the Freedom of Information Act, 5 U.S.C. § 552. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.

- 8.31 **Transparency.** This Agreement falls under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 et seq. and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 et seq.). Unless exempted by a court-issued protective order, a copy of this Agreement will be posted to the Department of Finance and Administration's website for public access at www.transparency.mississippi.gov. Information identified by Sub-Grantee as trade secrets, or other proprietary information, or any other information which is required confidential by State or Federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Sub-Grantee as trade secrets or proprietary information, the MDMR will notify the Sub-Grantee who will be given a reasonable time to obtain a court order protecting the information. See Mississippi Code Annotated § 25-61-9(1).
- 8.32 **Release of Information.** The MDMR, as a State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired from this project to the press and public. The Sub-Grantee may release information obtained from this project only after obtaining written permission from the MDMR. Sub-Grantee shall not be entitled to release information for publications or exchange any information developed by this project without first obtaining written permission from the MDMR.
- 8.33 **Authority to Enter into Agreement.** The Sub-Grantee certifies (a) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- 8.34 **Copyright Provisions.** The MDMR grants to the Sub-Grantee the right to copyright materials and articles that may result from activities carried out under this Agreement. The MDMR and USFWS shall have an unlimited royalty free license to use, reproduce, translate, or publish the product (s) produced under this agreement and to grant this license to any sub-licensee. The Sub-Grantee shall in no way limit the dissemination and/or utilization of such material and data as shall arise from the work performed under the Agreement. Any publications or presentations resulting from this project shall give appropriate credit to MDMR and USFWS.
- 8.35 **Accounting.** Payments by state agencies using the State's Accounting System shall be made and remittance information provided electronically as directed by the State. Alternatively, the MDMR may make payments using paper checks, at its discretion.

These payments shall be deposited into the bank account of the Sub-Grantee's choice. The State, may, at its sole discretion, require the Sub-Grantee to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Sub-Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

- 8.36 **Real Property.** Real property should be identified with appropriate signs (Wildlife and Sport Fish Restoration Logo) as to the WSFR Program under which the property was acquired (in part or whole). Provisions must be made to inform the public of the location, boundaries, and any restrictions on use.
- 8.37 **Project and Budget Revisions.** The Sub-Grantee is required to inform MDMR regarding any deviations from approved budgets, projects scopes, or objectives. In accordance with 2 CFR 200.308, the Sub-Grantee is required to request prior approvals for these project and budget revisions unless otherwise specifically waived in this award.
- 8.38 **Performance Period Extensions.** If additional time is needed to complete the approved project, the Sub-Grantee must send written notice to MDMR. This notice must be received before the authorized performance period end date of the grant and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.
- 8.39 The Sub-Grantee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a- 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
- 8.40 **Procurement.** The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State and local laws and regulations, as now existing and as may be amended or modified, in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the project funded by this sub-grant.
- 8.41 The Sub-Grantee agrees to maintain and operate the boat launch and two kayak launch facilities under this agreement for a period of twenty (20) years, which represents the normal operational life expectancy for a boat launch. The Sub-Grantee agrees to maintain the boat and kayak launch facilities provided for under this Agreement and provide for repair as soon as practical to assure that these services are available to the public.
- 8.42 **Stop Work Order.** If the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give the MDMR authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement as provided in Section 8.22 Availability of Funds or Section 8.28 Termination for Convenience, or issue a Stop Work Order to SUB-GRANTEE in lieu of termination.
- 8.42.1 **Order to Stop Work.** The Executive Director of the MDMR, may, by written order to the SUB-GRANTEE, require the SUB-GRANTEE to stop all or any part

of the work called for by this Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to the SUB-GRANTEE, unless the parties agree, in writing, to any further period. Upon receipt of such an order, the SUB-GRANTEE shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of reimbursable costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Executive Director shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by the order as provided in Section 8.22 Availability of Funds or Section 8.28 Termination for Convenience.

8.42.2 Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires and the Agreement has not been terminated, the SUB-GRANTEE shall have the right to resume work.

8.42.3 Failure to Comply with Order to Stop Work: If the SUB-GRANTEE fails to comply with the stop work order, it does so at its own risk; and SUB-GRANTEE understands and acknowledges that expenses and costs incurred for work performed during the period of time covered by the stop work order may not be reimbursable.

8.43 Confidentiality. SUB-GRANTEE must not use or disclose any confidential information. However, nothing in this section precludes SUB-GRANTEE from disclosing or using confidential information, if:

8.43.1 The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;

8.43.2 Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or

8.43.3 The confidential information was received by SUB-GRANTEE after termination of the service period from a third party that had a lawful right to disclose it to SUB-GRANTEE.

8.43.4 SUB-GRANTEE must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

8.44 The MDMR's and SUB-GRANTEE's tort liability, as entities of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

8.45 The SUB-GRANTEE is self-insured for liability under the Mississippi Tort Claims Act, Mississippi Code Annotated §§ 11-46-1 *et seq.*; however, should the SUB-GRANTEE procure or maintain an additional insurance policy or policies against liability for injury to persons or property from a commercial insurance carrier in connection with this Agreement, it should have the MDMR named as an additional insured on all such policies

for any work performed by SUB-GRANTEE pursuant to this Agreement and provide MDMR with appropriate Certificates of Insurance reflecting such additions within 30 days after this Agreement is fully-executed.

8.46 **Survival of Certain Provisions.** The parties understand and agree that the provisions of Sections 8.7, 8.27, Access to Records, 8.34 Copyright Provisions, 8.41, 8.43 Confidentiality, and 8.44 Tort Liability, shall survive the termination or expiration of this Agreement.

SECTION 9.0: Incorporation of Documents

The following documents are attached hereto and incorporated herein by reference:

- 1. Attachment “A”, Notice of Grant Award
- 2. Attachment “B”, Project Proposal

The undersigned hereby execute this Agreement and represent that the authority to execute this Agreement has been granted by the appropriate governing bodies.

MS DEPARTMENT OF MARINE RESOURCES CITY OF GAUTIER

Joe Spraggins, Executive Director

Paula Yancey, City Manager

Date: _____

Date: _____

1. DATE ISSUED MM/DD/YYYY 01/05/2021		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.605 - Sport Fish Restoration			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. F21AF00274-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F21AF00274		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2021		Through MM/DD/YYYY 06/30/2022	
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2021		Through MM/DD/YYYY 06/30/2022	
8. TITLE OF PROJECT (OR PROGRAM) MS Coastal Boating Access - City of Gautier Project			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Dingell-Johnson Sport Fish Restoration Act, 16 U.S.C. § 777 et seq.

9a. GRANTEE NAME AND ADDRESS Marine Resources, Mississippi Department Of 1141 BAYVIEW AVE STE 101 BILOXI, MS 39530-1651		9b. GRANTEE PROJECT DIRECTOR Ms. Roxann Wicker 1141 BAYVIEW AVE STE 101 BILOXI, MS 39530-1613 Phone: (228) 523-4145	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Joe Spraggins 1141 BAYVIEW AVE STE 101 BILOXI, MS 39530-1651 Phone: (228) 523-4170		10b. FEDERAL PROJECT OFFICER Mr. Howard Meister 1875 Century Blvd NE WSFR Atlanta, GA 30345-3325 Phone: 404-679-7180	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 75,000.00																			
II Total project costs including grant funds and all other financial participation II				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00																			
a. Salaries and Wages\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00																			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 75,000.00																			
c. Total Personnel Costs\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 75,000.00																			
d. Equipment\$ 0.00				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																			
e. Supplies\$ 0.00				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>				YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																				
a. 2	\$	d. 5	\$																				
b. 3	\$	e. 6	\$																				
c. 4	\$	f. 7	\$																				
g. Construction\$ 0.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																			
h. Other\$ 0.00				<table border="1"> <tbody> <tr> <td>a. DEDUCTION</td> <td rowspan="5" style="border: 1px solid black; text-align: center; vertical-align: middle; font-size: 2em;">e</td> </tr> <tr> <td>b. ADDITIONAL COSTS</td> </tr> <tr> <td>c. MATCHING</td> </tr> <tr> <td>d. OTHER RESEARCH (Add / Deduct Option)</td> </tr> <tr> <td>e. OTHER (See REMARKS)</td> </tr> </tbody> </table>				a. DEDUCTION	e	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
a. DEDUCTION	e																						
b. ADDITIONAL COSTS																							
c. MATCHING																							
d. OTHER RESEARCH (Add / Deduct Option)																							
e. OTHER (See REMARKS)																							
i. Contractual\$ 97,440.00				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																			
j. TOTAL DIRECT COSTS → \$ 97,440.00				<table border="1"> <tbody> <tr> <td>a. The grant program legislation</td> </tr> <tr> <td>b. The grant program regulations.</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </tbody> </table>				a. The grant program legislation	b. The grant program regulations.	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.												
a. The grant program legislation																							
b. The grant program regulations.																							
c. This award notice including terms and conditions, if any, noted below under REMARKS.																							
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																							
k. INDIRECT COSTS \$ 2,560.00				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																			
I. TOTAL APPROVED BUDGET \$ 100,000.00																							
m. Federal Share \$ 75,000.00																							
n. Non-Federal Share \$ 25,000.00																							

REMARKS (Other Terms and Conditions Attached -
No Program Income anticipated.

☒ Yes

☐ No

GRANTS MANAGEMENT OFFICIAL:

Marilyn Lawal, Program Manager
1875 Century Blvd NE
Atlanta, GA 30345-3325
Phone: 404 679-7277

17. VENDOR CODE 0070043339			18. DUNS 122490324			19. CONG. DIST. 04
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051004722-00010	\$75,000.00	07/01/2021	06/30/2022	8151	BA Salt - 9522
				26		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 01/05/2021
GRANT NO. F21AF00274-00	

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The purpose of this grant award is to improve the existing public boat launch facilities at Shepard State Park including the addition of two (2) kayak launches for public use.

Terms and Conditions

1. U.S. Fish and Wildlife General Award Terms and Conditions (see link <https://www.fws.gov/grants/atc.html>)

2. Mandatory Disclosures

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.338, including suspension or debarment (see also 2 CFR Part 180).

Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non- appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 01/05/2021
GRANT NO. F21AF00274-00	

described in 2 CFR §200.338, including suspension or debarment.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Construction Activities: No construction activities will take place under this grant award until all required compliance documents have been received, reviewed, and approved by our office.

Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

2. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and
3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per 2 CFR §200.308, unless otherwise specifically waived in this award.

REPORT

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 01/05/2021
GRANT NO. F21AF00274-00	

1. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, “Federal Financial Report” form. See also our instructional video on “[Completing the Federal Financial Report \(SF-425\)](#)”.

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

2. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient’s operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

3. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

JACKSON COUNTY

Sport Fish Restoration - Boating Access Program
Grant Application

U.S. Department of Interior
Fish and Wildlife Service

Fiscal Year 2021

Shepard State Park - Boat Launch Improvements and Expansion

For:



Application Project Summary

TITLE: Shepard State Park - Boat Launch Improvements and Expansion	NUMBER:
APPLICANT: MS Department of Marine Resources	CONTACT: Rhonda Price PHONE: (228) 523-4150
TOTAL COST: \$100,000.00	SPONSOR MATCH: 25% Minimum
FUNDS REQUESTED: \$75,000.00	MATCH: \$25,000.00

Project Description

The City of Gautier is centrally located in Jackson County, Mississippi. Gautier is home to 18,572 residents (2010 census) and covers 32 square miles. The City is nestled between bayous, barrier islands, and the Pascagoula River – the only unimpeded waterway in the United States. With more than 70 miles of waterfront line, Gautier residents and visitors can enjoy a multitude of coastal recreation activities centered around Shepard State Park and the Mississippi Sandhill Crane National Wildlife Refuge.

The City of Gautier proposes to improve the existing public boat launch facilities at Shepard State Park and add two kayak launches for public use. The existing boat launch provides access to the mouth of the Singing River by way of St. Pierre Bayou. This boat launch is the only one located within Shepard State Park, and as such, the facilities are popular with park visitors and eco-tourists alike seeking fishing, bird watching, sightseeing, and recreational activity. The existing boat launch and adjacent pier are showing signs of deterioration and damage which can pose a safety risk to users and the public.

The objective of this project is to restore and extend the existing pier and install two accessible floating kayak launches at locations in Shepard State Park to facilitate safe public access to the boat launch and allow for enhanced eco-tourism opportunities. The park currently has no designated kayak launches but public demand for such amenities is increasing as the number of kayak users increases in Jackson County and Gautier. Currently, kayakers launch from the marsh into LaMotte Bayou and St. Pierre Bayou, which can cause damage to the ecosystem.

Refurbishment of the launch and pier, extension of the existing pier, and the addition of two kayak launches will allow safe and convenient access for this public facility while reducing negative environmental impacts. From the boat ramp and kayak launches, residents and visitors will be able to enjoy all the recreational and scenic opportunities Shepard State Park and the surrounding area has to offer.

Scope of Work

The goal of this project is to improve the existing public boat launch pier by cleaning the existing boat launch, replacing the deteriorated and damaged components that have exceeded their design life, and extending the existing pier to accommodate a new kayak launch. The scope of this project will include cleaning the existing boat launch of vegetative buildup, renovating the pier by removing and replacing the decking and any substructure components necessary, and extending the pier approximately twelve (12) feet to accommodate the new kayak launch. Pier pilings will only be replaced if necessary. The proposed kayak launch will provide an ingress/egress point for St. Pierre Bayou.

The second kayak launch is proposed adjacent to the new marshwalk pier at Shepard State Park, which is funded by FY19 Tidelands funds and is currently under construction. A new wooden dock will provide access to this kayak launch and allow its users ingress/egress to LaMotte Bayou.

With the exception of the pier extension, platform, and kayak launches, all new components of this project will be replaced or reconstructed in the same footprint as the materials being removed. In addition, no dredging or fill is anticipated.

Location Information

The project is located in Shepard State Park in the City of Gautier, Jackson County, Mississippi. The project is located on St. Pierre Bayou (boat launch rehabilitation, pier extension, and kayak launch addition) and LaMotte Bayou (dock and kayak launch addition). St. Pierre Bayou provides direct access to the Pascagoula River, while LaMotte Bayou provides direct access to the West River, a branch of the Pascagoula River. Both rivers flow into the Mississippi Sound.

Figure 1, Figure 2, and Figure 3 provide vicinity maps of the approximate location of the project within Jackson County, the City of Gautier, and Shepard State Park, respectively.

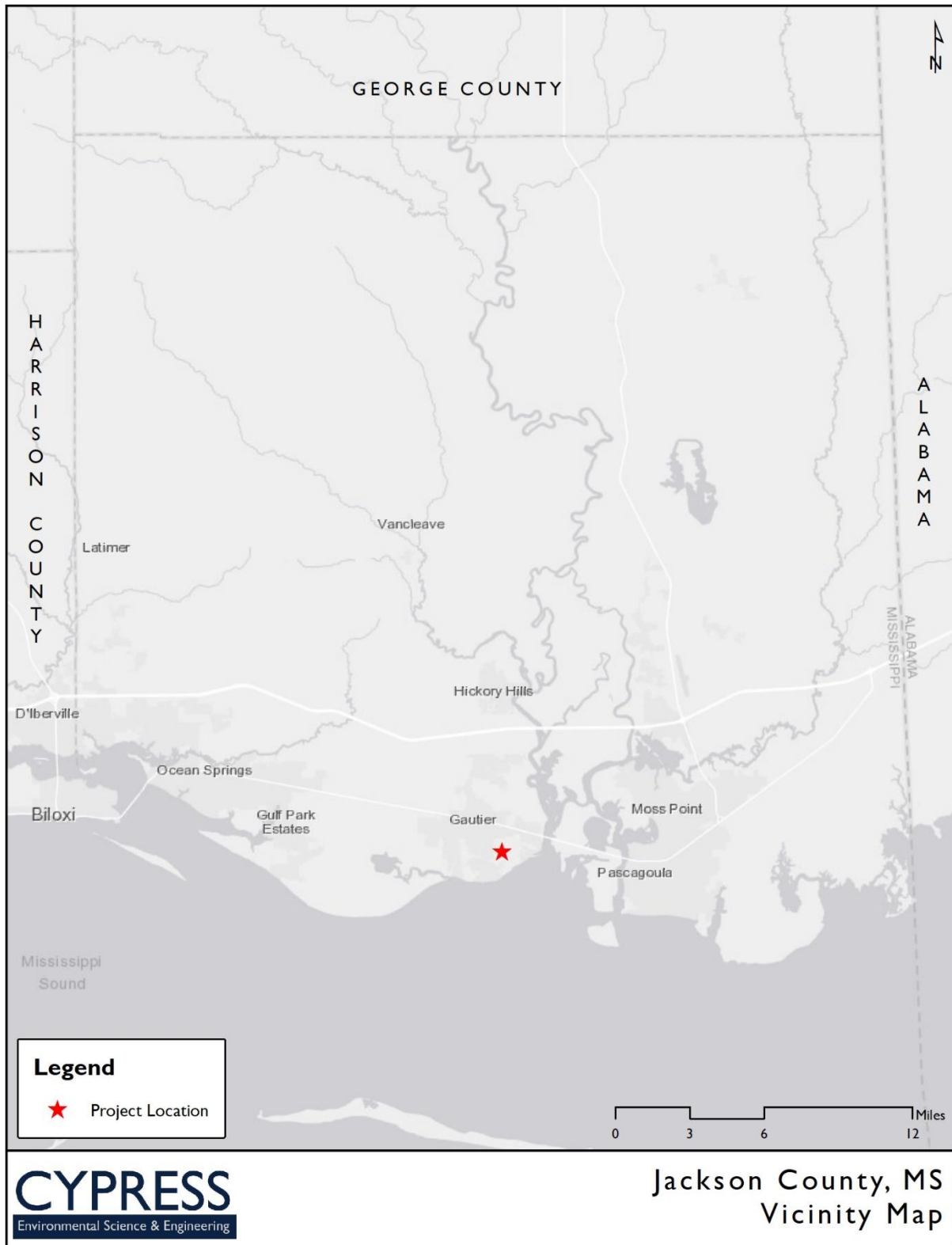


Figure 1: Vicinity Map for Project Location in Jackson County, Mississippi

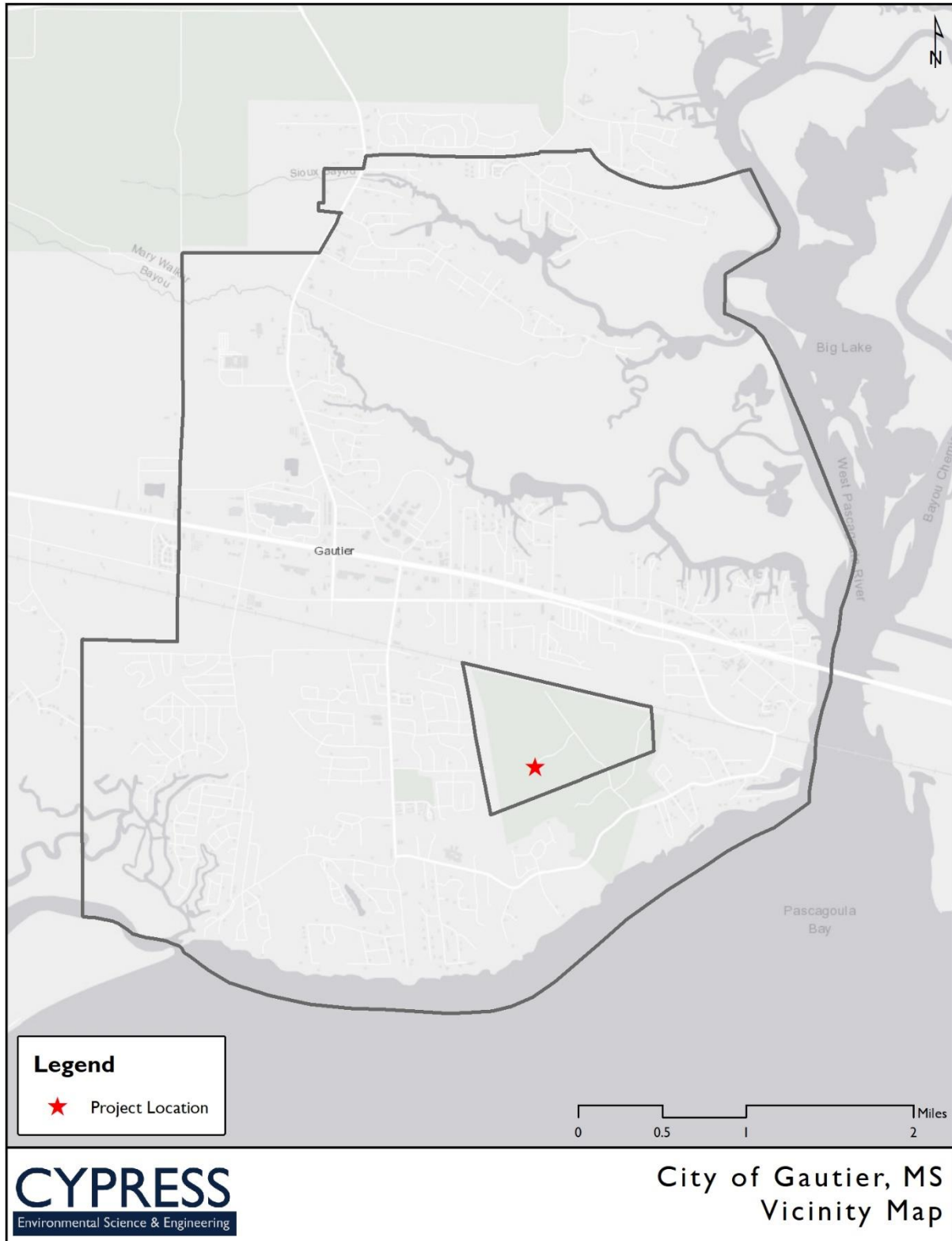


Figure 2: Vicinity Map for Project Location in City of Gautier, Mississippi



Figure 3: Vicinity Map for Project Location in Shepard State Park, Mississippi

Scope

The following is an estimated timeline based on the scope of work:

Site Survey & Evaluation	2 weeks
Tidelands Lease	1 month
Environmental Permitting	6 months
Construction Document Preparation	2 months
Advertise, Receive Bids, Award Contract	2 months
Construction	2 months

Permits Anticipated

Construction Permit
Environmental Permits
Nationwide Permit 36 – Boat Ramps

Photos of the Project Area

Figure 4 shows the proposed project limits for the boat launch renovations and the proposed kayak launch into St. Pierre Bayou.

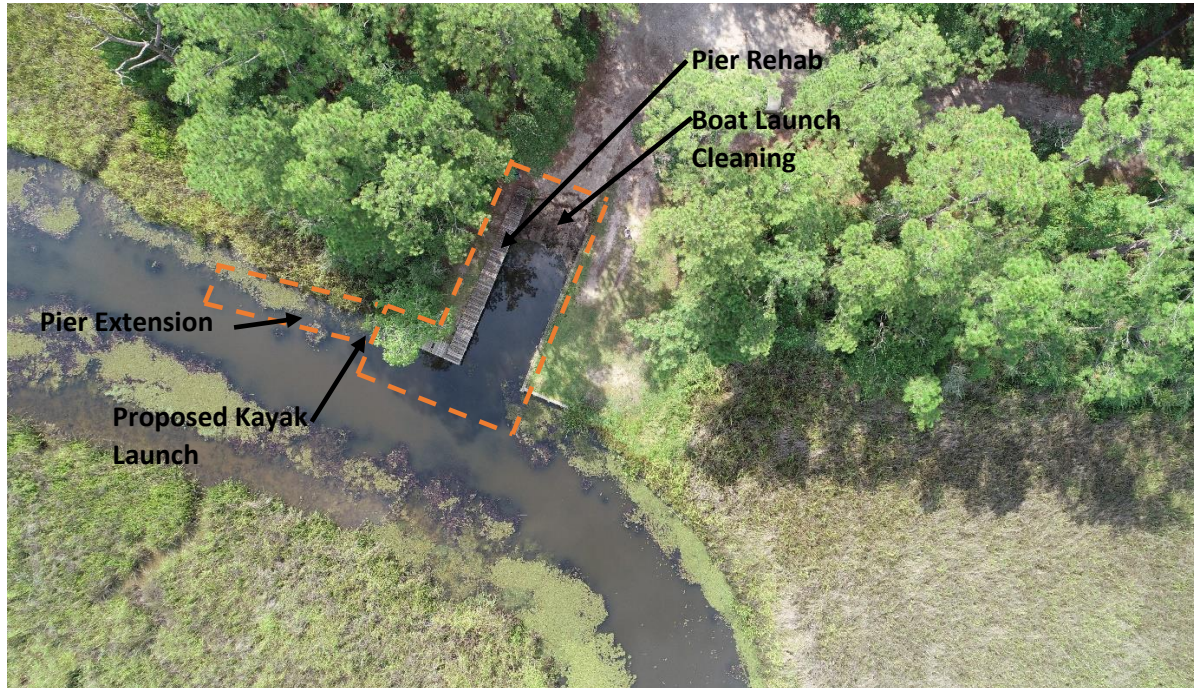


Figure 4: Proposed Project Limits for Boat Launch Renovations and Kayak Launch into St. Pierre Bayou



Figure 5: St. Pierre Bayou Looking Towards the West Pascagoula River



Figure 6: Example of Proposed Kayak Launch into St. Pierre Bayou Off of Existing Pier

Figure 7 shows the proposed location for the kayak launch and the new boardwalk under construction. This launch will provide access to LaMotte Bayou.

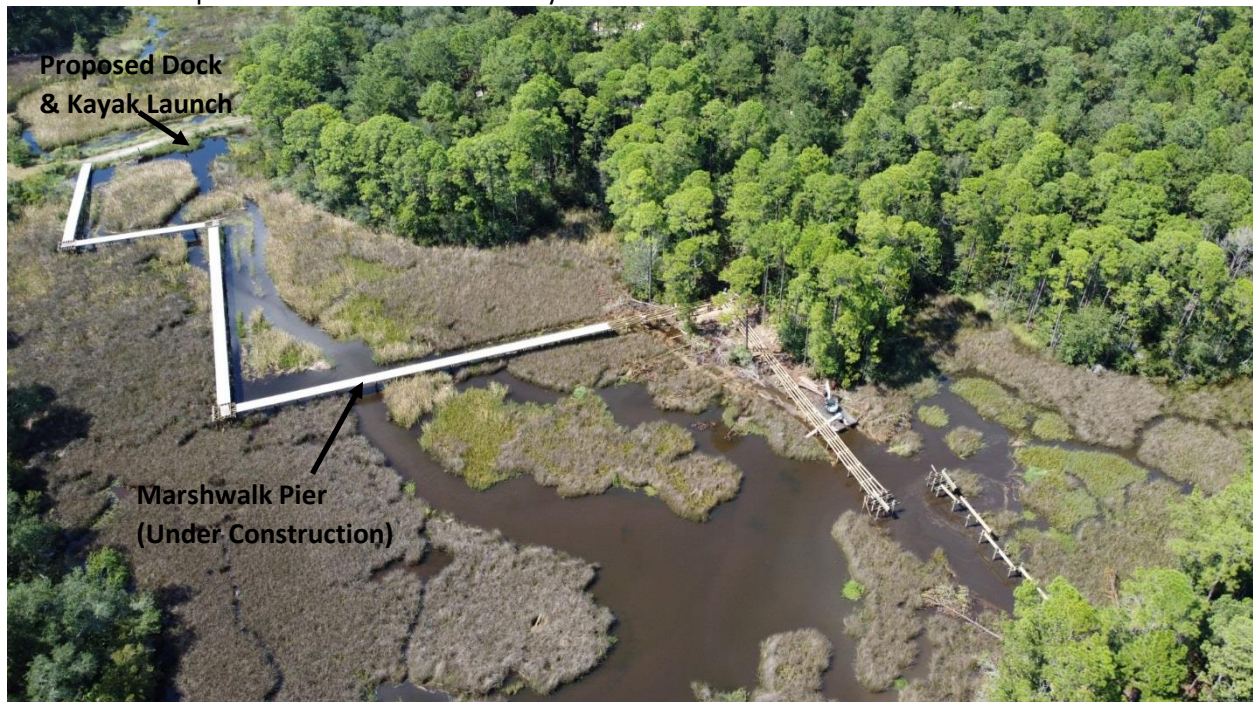


Figure 7: Proposed Project Location for Kayak Launch into LaMotte Bayou



Figure 8: Proposed Project Limits for Kayak Launch in LaMotte Bayou



Figure 9: LaMotte Bayou Looking Towards the West Pascagoula River

Budget Estimate

The budget presented is estimated to be \$100,000 total cost. Final costs cannot be estimated until a detailed survey has been completed, actual conditions verified, and a formal design prepared. However, these costs have been prepared based on information available at the current time. The budget estimate is based on several resources to reflect current costs. Bids and quotes received from contractors for past projects of similar scale and scope have also been used to supplement published cost estimating reference data. Due to the preliminary nature, the estimate can be subject to change based on the construction environment at the time of bid and as knowledge of the actual site conditions progress.

Total Cost-	\$100,000
City of Gautier Kayak Launch Estimated Federal Cost	\$75,000
City of Gautier will provide matching non-federal funds	\$25,000
Administrative and Legal Expenses:	\$1,000
SOS Tidelands Lease Preparation/Submittal	\$1,000
Architectural and Engineering Fees:	\$23,700
Other Architectural and Engineering: Administrative / Project Management	
Construction Survey	\$7,700
Design Engineering	\$8,500
Environmental	\$7,500
Site Work / Erosion Control / Drainage:	\$1,500
Existing Boat Launch Cleaning	\$1,500
Demolition and Removal:	\$2,500
Mobilization/Demolition	\$2,500
Construction:	\$63,740
Existing Pier Renovations	\$10,000
Pier Extension	\$15,000
Kayak Launch (St. Pierre Bayou)	\$8,740
Dock and Kayak Launch (LaMotte Bayou)	\$30,000
Equipment:	\$5,000
Provide solar lighting and signage	\$5,000
Miscellaneous: Indirect Cost	\$2,560
Indirect Cost	\$2,560

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

Council Meeting:
Title:

June 15, 2021
Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the MS Coastal Boat Access Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the MS Coastal Boat Access Project in an amount not to exceed \$24,700.00.

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, the City of Gautier requires engineering and other professional services in relation to the MS Coastal Boat Access project at Shepard State Park; and

WHEREAS, Heflin Engineering has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, pursuant to this agreement, Heflin Engineering will provide Secretary of State Tidelands lease preparation and submittal, environmental permitting, design engineering, and construction phase engineering; and

WHEREAS, the cost of the contract is not to exceed \$24,700.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Heflin Engineering for work associated with the MS Coastal Boat Access 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 **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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 6/8/2021
Subject: MS Coastal Boat Access – Shepard State Park Project – Professional Services Agreement with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Heflin Engineering for work associated with the MS Coastal Boat Access – Shepard State Park Project in an amount not to exceed \$24,700.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019).

DISCUSSION:

This project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the near marshwalk. Engineering services will be funded through Tidelands.

Heflin will provide Secretary of State Tidelands lease preparation and submittal, environmental permitting, design engineering, and construction phase engineering.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Heflin Engineering for work associated with the MS Coastal Boat Access – Shepard State Park Project in an amount not to exceed \$24,700.

The City Council may:

1) Approve entering into a professional services agreement with Heflin Engineering for the MS Coastal Boat Access – Shepard State Park Project as presented; or Not approve entering into a professional services agreement with Heflin Engineering for the MS Coastal Boat Access – Shepard State Park Project as presented.

ATTACHMENTS:

1. Professional Services Agreement with Heflin Engineering

AGREEMENT
FOR
PROFESSIONAL SERVICES

* * * * *

THIS IS AN AGREEMENT made between CITY OF GAUTIER, MISSISSIPPI (hereinafter called OWNER) and HEFLIN ENGINEERING, LLC (hereinafter called ENGINEER). OWNER intends to construct pier and boat launch improvements at Shepard State Park (hereinafter called the Project) in Gautier, Mississippi; and ENGINEER intends to provide certain professional services related to Design Phase and Construction Phase services for construction of said improvements as more particularly set forth herein.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and payment for those services by OWNER as set forth herein.

SECTION 1 - SERVICES OF ENGINEER

The Project is anticipated to include rehabilitation and expansion of the existing boat launch into St. Pierre Bayou with a new kayak launch. The Project also includes the addition of a kayak launch into LaMotte Bayou near the Marshwalk Pier.

Design Phase

As part of the Design Phase services, the ENGINEER will:

1. Conduct preliminary investigations.
2. Prepare preliminary layout drawings and details of the project.
3. Prepare preliminary Opinion of Probable Costs (OPCs).
4. Review preliminary drawings and OPC with OWNER.
5. Prepare detailed design, final construction drawings, specifications, and contract documents for the Project.
6. Prepare an updated Opinion of Probable Cost (OPC).
7. Review final drawings, specifications, and OPC with the OWNER.

Construction Phase

As part of the Construction Phase services, the ENGINEER will:

Bidding & Contracting

1. Prepare and issue an Advertisement for Bids.
2. Furnish copies of drawings, specifications, and contract documents for use by prospective bidders, material suppliers and other interested parties but may charge them for the reasonable cost of the copies.
3. Prepare and issue addenda as necessary to provide clarification or responses to

prospective bidders' requests for information.

4. Attend the bid opening, review the bids for completeness and accuracy, tabulate the bid proposals, evaluate the bids with the OWNER, and make recommendations to the OWNER for awarding the contract(s) for construction.
5. Assemble and furnish five (5) sets of specifications and contract documents for execution by the OWNER and the contractor.
6. Conduct a pre-construction meeting with the OWNER and contractor, if required.
7. Prepare a Notice to Proceed.

Construction Administration & Review

1. Review and approve, for conformance with the design concept, any necessary shop drawings furnished by the contractor.
2. Provide general engineering review of the work as construction progresses to ascertain that the contractor is conforming with the design concept. The ENGINEER's undertaking hereunder shall not relieve the contractor of obligations to perform the work, nor make the ENGINEER an insurer of the contractor's performance, nor impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
3. Review the contractor's applications for payment and change orders and make recommendations to the OWNER.
4. Upon completion of the Project, prepare a complete set of Record Drawings conforming to the information furnished to the ENGINEER by the contractor.
5. Upon completion of the Project, assist the OWNER with closeout of the construction contract.

Environmental Permitting

1. The ENGINEER will perform environmental studies for the project area to evaluate:
 - a. Presence and extent of wetlands
 - b. Presence of threatened and endangered species
 - c. Presence of shellfish beds
 - d. Presence of submerged aquatic vegetation
2. The ENGINEER will apply for the following permits and authorizations, including permit facilitation and agency communication regarding issuance:
 - a. Clean Water Act Section 404 permit from USACE Mobile District
 - b. Coastal Wetlands Protection Act permit and Coastal Zone Consistency Certification from MS Department of Marine Resources
 - c. Clean Water Act Section 401 certification from MS Department of Environmental Quality

SECTION 2 - OWNER'S RESPONSIBILITIES

1. The OWNER will provide all criteria and full information as to their requirements for the Project.
2. The OWNER will assist the ENGINEER by providing any and all information which the OWNER has compiled or has available that is pertinent to the Project.
3. The OWNER will arrange for access to and make all provisions for the ENGINEER to enter upon properties as required for the rendering of services under this Agreement.
4. Any grant application/administration will be the responsibility of the OWNER.

SECTION 3 - COMPENSATION TO THE ENGINEER

For rendering the services described hereinbefore in SECTION 1, the OWNER will compensate the ENGINEER in accordance with the following:

1. The ENGINEER agrees that the total amount of services rendered in accordance with the aforementioned compensations provisions will not exceed the amounts in the following table, provided that the scope of services does not exceed that described in SECTION 1.

TASK	AMOUNT
Design Phase	\$8,500
Construction Phase	\$7,700
SOS Tidelands Lease Preparation & Submittal	\$1,000
Environmental Permitting	\$7,500
Total	\$24,700

2. The OWNER will make monthly payments to the ENGINEER for services rendered and invoiced in accordance with the aforementioned compensation provisions. The OWNER will make payment to the ENGINEER within thirty (30) days of the date of the ENGINEER's invoice.
3. The terms of compensation as described hereinbefore shall not be altered except my mutual agreement of OWNER and ENGINEER.

SECTION 4 - OTHER CONSIDERATIONS

1. This Agreement may be terminated by either party at any time for any reason within either party's discretion upon written notice thereof to the terminated party.
2. This Agreement will be subject to the laws of the State of Mississippi.
3. OWNER and ENGINEER each is hereby bound and the partners, successors,

executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives of such other party in respect of the terms of this Agreement.

4. All documents prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER will retain an ownership and property interest therein whether or not the Project is completed. The OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by the OWNER on extensions of the Project or any other project.
5. OWNER and ENGINEER acknowledge that the ENGINEER's scope of services does not include any services related to hazardous materials, including but not limited to asbestos, lead-based materials, or toxic materials. If hazardous materials are encountered at the project site, or should it become known that such materials may be present at the project site, the ENGINEER may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials in accordance with applicable laws and regulations.
6. The OWNER will furnish to ENGINEER information identifying the type and location of underground utilities.

SECTION 5 - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided for additional compensation UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Boundary surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
2. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
3. Appearances before courts or boards on matters of litigation or hearing related to the project.
4. Preparation of environmental assessments or environmental impact statements.
5. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of this the _____ day of _____, 20____.

OWNER:
City of Gautier, Mississippi

ENGINEER:
Heflin Engineering, LLC

Paula Yancey
City Manager


Austin Moore, P.E.
President

Attest:


Hugh Heflin, P.E.
Vice President

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

Council Meeting:
Title:

June 15, 2021
Consideration of a Special Exception that would allow a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, (GPC Case No. 21-23-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District.

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. 21-23-SE
1512 HIGHWAY 90 – ADDITION TO A LEGAL NON-
CONFORMING STRUCTURE
IN A MURC-1 MIXED USE RECREATION COMMERCIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 82436380.000**

WHEREAS, an application for a Special Exception Permit to allow a 30' x 60' addition to a legal non-conforming structure in a MURC-1 Mixed Use Recreation Commercial Zoning District was submitted by Lone Palm, Inc. dba Ton 80 Bar & Grill; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a bar & grill, requires a Special Exception Permit in the MURC-1 Mixed Use Recreation Commercial Zoning District, due to the fact that this bar and grill is a legal non-conforming structure; and

WHEREAS, the parcel subject to this Permit is located at 1512 Highway 90, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its June 3, 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 or denies) the application submitted by Lone Palm, Inc. dba Ton 80 Bar & Grill on June 3, 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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 6/9/2021
Subject: Consider a request for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, (GPC Case No. 21-23-SE)

REQUEST:

The Planning Department has received a request by Lone Palm, Inc. dba Ton 80 Bar & Grill for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, PID #82436380.000 (GPC Case No. 21-23-SE). The application fee of \$250 was paid on April 19, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

Location: 1512 Highway 90, PID #82436380.000 (See Exhibit A)

General features of the proposed project:
Existing Bar & Grill located on a 1.96 acre parcel

Potable Water and Wastewater Services: Existing from City

Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial.

Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and MURC-1 Mixed Use Recreation Commercial.

Current Surrounding Existing Land Use (See Exhibit C): Vacant property to the North and West. Automobile Gas Station to the East.

Comprehensive Plan Future Land Use Designation (See Exhibit D): High 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: My business has grown beyond existing building capability. I need the added space to accommodate the growing business I have built.

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: My business has worked in harmony with the surrounding neighborhood. As well as we do several benefit events to help with the local community.

Staff Finding: Staff finds that that the existing use is not in harmony with the Unified Development Ordinance, however; the Special Exception is for an addition to an existing business and it is our opinion that the addition 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 building has always been a bar and is grandfathered in. The zoning prohibits me from expanding my business without a Special Exception.

Staff Finding: Staff finds that the existing use of "Bar or Tavern" has been at this location for many years and became a Legal Non-conforming Use when the current Zoning Ordinance was adopted in 2009.

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 City Council approve the Special Exception due to the hardship of current zoning regulations.

The City Council may:

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

ATTACHMENTS:

- 1. Complete Packet 21-23-SE
- 2. Excerpt GPC Meeting 6.3.21 (#21-23-SE)

Excerpt from June 3, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, PID #82436380.000 (GPC Case No. 21-23-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that this was an existing bar & grill which had been at this location for years and was grandfathered in when the zoning was changed to a MURC-1 Mixed Use Recreation Commercial Zoning District. A bar and grill would not ordinarily be allowed in a MURC-1 District. Because the bar and grill is a legal non-conforming structure the applicant must have permission by the City Council to expand the structure. Mr. Ankerson also advised there is an older mobile home located at the back of the property and will be removed before a permit is issued for the requested project.

REQUEST:

The Planning Department has received a request by Lone Palm, Inc. dba Ton 80 Bar & Grill for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, PID #82436380.000 (GPC Case No. 21-23-SE). The application fee of \$250 was paid on April 19, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

1. Location: 1512 Highway 90, PID #82436380.000 (See Exhibit A)
2. General features of the proposed project:
Existing Bar & Grill located on a 1.96 acre parcel
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and MURC-1 Mixed Use Recreation Commercial.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant property to the North and West. Automobile Gas Station to the East.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High 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: *My business has grown beyond existing building capability. I need the added space to accommodate the growing business I have built.*

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: *My business has worked in harmony with the surrounding neighborhood. As well as we do several benefit events to help with the local community.*

Staff Finding: *Staff finds that that the existing use is not in harmony with the Unified Development Ordinance, however; the Special Exception is for an addition to an existing business and it is our opinion that the addition 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 building has always been a bar and is grandfathered in. The zoning prohibits me from expanding my business without a Special Exception.*

Staff Finding: *Staff finds that the existing use of "Bar or Tavern" has been at this location for many years and became a Legal Non-conforming Use when the current Zoning Ordinance was adopted in 2009.*

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:

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 - (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.

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

Chris Terrell, representative for Lone Palm, Inc. and Ton 80 Bar & Grill, stated that due to Covid regulations put in place this past year and the fact that his business is growing he felt he needed to enlarge the bar & grill area for the safety of his customers.

Commissioner Davis asked Mr. Ankerson if a bar & grill would be allowed in a C-3 Highway Commercial District which is just to the east of the subject property.

Mr. Ankerson advised that it was allowed in a C-3 District.

Commissioner Ward asked if there would be any other improvements required other than the old mobile home being removed.

Mr. Ankerson stated that because of the expansion they would be adding square footage which means the parking requirements would increase so they would have to bring the amount of parking spaces and surface up to code. Mr. Ankerson also stated that they may have to have some kind of retention depending on how much hard surface would be added for the additional parking spaces. They would have to make sure storm water drainage from the property post-development does not exceed pre-development drainage.

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 Special Exception due to the hardship of current zoning regulations.

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

June 3, 2021

GPC #21-23-SE

Lone Palm, Inc. dba Ton 80 Bar & Grill

1512 Highway 90

VII. NEW BUSINESS

1. Consider a request by Lone Palm, Inc. dba Ton 80 Bar & Grill for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, PID #82436380.000 (GPC Case No. 21-23-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: May 24, 2021
Subject: Consider a request for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, (GPC Case No. 21-23-SE)

REQUEST:

The Planning Department has received a request by Lone Palm, Inc. dba Ton 80 Bar & Grill for a Special Exception for a 30' x 60' addition to a legal non-conforming structure at 1512 Highway 90 in a MURC-1 Mixed Use Recreation Commercial Zoning District, PID #82436380.000 (GPC Case No. 21-23-SE). The application fee of \$250 was paid on April 19, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-1 Mixed Use Recreation Commercial.

1. Location: 1512 Highway 90, PID #82436380.000 (See Exhibit A)
2. General features of the proposed project:
Existing Bar & Grill located on a 1.96 acre parcel
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): MURC-1 Mixed Use Recreation Commercial.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and MURC-1 Mixed Use Recreation Commercial.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant property to the North and West. Automobile Gas Station to the East.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High 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: *My business has grown beyond existing building capability. I need the added space to accommodate the growing business I have built.*

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: *My business has worked in harmony with the surrounding neighborhood. As well as we do several benefit events to help with the local community.*

Staff Finding: *Staff finds that that the existing use is not in harmony with the Unified Development Ordinance, however; the Special Exception is for an addition to an existing business and it is our opinion that the addition 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 building has always been a bar and is grandfathered in. The zoning prohibits me from expanding my business without a Special Exception.*

Staff Finding: *Staff finds that the existing use of "Bar or Tavern" has been at this location for many years and became a Legal Non-conforming Use when the current Zoning Ordinance was adopted in 2009.*

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.
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 - 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
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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

21-23-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: Lone Palm, Inc. (Real property owner)

Name of Business:
Ton 80 Bar & Grill

Address: 1512 Highway 90, Gautier, MS 39553

PID 82436380.000

Mailing Address (if different):

Cterrellsr22@yahoo.com

(agent)

Email Address:

Phone: Cell Phone: 228 355-5976

Reason for request, location and intended use of Property: 30 foot x 60 addition on slab and Porch
to allow for more space for patrons

ATTACHMENTS REQUIRED AS APPLICABLE:

- x 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- x 2. Legal descriptions and street address.
- x 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- n/A 4. Copy of protective covenants or deed restrictions, if any.
- n/A 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.
- n/A 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- n/A 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant:

[Signature]
PRES. LONE PALM, INC.

FOR OFFICE USE ONLY

Date Received 4-19-21 Verify as Complete SA

Fee Amount Received 250.00

Initials of Employee Receiving Application BR

Date of Application: 4-7-2021I, Lars T. Fuller, Pres. Lone Palm, Inc., the fee simple owner of the following

described property (give legal description):

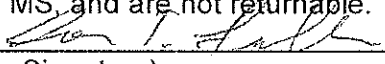
A tract of land situated in Section 36, Township 7 South, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as Commencing at Northeast corner of the Northeast quarter of the Southeast quarter of Section 36; thence North 89 degrees 43 minutes West along the North line of said quarter 565.00 feet to the Point of Beginning; thence South 0 degrees 17 minutes West 765.79 feet; then North 75 degrees 15 minutes West 340.81 feet; thence North 0 degrees 17 minutes East 680.65 feet to the South line of Third Addition to Suters Camp Subd. (Plant Book 6, page 17); thence South 89 deg. 43 min. East along said line 330.00 feet to the Point of Beginning

hereby petition to the City of Gautier to Grant a Special Exception of _____ Shown as
uses _____ in the applicable zoning district _____ Tract 2 on the
attached Plat

and affirm that Chris Terrell 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.


(Owner's Signature)

The foregoing instrument was acknowledged before me this 7 day of _____April, 2021 by Lars T. Fuller_____, who is personally known to me or has produced CA Drivers License

_____, as identification and who did take an oath.

Jennifer Ligon
(Printed Name of Notary Public)

Please See Attached Document
(Signature of Notary Public)

Commission # 2342643 My commission expires Jan 20, 2025

(Notary's Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of: Santa Clara

On April 7, 2021

Date

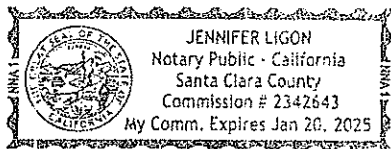
before me, Jennifer Ligon, Notary Public

Here Insert Name and Title of the Officer

personally appeared Lars T. Fuller

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Exception Hearing Application

Document Date: April 7, 2021 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lars T. Fuller

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

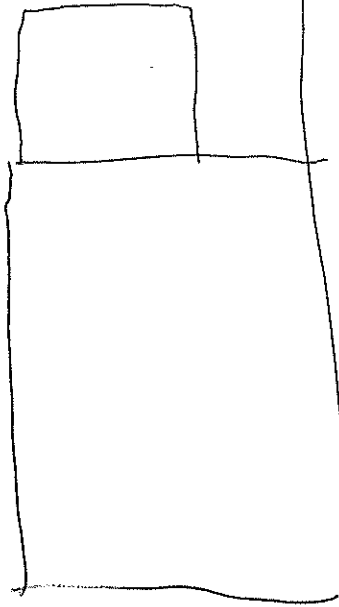
SPECIAL EXCEPTION

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? My business has grown beyond existing building capability. I need the added space to accommodate the growing business I have built.
- 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? My business has worked in harmony with the surrounding neighborhood. As well as we do several benefit events to help with the local community.
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant? The building has always been a bar and is grandfathered in. The zoning prohibits me from expanding my business without a special exception.

I propose to add on to the existing building 30 x 60 ft. a total of 1800 sq. ft. The exterior will match the existing building and all work will be performed by licensed contractors.

Hwy 90



existing
building

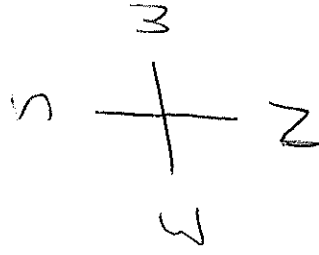
proposed

addition
or
slab

on

to

on



Add on 1800 sq. ft
to accommodate more
pool tables, dart boards,
& customers.

POST 1 SOUTH OF
LINE

QUAD LINE PERTRACT 2
UP SOUTH OF
LINE

COMMISSIONING POINT
NE COR OF NE 1/4
OF THE SE 1/4 OF
SEC. 34, T7S, R7W

NORTH
SCALE 1" = 100'
CLASS B SURVEY
DATE OF FIELD SURVEY
JULY 14, 2005

E/P - EDGE OF PAVEMENT
R/W - RIGHT-OF-WAY
B/C - BACK OF CURB

REFERENCE MATERIALS

DB 186, PG 455
DB 186, PG 457

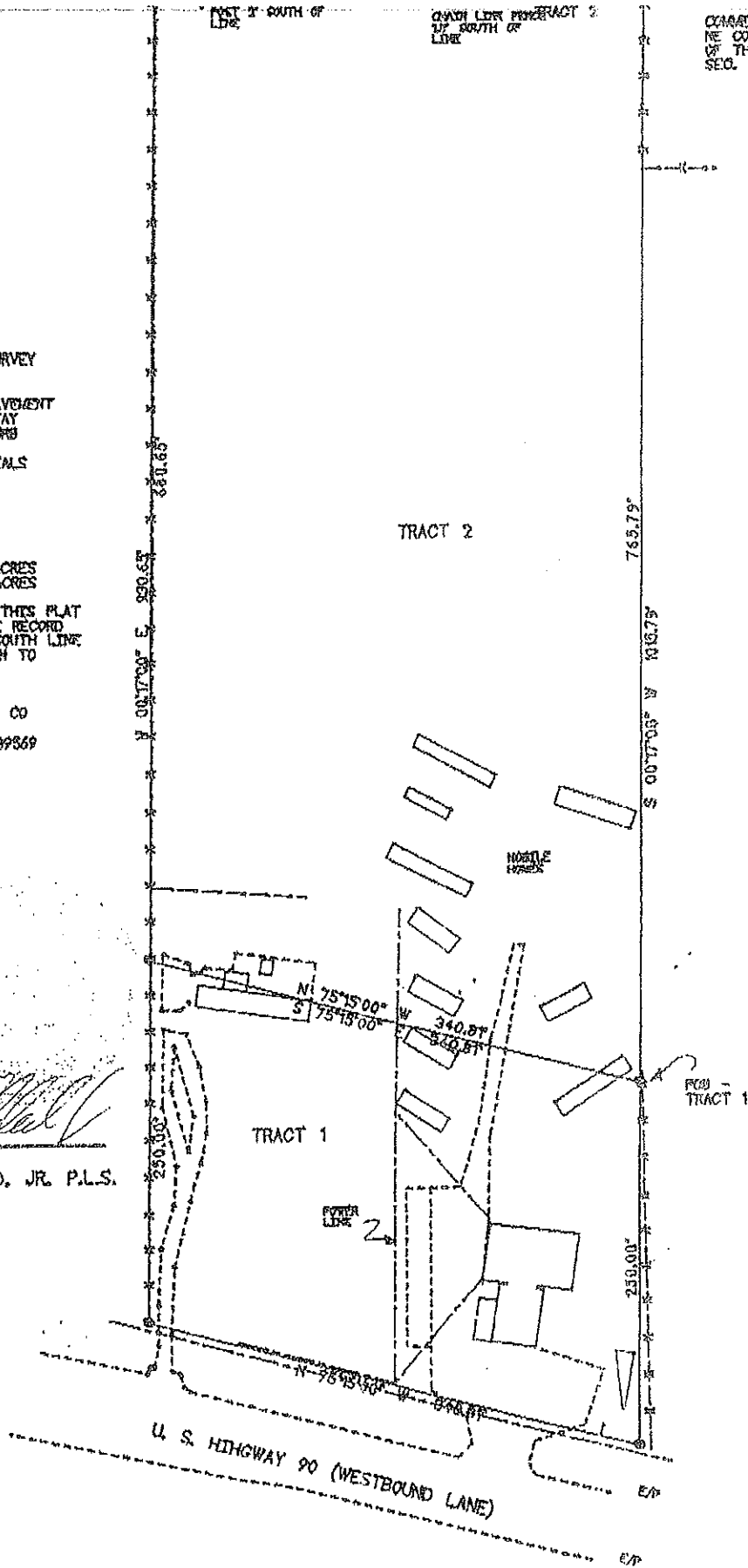
AREA -

TRACT 1 - 1.89 ACRES
TRACT 2 - 3.48 ACRES

ALL BEARINGS ON THIS PLAT
ARE BASED ON THE RECORD
BEARING OF THE SOUTH LINE
OF THIRD ADDITION TO
SUTHERS CAMP S/D,
PG 4, PG 17

ALDRED SURVEYING CO
P.O. BOX 2201
PASCAGOULA, MS 39369
228-762-7374
A05219A

LEWIS ALDRED, JR. P.L.S.
JULY 26, 2005



82436380.000 LONE PALM INC

PIDN: 82436380.000

GISP: 777.36-04-0017.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: LONE PALM INC

Name 2:

Mailing Address: 60 N KEEBLER AVE

SAN JOSE CA

95126

Site Address: 1512 HWY 90 GAUTIER

Land Information

Section: 36

Acreage: 1.96

Township: 7S

Range: 7W

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 41346

Total Appraised Value: 275640

Improvement Value: 66100

Land Value: 209540

Tax Amount: 6069

SQ FT: 3628 Year Built: 1968

Legal Description

Description: COM NE COR NE1/4 SE1/4 W 565'
S 765.79' TO POB S 250' TO N/M
HWY 90 N 75 DEG W 340.81' N 250'
S 75 DEG E 340.81' TO POB
DB 1401-774 (17 MAP777.36-04)
'PER SURVEY'

Deed Book / Page: 1401 / 774

82436380.000 LONE PALM INC

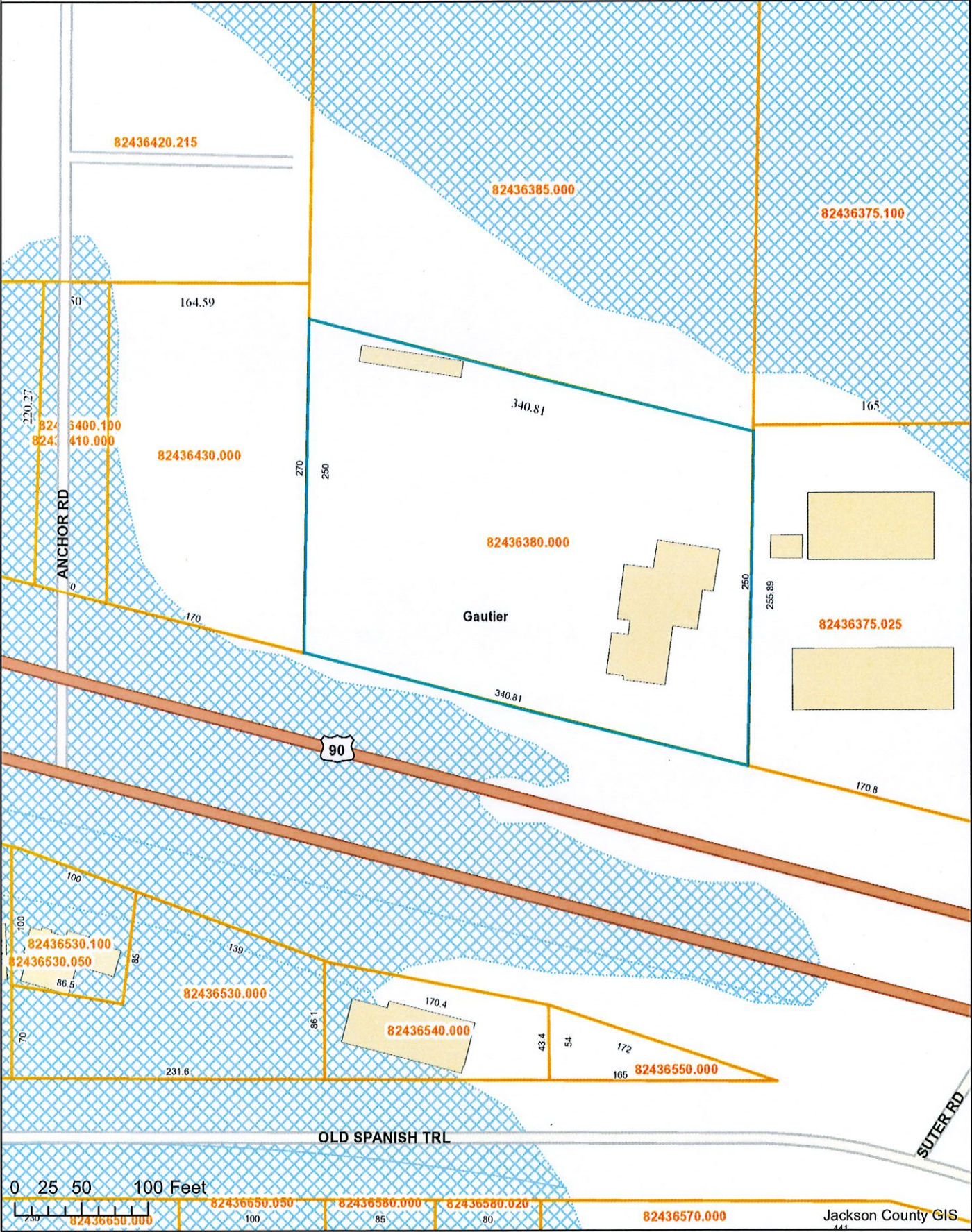


Exhibit A Location Map

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

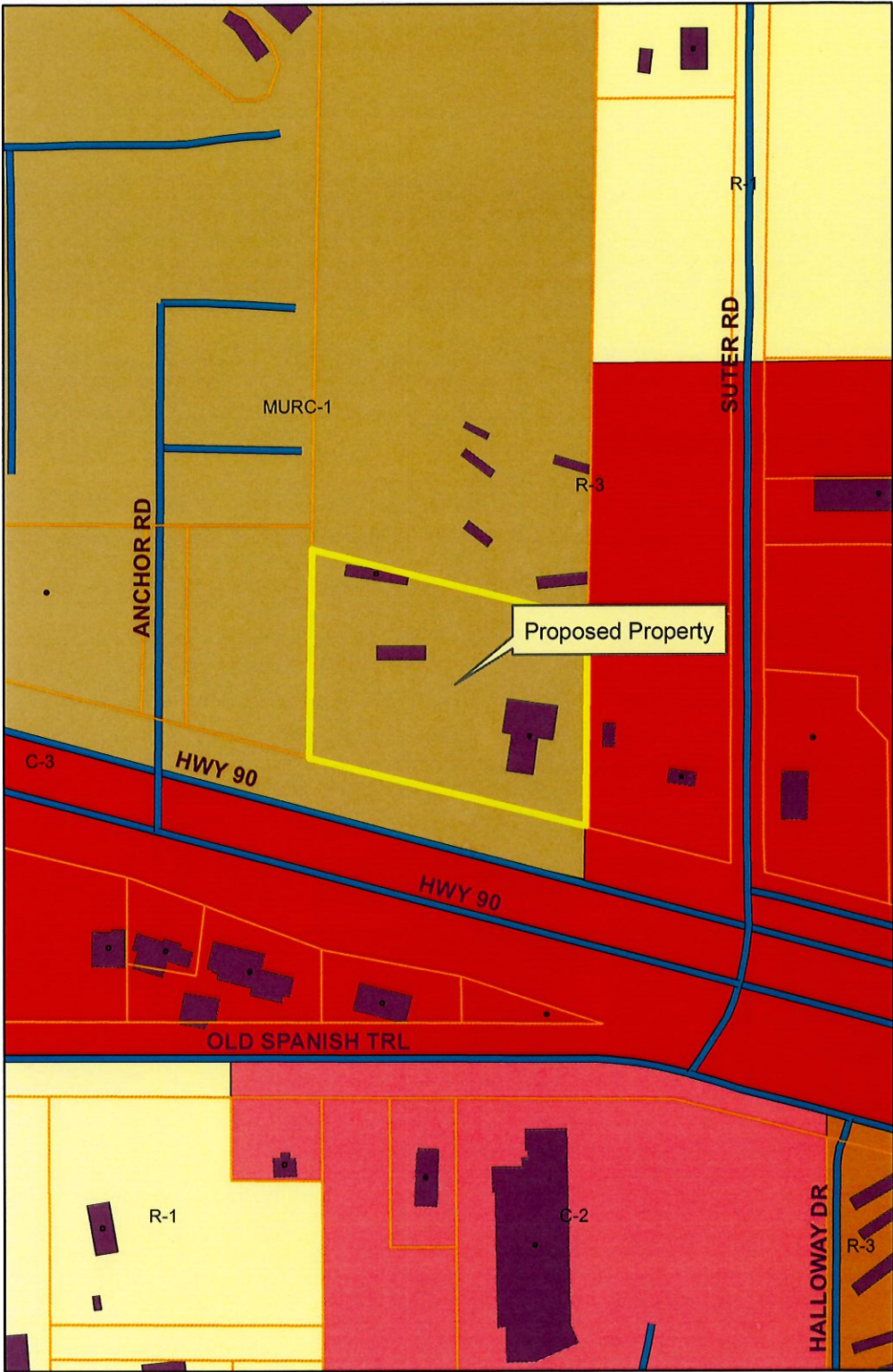


Exhibit C Existing Land-Use

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

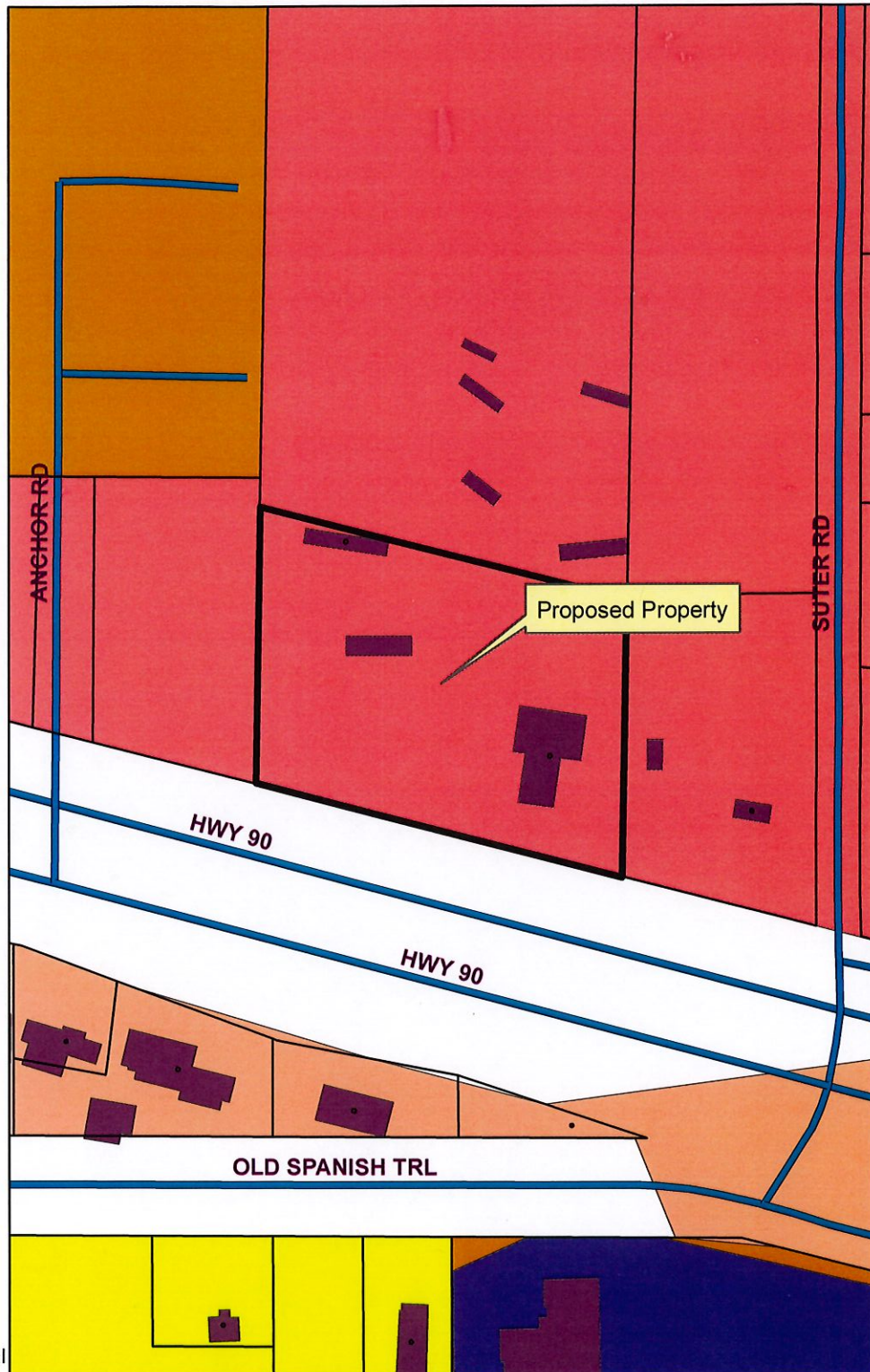
Prepared By:
City of Gautier
Planning Department

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 #4
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Approval of a request for a Home Occupation Permit allowing a private professional home office for a Property Rental Business at 3677 Mackeral Drive, Gautier, MS, (GPC Case 21-24-HO)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 Ext. 312

Summary Explanation: Approval of a request for a Home Occupation Permit allowing a private professional home office for a Property Rental Business at 3677 Mackeral Drive, Gautier, MS (GPC Case 21-24-HO).

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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 a Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2021

WHEREAS, the owner of 3677 Mackeral Drive, (PID#86304192.000) has requested a home occupation permit for a private professional home office for a Property Rental Business, which is zoned residential R-1; and

WHEREAS, all public notices requirements have been met; and

WHEREAS, the UDO defines a Home Occupation as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building.

WHEREAS, based on a review of the information presented to Planning Commission and Council, the Mayor and Council Members hereby find that all criteria under Section 6.7 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission recommendation to approve a home occupation permit at 3677 Mackeral Drive.

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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 6/9/2021
Subject: Consider a request for Home Occupation for a private professional home office for a rental business at 3677 Mackerel Drive (GPC Case 21-24-HO)

REQUEST:

The Planning Department has received a request from Barbara Aguillard, to allow a home occupation for a private professional home office for a rental business at 3677 Mackerel Drive, PID #86304192.000. The application fee of \$125 was paid on April 12, 2021. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by Barbara Aguillard to operate a private professional home office at 3677 Mackerel Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on April 14, 2021. The notification letter states; written objections must be received by 5:00 P.M. on Monday, April 26, 2021. Written objections must reference the above GPC Public Notice Number, and e-mailed to blogan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On April 23, 2021 the Planning Department received a written objection from Ms. Pam Bosarge of 3584 Mackerel Drive. Ms. Bosarge's objection to the home occupation is that there is a constant flow of traffic to Ms. Aguillard's "office" and that her renters race up and down Mackerel to get to her house.

The Planning Department also received a petition signed by several other neighbors who are against the home occupation.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines a Home Occupation as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building. A Home Occupation permit is non-transferable to future residents

UDO SECTION 6.7: Home Occupation

6.7.1 General Regulations

A Home Occupation is a gainful occupation conducted in a dwelling unit, for which an annual privilege license must be issued and that:

No stock in trade or commodity shall be sold on the premises.

There shall be no employment of help other than members of the resident family.

Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the Home Occupation.

There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such Home Occupation other than one (1) sign in accordance with regulations of Article XII not exceeding one (1) non-illuminated sign no larger than one (1)

square foot, mounted flush against the principal building.

No Home Occupation shall be conducted in any accessory building.

No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be off the street and other than in the required front yard.

No equipment or process shall be used in such Home Occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.

The Planning Director shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The Planning Director is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.

6.7.2 Home Occupations Permitted

The following occupations, subject to the requirements of the above section, may be permitted as Home Occupations:

Artist, sculptor, author

Catering Service when they are a part of operator's residence

Computer programming and word processing

Cooking and preserving

Dressmaker, seamstress, tailor, interior decorator

Home office

Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one (1) pupil per teacher at any given time

Private Professional Office

Telephone answering service

Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.

6.7.3 Prohibited Home Occupations

The following are not permitted as Home Occupations:

Animal hospitals or animal rescue operations

Child Care Facilities including kindergartens

Convalescent homes

Repair Shops requiring outside or major repair to equipment and/or vehicles

Coffee Shops, restaurants or any facility serving beverages or food to the public.

Boarding House

RECOMMENDATION:

The Planning Commission recommends City Council approve the Home Occupation as presented because it is allowed by the UDO.

The City Council may:

Approve the request as presented;

Approve the home occupation with changes; or

Deny home occupation request.

ATTACHMENTS:

1. Petition #2 objecting 21-24-HO
2. Complete Packet 21-24-HO
3. Excerpt GPC Meeting 6.3.21 (#21-24-HO)

This is in response to property at 3677 Mackeral Drive
 PID#869304192.000 Gautier Mississippi. We said No and No is what we
 meant. This is no residential neighborhood and we will not have a business of
 any kind in here. We have enough unwanted traffic as it is. If a special
 committee needs and overrides our wishes, we will follow with a Lawsuit.
 No means No. Y'all lied 4 years ago and said you were working on an
 abatement for that trailer and another one so that was a lie. No means No. we
 have enough trouble here with her rentals Ms. Charlene Bridges that lives at
 3705 said she will file a lawsuit against the city if this proceeds.

Signed Angry Tax Payers

Rach O. [Signature]

3708 Mackeral
Claudia [Signature]

Robert Fench

Jack Johnson

Stacey Thomas

Dominique Wilson

Tracy Thomas

Veronica Pardo

Jonathan Menendez

Kayla Brown

Laguana M's Laim

Mark Runk
Charlene Bridges

Excerpt from June 3, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Home Occupation for a private professional home office for a rental business at 3677 Mackerel Drive in a R-3 Mobile/Manufactured Home Residential Zoning District, PID #86304192.000 (GPC Case 21-24-HO)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that UDO Section 6.7.2 lists Home Offices and Private Professional Offices as permitted home occupations and that Section 6.7.1 states that no traffic shall be generated by a Home Occupation in greater volumes than would normally be expected in a residential neighborhood.

Mr. Ankerson reminded Commissioners that Home Occupations only come before the Planning Commission and Council if an objection is received. If a Home Occupation receives no objection it is approved through the Planning Department.

REQUEST:

The Planning Department has received a request from Barbara Aguillard, to allow a home occupation for a private professional home office for a rental business at 3677 Mackerel Drive, PID #86304192.000. The application fee of \$125 was paid on April 12, 2021. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by Barbara Aguillard to operate a private professional home office at 3677 Mackerel Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on April 14, 2021. The notification letter states; written objections must be received by 5:00 P.M. on Monday, April 26, 2021. Written objections must reference the above GPC Public Notice Number, and e-mailed to blogan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On April 23, 2021 the Planning Department received a written objection from Ms. Pam Bosarge of 3584 Mackerel Drive. Ms. Bosarge's objection to the home occupation is that there is a constant flow of traffic to Ms. Aguillard's "office" and that her renters race up and down Mackerel to get to her house.

The Planning Department also received a petition signed by several other neighbors who are against the home occupation.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines a **Home Occupation** as: An occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building. A Home Occupation permit is non-transferable to future residents

UDO SECTION 6.7: Home Occupation

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- B.** There shall be no employment of help other than members of the resident family.
- C.** Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the Home Occupation.
- D.** There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such Home Occupation other than one (1) sign in accordance with regulations of Article XII not exceeding one (1) non-illuminated sign no larger than one (1) square foot, mounted flush against the principal building.
- E.** No Home Occupation shall be conducted in any accessory building.
- F.** No traffic shall be generated by such Home Occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such Home Occupation shall be off the street and other than in the required front yard.
- G.** No equipment or process shall be used in such Home Occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.
- H.** The Planning Director shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The Planning Director is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.

6.7.2 Home Occupations Permitted

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- D. Cooking and preserving
- E. Dressmaker, seamstress, tailor, interior decorator
- F. Home office
- G. Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one (1) pupil per teacher at any given time
- H. Private Professional Office
- I. Telephone answering service
- J. Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.

6.7.3 Prohibited Home Occupations

The following are not permitted as Home Occupations:

- A. Animal hospitals or animal rescue operations
- B. Child Care Facilities including kindergartens
- C. Convalescent homes
- D. Repair Shops requiring outside or major repair to equipment and/or vehicles
- E. Coffee Shops, restaurants or any facility serving beverages or food to the public.
- F. Boarding House

RECOMMENDATION & CONCLUSION:

Staff recommends that Planning Commission, if recommending approval, establish the finding of facts based on UDO Section **6.7**.

The Planning Commission may:

1. Recommend that City Council approve the request as presented;
2. Recommend that City Council approve the home occupation with changes; or
3. Recommend that City Council deny home occupation request.

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

Chairman Wooten asked the applicant to explain what she wanted to do as her Home Occupation.

Barbara Aguillard explained that the company she works for owns her property and other rental properties in her neighborhood which is why they approached her about collecting rent from their other properties. She stated that the extra traffic the objectors mentioned was probably her teenage son, who lives with her, and his friends.

Chairman Wooten noted that the objections/petitions were not on point and that the home/private professional office was a use allowed by right through the UDO. He stated that the issues brought up in the objection letter, such as speeding in the area, were issues to be handled by the Gautier Police Department.

Mr. Ankerson stated that in his opinion there needed to be proof that the increased traffic was caused by the Home Occupation and that the UDO allows the Planning Director to revoke the Home Occupation if they see someone is not obeying the criteria for a Home Occupation.

Commissioner Davis noted that even though there were petitions and a letter objecting to the Home Occupation there was no one present to speak against the request. Commissioner Davis also asked how many rental mobile homes Ms. Aguillard was responsible for.

Ms. Aguillard said there were thirty mobile homes but only twenty were rented.

Commissioner Ward noted that since the renters lived in the neighborhood, he would not consider the Home Occupation to be the cause of any extra traffic in the area.

ACTION TAKEN:

Chairman Wooten made a motion to recommend City Council approve the Home Occupation as presented because it is allowed by the UDO.

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

AYES: Jimmy Green
Joshua Ward
Paul Gainer
William Davis
David Wooten

Motion passed.

Commissioner Kay C. Jamison recused herself from voting because she knew/worked with the applicant.

Commissioner Claude Stubbs, who was attending by phone, was disconnected during the discussion and was not available to vote.

Gautier Planning Commission

Regular Meeting Agenda

June 3, 2021

GPC #21-24-HO

Barbara Aguillard

3677 Mackerel Drive

VII. NEW BUSINESS

1. Consider a request by Barbara Aguillard for a Home Occupation for a private professional home office for a rental business at 3677 Mackerel Drive in a R-3 Mobile/Manufactured Home Residential Zoning District, PID #86304192.000 (GPC Case No. 21-24-HO)

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: May 24, 2021

Subject: 3677 Mackerel Drive – Request for Home Occupation for a private professional home office for a rental business. (GPC Case 21-24-HO)

REQUEST:

The Planning Department has received a request from Barbara Aguiard, to allow a home occupation for a private professional home office for a rental business at 3677 Mackerel Drive, PID #86304192.000. The application fee of \$125 was paid on April 12, 2021. All public notice requirements have been met.

BACKGROUND:

The application/request for a Home Occupation was made by Barbara Aguiard to operate a private professional home office at 3677 Mackerel Drive. The application includes a narrative written by the applicant stating that no increased traffic due to the home office will be incurred. The narrative also states that the home office will not affect neighboring properties in any way. Public notice requirements in the form of notification letters to adjoining property owners were mailed on April 14, 2021. The notification letter states; written objections must be received by 5:00 P.M. on Monday, April 26, 2021. Written objections must reference the above GPC Public Notice Number, and e-mailed to bogan@gautier-ms.gov, or be mailed to the Planning Department, P. O. Box 670, Gautier, Mississippi 39553-0670. Objectors will be notified of the results of this review. The Planning Department can be reached at 228-497-1878 should you have any questions.

DISCUSSION:

On April 23, 2021 the Planning Department received a written objection from Ms. Pam Bosarge of 3584 Mackerel Drive. Ms. Bosarge's objection to the home occupation is that there is a constant flow of traffic to Ms. Aguiard's "office" and that her renters race up and down Mackerel to get to her house.

The Planning Department also received a petition signed by several other neighbors who are against the home occupation.

DETERMINATION OF APPLICABLE LAW:

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- J. Any other similar use which the Planning Director determines is compatible. The Planning Director may elect to take any Home Occupation request to the Planning Commission for consideration.

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- E. Coffee Shops, restaurants or any facility serving beverages or food to the public.
- F. Boarding House

RECOMMENDATION & CONCLUSION:

Staff recommends that Planning Commission, if recommending approval, establish the finding of facts based on UDO Section 6.7.

The Planning Commission may:

1. Recommend that City Council approve the request as presented;
2. Recommend that City Council approve the home occupation with changes; or
3. Recommend that City Council deny home occupation request.

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

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

HOME OCCUPATION APPLICATION

Hearing Number

CDC

21-24-HO

TYPE OF REQUEST:

Home Occupation

X

FEE:

\$125.00

Name of Applicant:

Barbara Aguihard

Name of Business:

Address: 3677 Mackera/ Dr Mailing Address (if different):

Email Address:

Phone:

Cell Phone: 251-217-3747

Name of Proposed Business:

Type of Proposed Business: home office for rental business

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram showing dimensions of home and dimensions of area to be used for home occupation.
- ✓ 2. Legal description and street address. (This will be provided by City Staff)
- ✓ 3. A detailed project narrative.
- NA 4. Copy of protective covenants or deed restrictions, if any. (Mark as "N/A" if none are known)
- NA 5. Any other information requested by the Economic Development/Planning Director.
- NA 6. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s):

Barbara Aguihard

FOR OFFICE USE ONLY

Date Received

4/12/21

Verify as Complete

BL

Fee Amount Received

125-

Initials of Employee Receiving Application

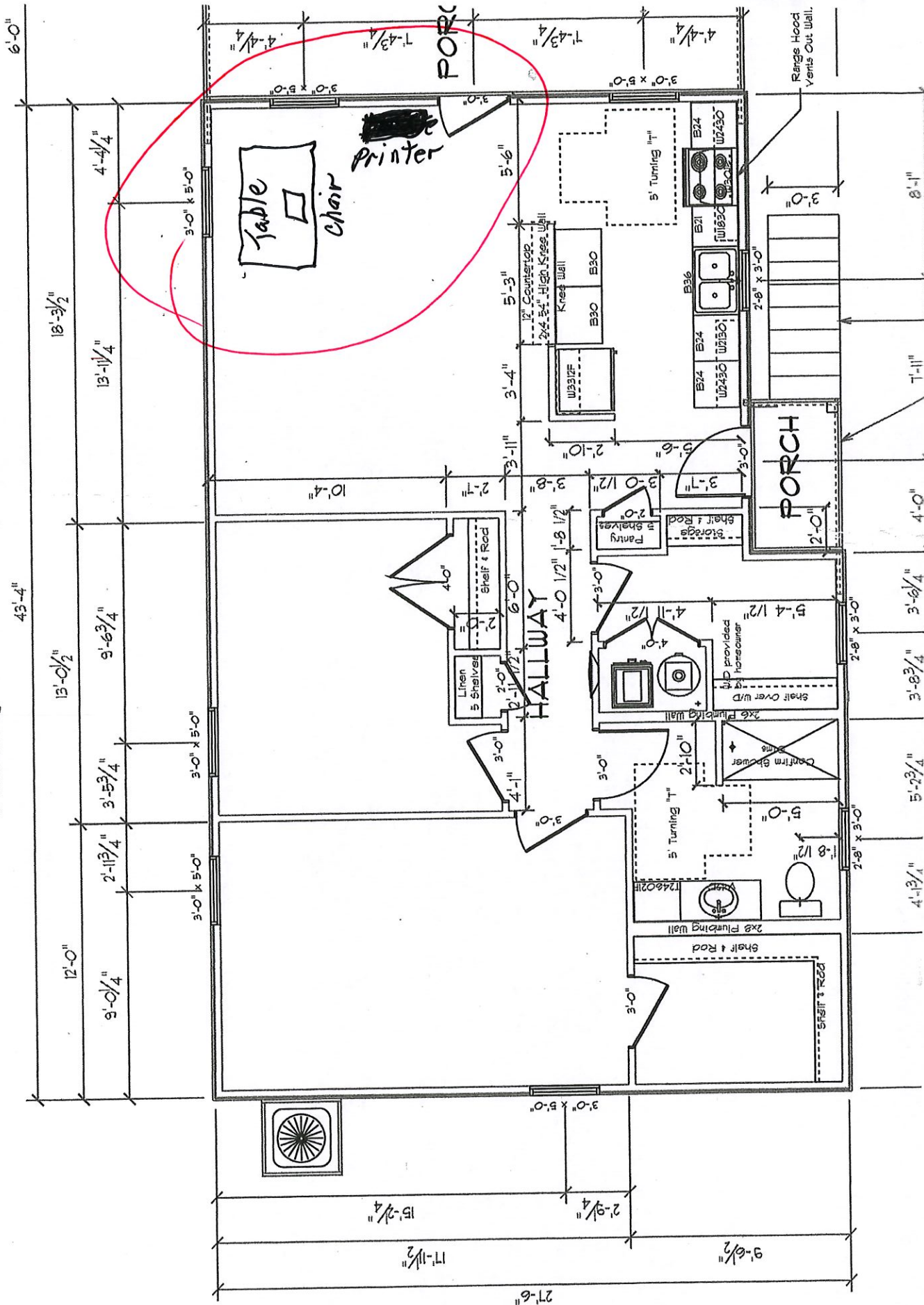
BL

Shed. Gasket used between bottom plate and subfloor at all walls (interior and exterior).

possible air gaps in exterior wall framing sealed with caulk prior to chwall
 visible top plates sealed with bead of caulk between two top plates
 exterior openings sealed with caulk between king & jack studs and around exterior window and door headers
 corners sealed with caulk between all studs in exterior corners.
 all leads and wall breaks sealed with bead of caulk.
 expansion foam used to seal around exterior windows and doors, electrical outlets and fixtures

that meets ASTM E814.

1. 2x4 Exterior walls with studs @ 16" O.C.
2. Interior walls framed with studs @ 24" O.C.
3. Roof rafters and ceiling joists framed @ 24" O.C.
4. Every other stud strapped to top plates with SP4 @ 32" O.C.
5. Every rafter connected to top plates with Simpson MTS2 (or equal)
6. Min 7/16" Windstorm OSB sheathing extends from top plates to bottom of bottom/ all plate.
7. Min 7/16" Windstorm OSB nailed at 4" O.C. along edges and 8" OC in field.
8. OSB wall sheathing min 3/8" at all corners. Add extra studs if needed.
9. Ladder blocking (24" OC) used as noted for exterior walls for wall leads.
10. Ladder blocking (24" OC) on interior walls where possible.



HOME OCCUPATION NARRATIVE – Describe the proposed Home Occupation. Include what type of business (such as online, off site sales, mobile, etc.). Use the space below or provide a separate sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

I go to tenants house and collect rent.
make deposits & keep records. Pass on
maintenance requests via text messages.
no outside traffic nothing will affect
the neighbors

Barbara (Babs) Logan

From: PAM BOSARGE <gatorlady69@cableone.net>
Sent: Friday, April 23, 2021 8:55 AM
To: blogan@gautier-ms.gov
Subject: Office on Mackerel

Mr. Logan,

I am writing to you today concerning Barbara Aguiard. She is applying for a license to have an office on Mackerel Drive to run it as trailer park. However, this is not a trailer park like Isle of Pines or Anchor Trailer Park (which she used to manage). It is a neighborhood with privately owned lots that also happen to include some trailer rentals.

In the last two or more years since she's been doing this under the radar, it has caused many problems. We have a documented history of trouble with several of the renters. She is a convicted felon and rents to less than savory characters, who race up and down Mackerel to get to her house. There is a constant flow of traffic that can be traced to her and her "office."

Please do not grant her this license and make what she is doing legal. It would be a poor reflection on the city and a give those of us on Mackerel little legal recourse should certain situations arise.

My contact information is listed below if you have any questions or would like to discuss this further. Additionally, as this very much affects my home, I would appreciate it if you would keep me updated on the situation as it develops.

Thank you. I look forward to hearing from you.

Sincerely,

Pam Bosarge
3584 Mackerel Drive
Gautier, MS39553
gatorlady69@cableone.net
228.209.1209

To whom it may concern,

PETITION

We the signed are saying NO this better not take place in concerns to 3677 Mackerel Dr PID #86304192.000 Gautier Ms. The mobil home is full of mold and rats . We want it gone.

Angry Tax
payers

1. ~~Terrell Hubert~~ 3728 MACKERAL DR

2. Rachel D. Qin 3739 mackeral Dr

3 Mitchel H. Ramboff 3721 MACKERAL DR
+ Robert Hoffert 3504 MACKERAL DR

4 CHARLENE BRIDGES 3705 MACKERAL DR

5 Aaron J. Griffin

6 Deb O Vance 3712 mackeral Dr.

RECEIVED
APR 26 2021
BY: *Sharon Bay*
12:00 pm

86304192.000 AGUILLARD BARBARA L

PIDN: 86304192.000

GISP: 872.03-01-0357.00M

Owner Information

Percent of Ownership: PERCENT_OF

Name: AGUILLARD BARBARA L

Name 2:

Mailing Address: 3677 MACKERAL DR
GAUTIER MS
39553

Site Address: 3677 MACKERAL DR GAUTIER

Land Information

Section: 03 Acreage: .00

Township: 8S

Range: 7W

Street Name MACKERAL
DR

Value and Tax Information

Total Assessed Value: 6691

Total Appraised Value: 66910

Improvement Value: 61660

Land Value: 5250

Tax Amount: 712

SQ FT: 1124 Year Built: 2018

Legal Description

Description: LOTS 173;174 & 175 POINT CLEAR
RIVIERA S/D SECT I PB 10-24
DB 1353-757 (357M MAP872.03-01)

Deed Book / Page: 1353 / 757

86304192.000 AGUILLARD BARBARA L

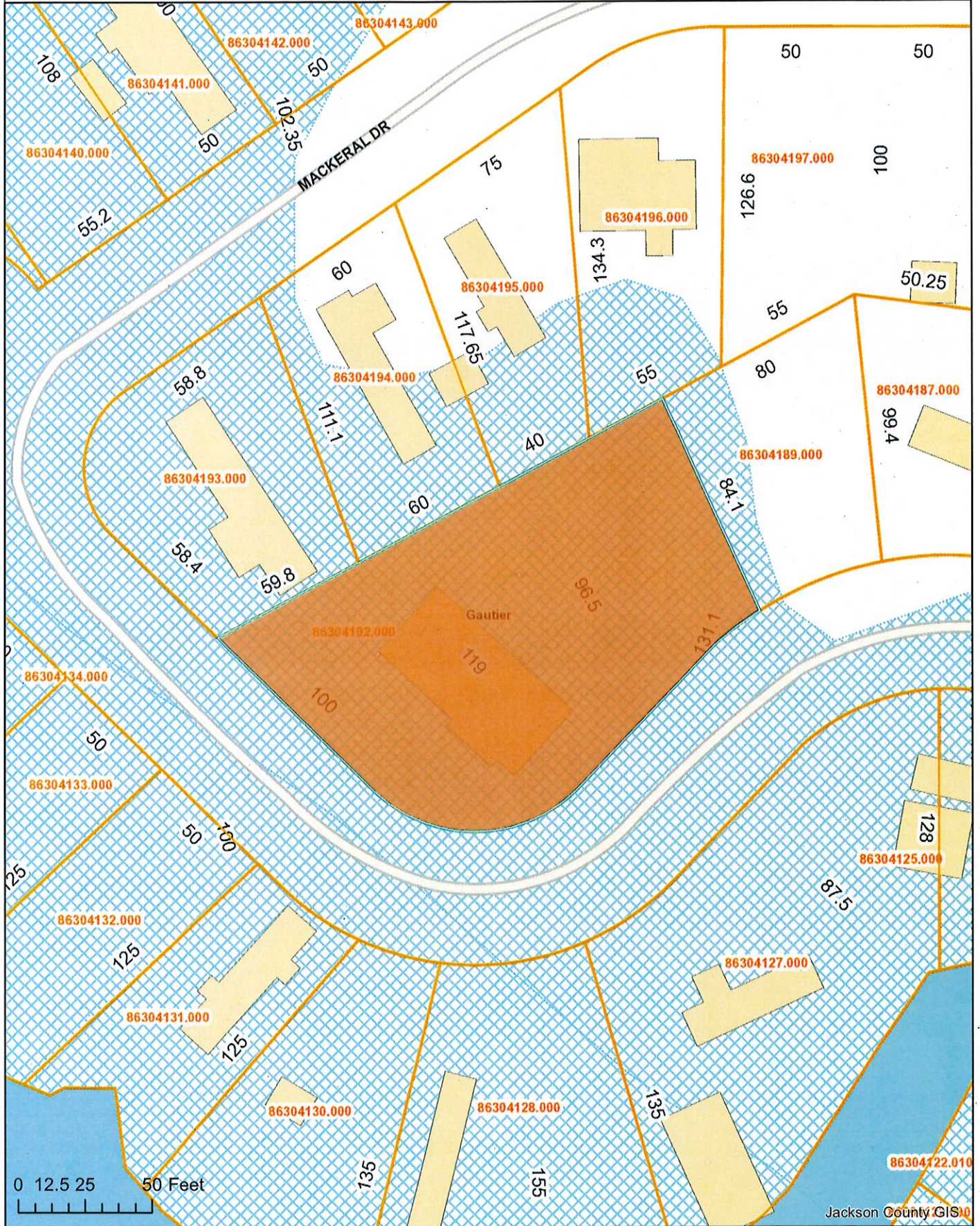


Exhibit A Location Map

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

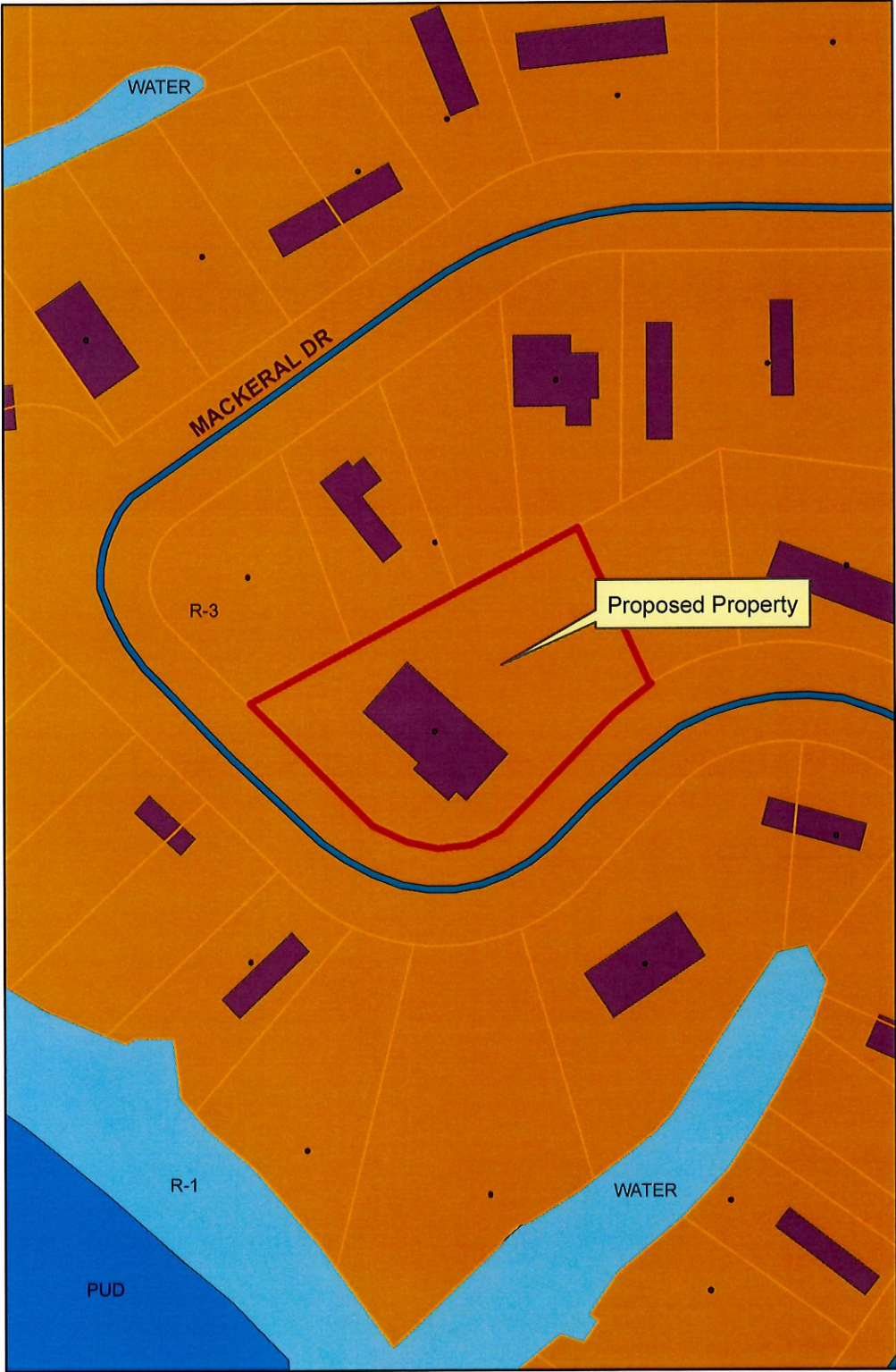


Exhibit C

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

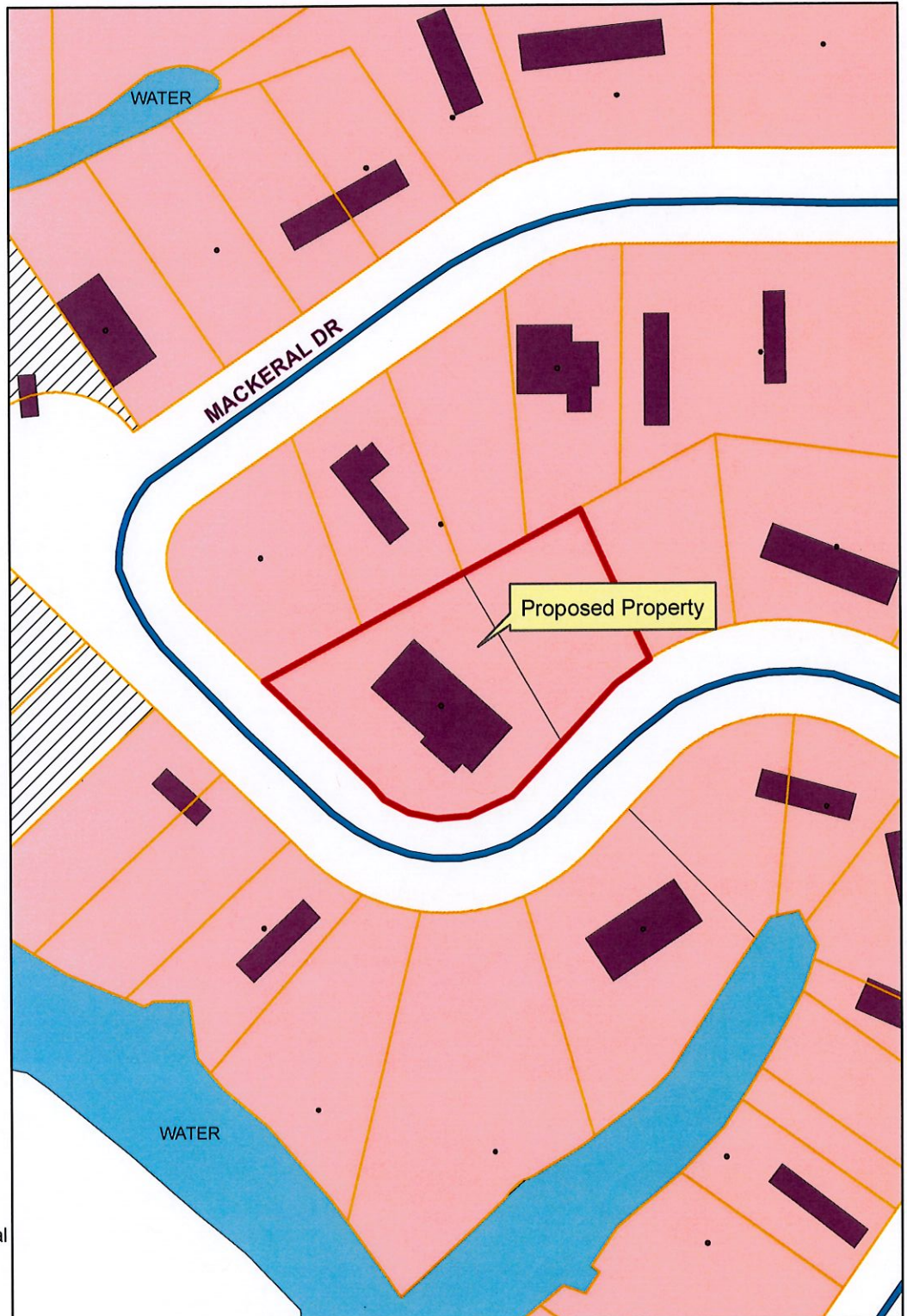


Exhibit D Future Land-Use

Prepared By:

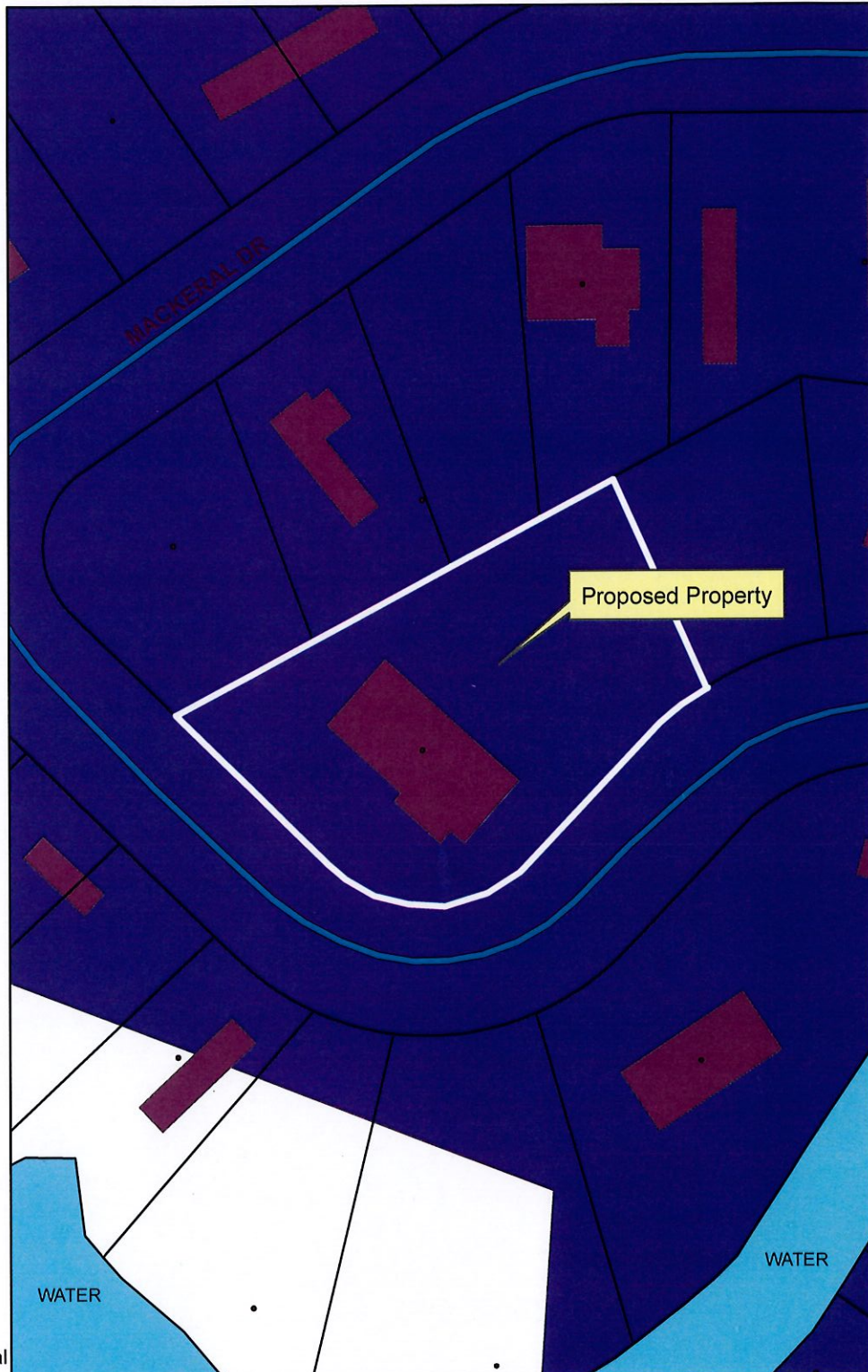
City of Gautier
Planning Department

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:

June 15, 2021
Consideration of a Conditional Use-Major Permit that would allow a Church in a C-1 Neighborhood Commercial Zoning District at 1901 Ladnier Road, Gautier, MS, (GPC Case No. 21-28-CU).

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a Church in a C-1 Neighborhood Commercial Zoning District at 1901 Ladnier Road, Gautier, MS, PID #82514150.100 (GPC Case No. 21-28-CU).

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
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 21-28-CU
1901 LADNIER ROAD – C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82514150.100**

WHEREAS, an application for a Conditional Use-Major Permit to allow a church in a C-1 Neighborhood Commercial Zoning District was submitted by William Terry Ladnier dba Ladnier Park; and

WHEREAS, the parcel subject to this Permit is located at 1901 Ladnier Road in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its June 3, 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 church, (is or is not) permitted as a Conditional Use-Major in a C-1 Neighborhood Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council (accepts or rejects) the recommendation of the Planning Commission and (approves or denies) the application submitted by William Terry Ladnier dba Ladnier Park on April 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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 6/9/2021
Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU)

REQUEST:

The Planning Department has received a request by William Terry Ladnier dba Ladnier Park for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU). The application fee of \$250 was paid on April 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-1 Neighborhood Commercial.

Location: 1901 Ladnier Road (See Exhibit A)

General features of the proposed project:

Total Area: Approximately 2 Acres

Small strip mall located on property

Existing Zoning – C-1 Neighborhood Commercial (See Exhibit B)

Existing Land Use – Small Strip Mall (See Exhibit C)

Comprehensive Plan Future Land Use Designation – Low Impact Commercial. (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: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-1 Neighborhood Commercial 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: The building is an existing building that has been in use since early 1970's. It is on approximately 2 acres of commercial property. In the building is a snow cone business since the 1980's, over 21 years. Another unit has picture frames and pictures and has been there before Katrina in 2005. The other

unit is a church which has also been there well before Hurricane Katrina. Down Ladnier Road to the south is an existing church, to the north on Ladnier Road is another existing church. This building and us have been a part of this community for many years. We also own most of the surrounding property.

Staff Finding: The proposed use is allowed in a C-1 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: Property values will not be affected in any way. We have been operating as a part of this community well before the City of Gautier was formed and values have increased and have not been affected. No threat to citizens as citizens are the users of the property and there are no businesses that pose any kind of a threat.

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: It has never been a traffic problem. Facing 4-lane Ladnier Road, and Graveline Road to the south. Traffic has always moved well and this will cause no change.

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: All are available and in use. Our building sets right beside the Ladnier Road Fire Station. The land was donated so the station could be built by my father.

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: Yes. We have been a business for this neighborhood for many years. As the neighborhood has grown, us and the few businesses on Ladnier Road have been a part and served them.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial.

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: There is no kind of hazards to people, land, or surrounding areas. There will be about a one-hour church meeting on Sundays by a small group of people. Could have future meeting on Wednesday nights, but not at this time.

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: Complies.

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 evidence in the record that all criteria had been met.

The City Council may:

Approve the Conditional Use-Major;

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.3.21 (#21-28-CU)
2. Complete Packet 21-28-CU

Excerpt from June 3, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from William Terry Ladnier dba Ladnier Park for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded the Commissioners that a church was a Conditional Use in every district in the city.

REQUEST:

The Planning Department has received a request by William Terry Ladnier dba Ladnier Park for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU). The application fee of \$250 was paid on April 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-1 Neighborhood Commercial.

1. Location: 1901 Ladnier Road (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 2 Acres
Small strip mall located on property
3. Existing Zoning – C-1 Neighborhood Commercial (See Exhibit B)
4. Existing Land Use – Small Strip Mall (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial. (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: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-1 Neighborhood Commercial 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: The building is an existing building that has been in use since early 1970's. It is on approximately 2 acres of commercial property. In the building is a snow cone business since the 1980's, over 21 years. Another unit has picture frames and pictures and has been there before Katrina in 2005. The other unit is a church which has also been there well before Hurricane Katrina. Down Ladnier Road to the south is an existing church, to the north on Ladnier Road is another existing church. This building and us have been a part of this community for many years. We also own most of the surrounding property.

Staff Finding: The proposed use is allowed in a C-1 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: Property values will not be affected in any way. We have been operating as a part of this community well before the City of Gautier was formed and values have increased and have not been affected. No threat to citizens as citizens are the users of the property and there are no businesses that pose any kind of a threat.

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: It has never been a traffic problem. Facing 4-lane Ladnier Road, and Graveline Road to the south. Traffic has always moved well and this will cause no change.

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: All are available and in use. Our building sets right beside the Ladnier Road Fire Station. The land was donated so the station could be built by my father.

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: Yes. We have been a business for this neighborhood for many years. As the neighborhood has grown, us and the few businesses on Ladnier Road have been a part and served them.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial.

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: There is no kind of hazards to people, land, or surrounding areas. There will be about a one-hour church meeting on Sundays by a small group of people. Could have future meeting on Wednesday nights, but not at this time.

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: Complies.

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:

Staff finds that the proposed use will be compatible and harmonious with the C-1 Neighborhood Commercial Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier’s Unified Development Ordinance.

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

Chairman Wooten noted there was already a church located in one of the suites at the subject location. He then asked the applicant to tell the Planning Commission what he was wanting to do.

Terry Ladnier stated that there was a small church group of about ten to fifteen people that were wanting to rent a suite. The group would meet for about an hour on Sundays. Mr. Ladnier stated that the other businesses in the strip mall would be closed on Sundays so there would be plenty of parking for the new church as well as for the existing church located in another suite.

Mr. Ankerson stated that an inspection would have to be made prior to the church being allowed to open and the number of parking spaces is one of the things that would be considered. He also noted that shared parking is allowed by the UDO.

Mr. Ladnier told the Commissioners that the existing church had been at that location since Hurricane Katrina in 2005 and that there were several other churches in the area.

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 Jamison made a motion to recommend that City Council approve the Conditional Use Major based on the evidence in the record that all criteria had been met.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 3, 2021

GPC #21-28-CU

William Terry Ladnier dba Ladnier Park

1901 Ladnier Road

VII. NEW BUSINESS

1. Consider a request by William Terry Ladnier dba Ladnier Park for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-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: May 24, 2021

Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU)

REQUEST:

The Planning Department has received a request by William Terry Ladnier dba Ladnier Park for a Conditional Use-Major that would allow a church in a C-1 Neighborhood Commercial Zoning District. 1901 Ladnier Road, PID #82514150.100, (GPC #21-28-CU). The application fee of \$250 was paid on April 15, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-1 Neighborhood Commercial.

1. Location: 1901 Ladnier Road (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 2 Acres
Small strip mall located on property
3. Existing Zoning – C-1 Neighborhood Commercial (See Exhibit B)
4. Existing Land Use – Small Strip Mall (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial. (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: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-1 Neighborhood Commercial 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: The building is an existing building that has been in use since early 1970's. It is on approximately 2 acres of commercial property. In the building is a snow cone business since the 1980's, over 21 years. Another unit has picture frames and pictures and has been there before Katrina in 2005. The other unit is a church which has also been there well before Hurricane Katrina. Down Ladnier Road to the south is an existing church, to the north on Ladnier Road is another existing church. This building and us have been a part of this community for many years. We also own most of the surrounding property.

Staff Finding: The proposed use is allowed in a C-1 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: Property values will not be affected in any way. We have been operating as a part of this community well before the City of Gautier was formed and values have increased and have not been affected. No threat to citizens as citizens are the users of the property and there are no businesses that pose any kind of a threat.

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: It has never been a traffic problem. Facing 4-lane Lادنier Road, and Graveline Road to the south. Traffic has always moved well and this will cause no change.

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: All are available and in use. Our building sets right beside the Lادنier Road Fire Station. The land was donated so the station could be built by my father.

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: Yes. We have been a business for this neighborhood for many years. As the neighborhood has grown, us and the few businesses on Lادنier Road have been a part and served them.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial.

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: There is no kind of hazards to people, land, or surrounding areas. There will be about a one-hour church meeting on Sundays by a small group of people. Could have future meeting on Wednesday nights, but not at this time.

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: Complies.

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:

Staff finds that the proposed use will be compatible and harmonious with the C-1 Neighborhood Commercial Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

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

Gpc 21-28-CU

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

Name of

Applicant: William Terry Ladnier PID 82514150.100
Name of Business: LADNIER PARK Phone: 228-224-4197
Property Address: 1901 LADNIER RD - Mailing Address (if Different): PO BOX 6043 VANDERLEAVE, MS 39565
E-Mail Address: high eagle124@yahoo.com -
Proposed Use Requiring Conditional Use: CHURCH-Group (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): William Terry Ladnier Date of Application: 4-14-21

FOR OFFICE USE ONLY

Date Received 4-15-21 Verify as Complete SA/BL

Fee Amount Received 250.00 Initials of Employee Receiving Application BL

I, William Terry Ladnier, the fee simple owner(s) of the following described property:

Address: <u>1901 Ladnier Rd Gautier, MS 39553</u>
Parcel ID No.: <u>82514150.100</u>

hereby petition to the City of Gautier to Grant a Conditional Use Major or Minor of _____ (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that William Terry Ladnier (name of agent) 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.

William T. Ladnier
(Owner's Signature)

Caroline Ladnier Bishop
(Owner's Signature)

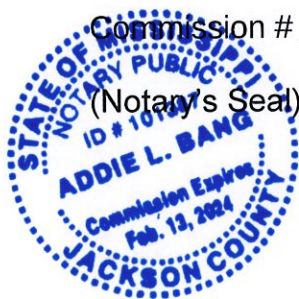
Notary Information:

The foregoing instrument was acknowledged before me this May day of 10th, 2021 by Caroline Ladnier Bishop, 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



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.

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

NARRATIVE

1. Yes –
2. The building is an existing building that has been in use since early 1970's. It is on approx 2 acres of commercial property. In the building is a snow cone business since the 1980's over 21 years; another unit has picture frames and pictures, and has been there before Katrina in 2005. The other unit is a church which has also been there well before Hurricane Katrina. Down Sadnier Rd to the south is an existing church, to the north on Sadnier Rd is another existing church. This building and us have been a part of this community for many years. We also own most of the surrounding property.
3. Property values will not be affected in any way. We have been operating as a part of this community well before the City of Gautier was formed and values have increased and have not been affected. No threat to citizens as citizens are the users of the property and there are no businesses that pose any kind of a threat.
4. It has never been a traffic problem. Facing 4 lane Sadnier Rd, and Haveline Rd to the south traffic has always moved well and this will cause no change.
5. All are available and in use. Our building sits right beside the Sadnier Rd Fire Station. The land was donated so the station be built by my father.
6. Yes we have been a business for this neighborhood for many years. As the neighborhood has grown us and the few businesses on Sadnier Rd have been a part and served them.

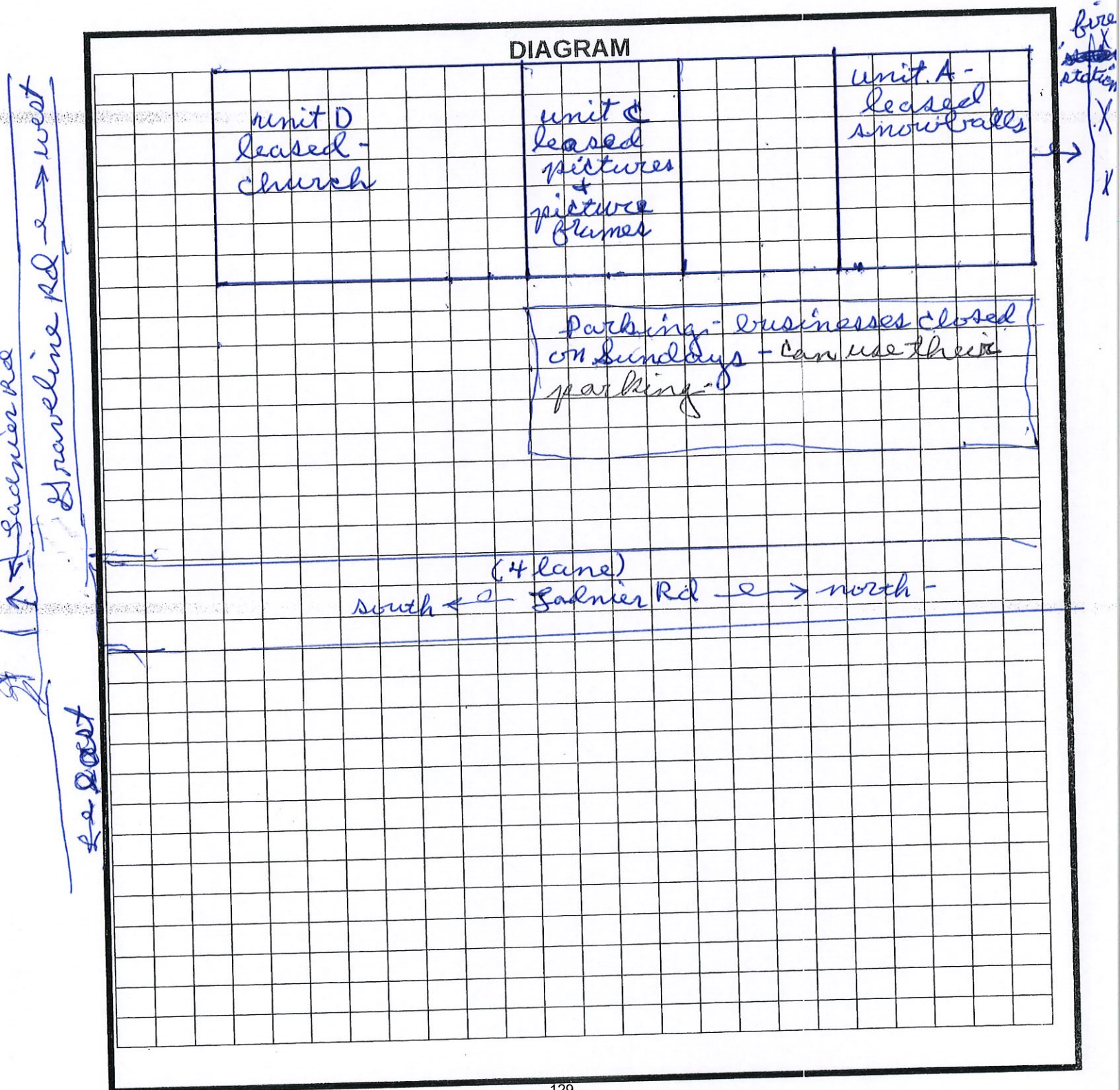
CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide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

NARRATIVE

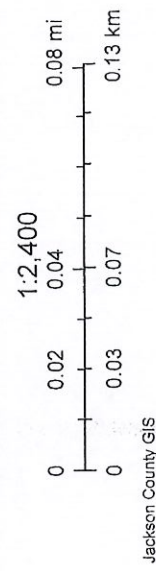
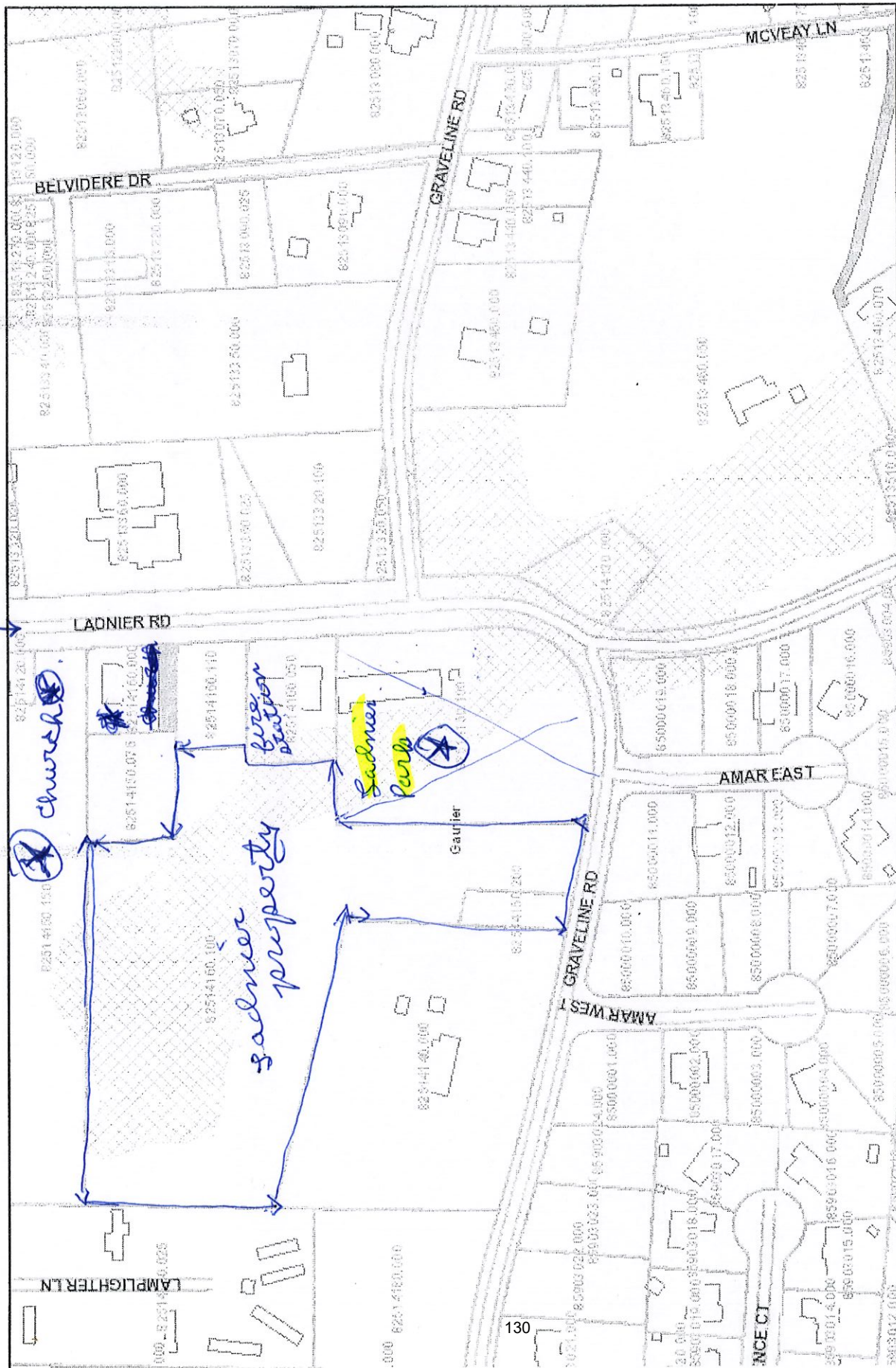
7. There is no kind of hazards to people, land, or surrounding areas. There will be about a one hour church meeting on Sundays by a small group of people. Could have future meeting on Wednesday nights, but not this time.

8. Applying -

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.



North
ArcGIS Web Map



page 1

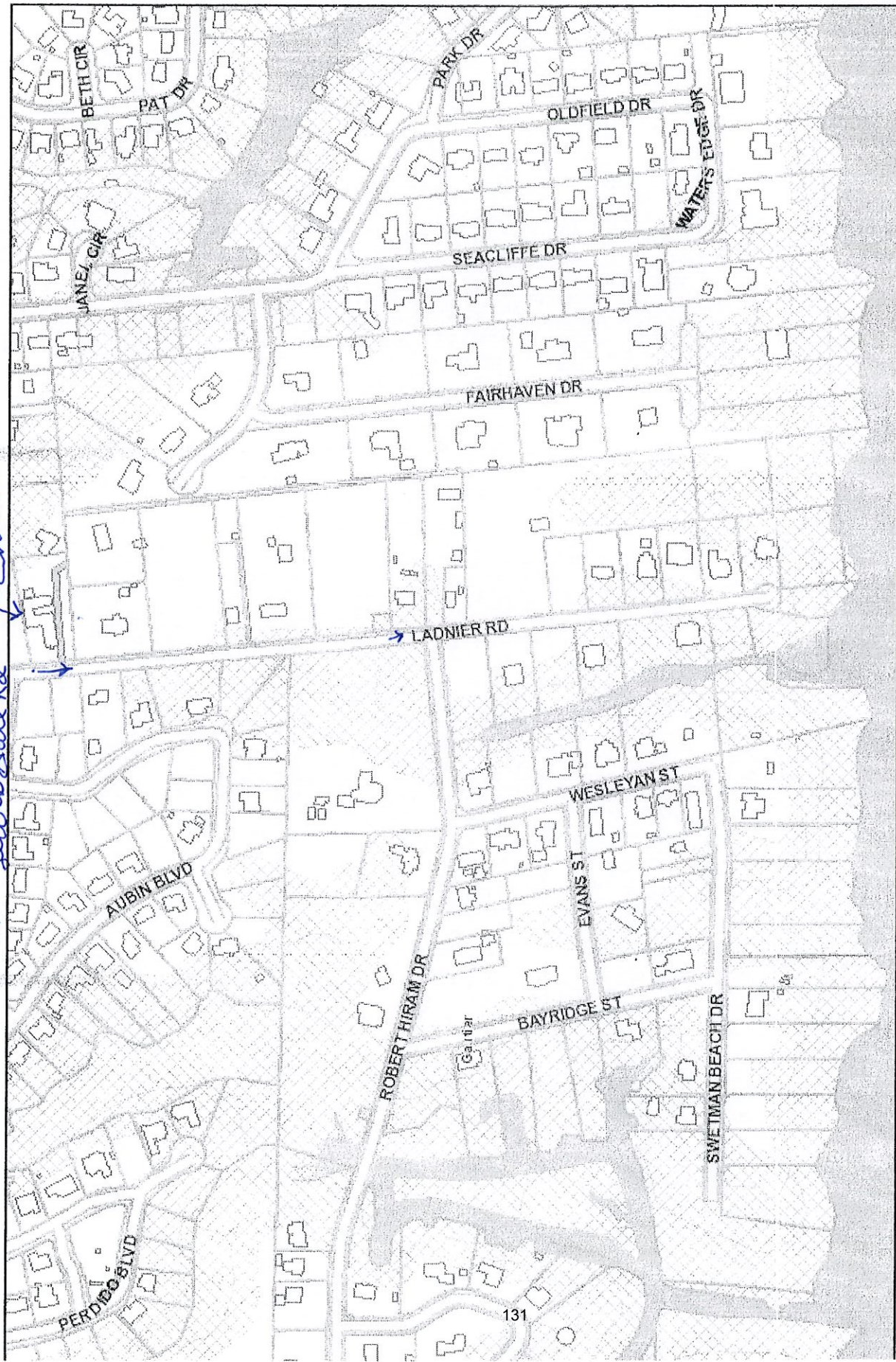
South

4, 2021

Parcels PrimaryRoads City Limits Major CenterLines

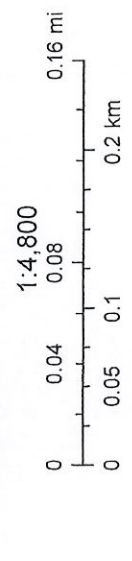
page 2 (south of Ladnier-Park)

ArcGIS Web Map * Church
Ladnier Rd



4, 2021

- Parcels
- Primary Roads
- Center Lines
- City Limits



Map Area: 0.16 mi

82514150.100 BISHOP CAROLINE ET AL

PIDN: 82514150.100

GISP: 871.02-04-0001.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: BISHOP CAROLINE ET AL

Name 2: C/O CAROLINE BISHOP

Mailing Address: 4610 WHISPER WAY

PENSACOLA FL

32504

Site Address: 1901 LADNIER RD GAUTIER

Land Information

Section: 02

Acreage: 2.06

Township: 8S

Range: 7W

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 24877

Total Appraised Value: 165840

Improvement Value: 90390

Land Value: 75450

Tax Amount: 3651

SQ FT: 4480 Year Built: 1960

Legal Description

Description: COM N/L CL SEC 14 & W/M LADNIER

RD S 4121.9' S1°E ALG W/M 125.07

S2°E 99.96' S 2°E 124.9' TO POB

W 200' W 67.5' S2°E 353.17' TO

N/M GRAVELINE RD N88°E 205.89'

N42°E 39.32' N19°E 56.63' N5°E

84.53' N2°W 178.72' TO POB

DB1171-3 DB1398-456 DB 1868-622

(1 MAP871.02-04) 'PER SURVEY'

Deed Book / Page: 1868 / 622

82514150.100 BISHOP CAROLINE ET AL

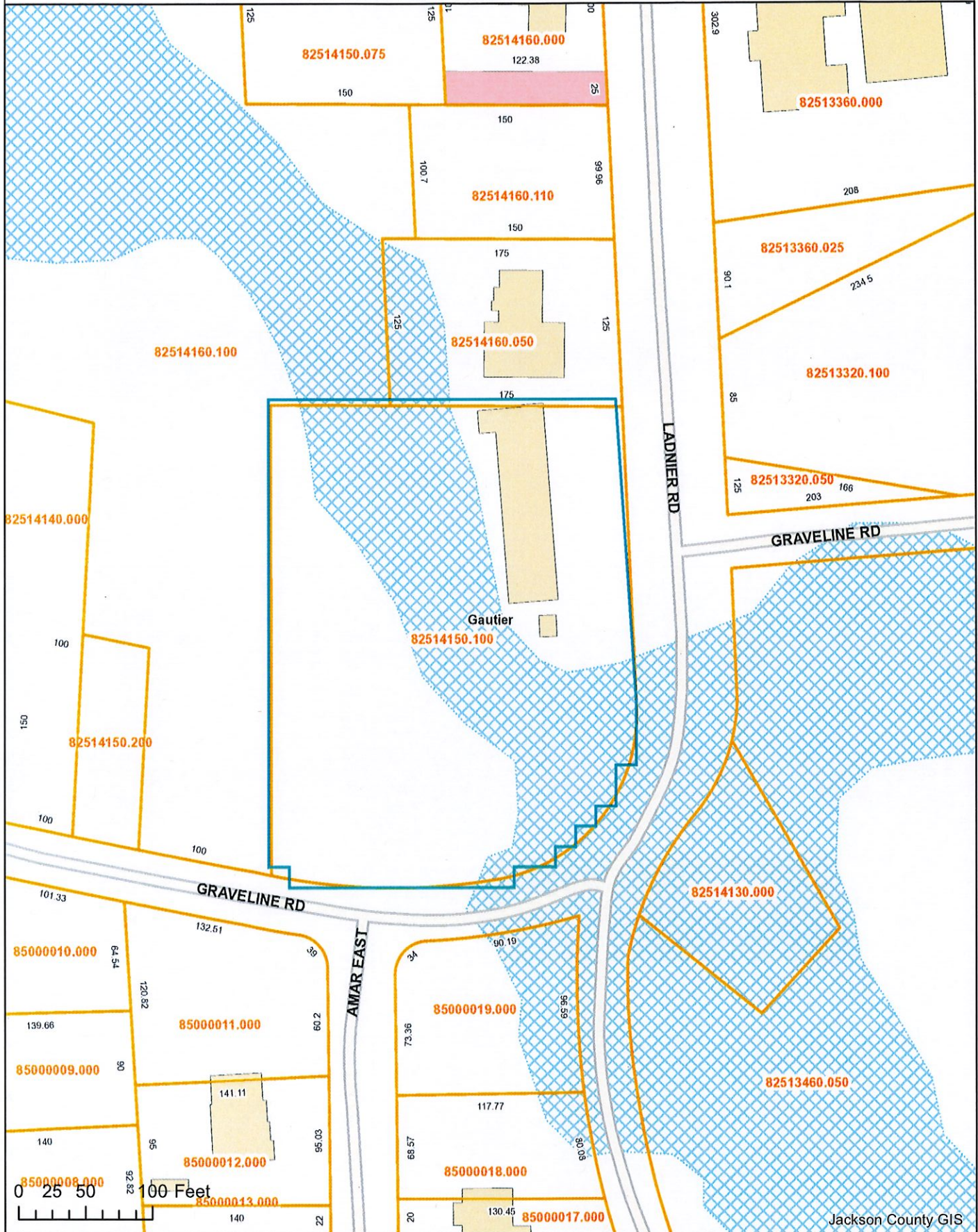


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

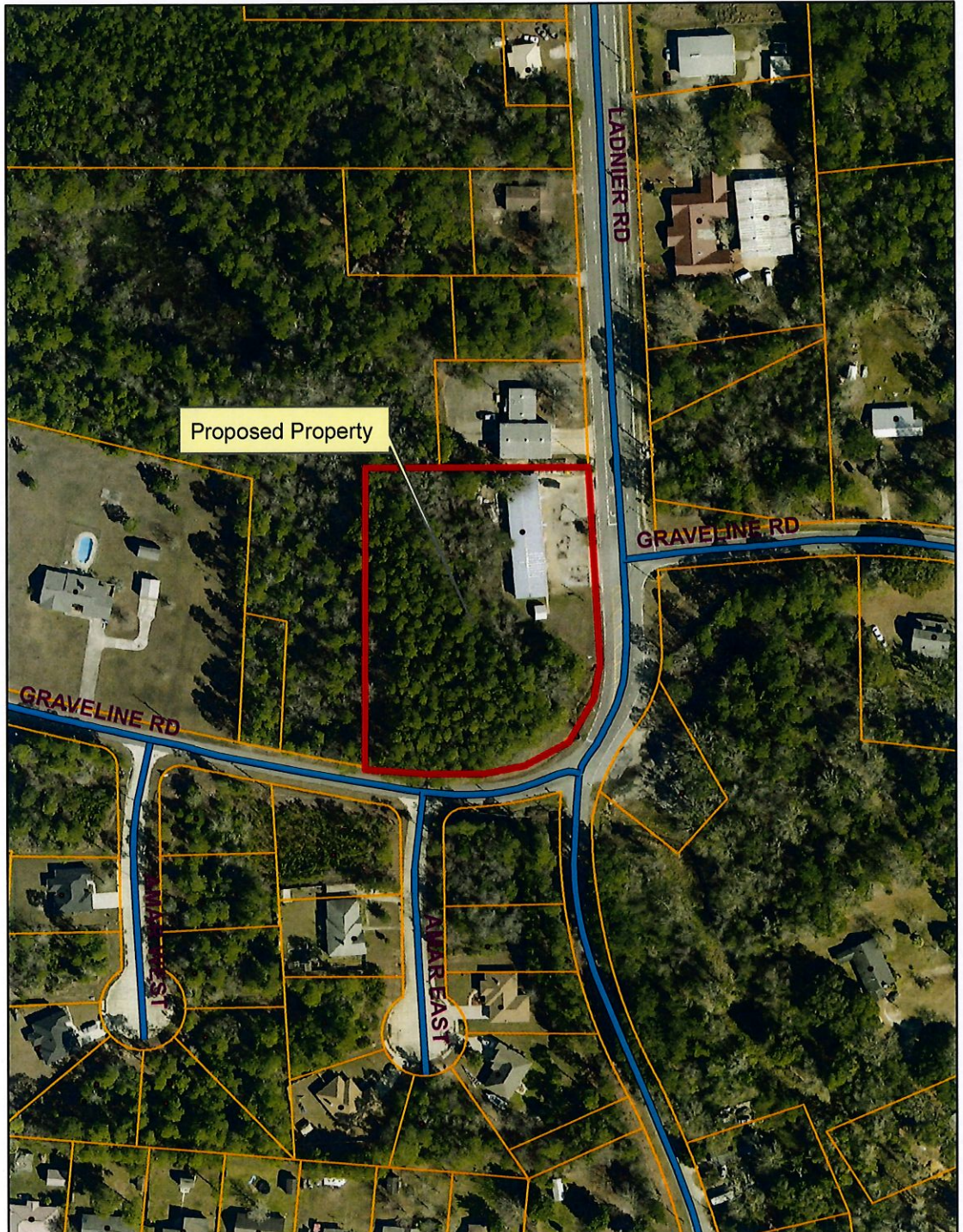


Exhibit B

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

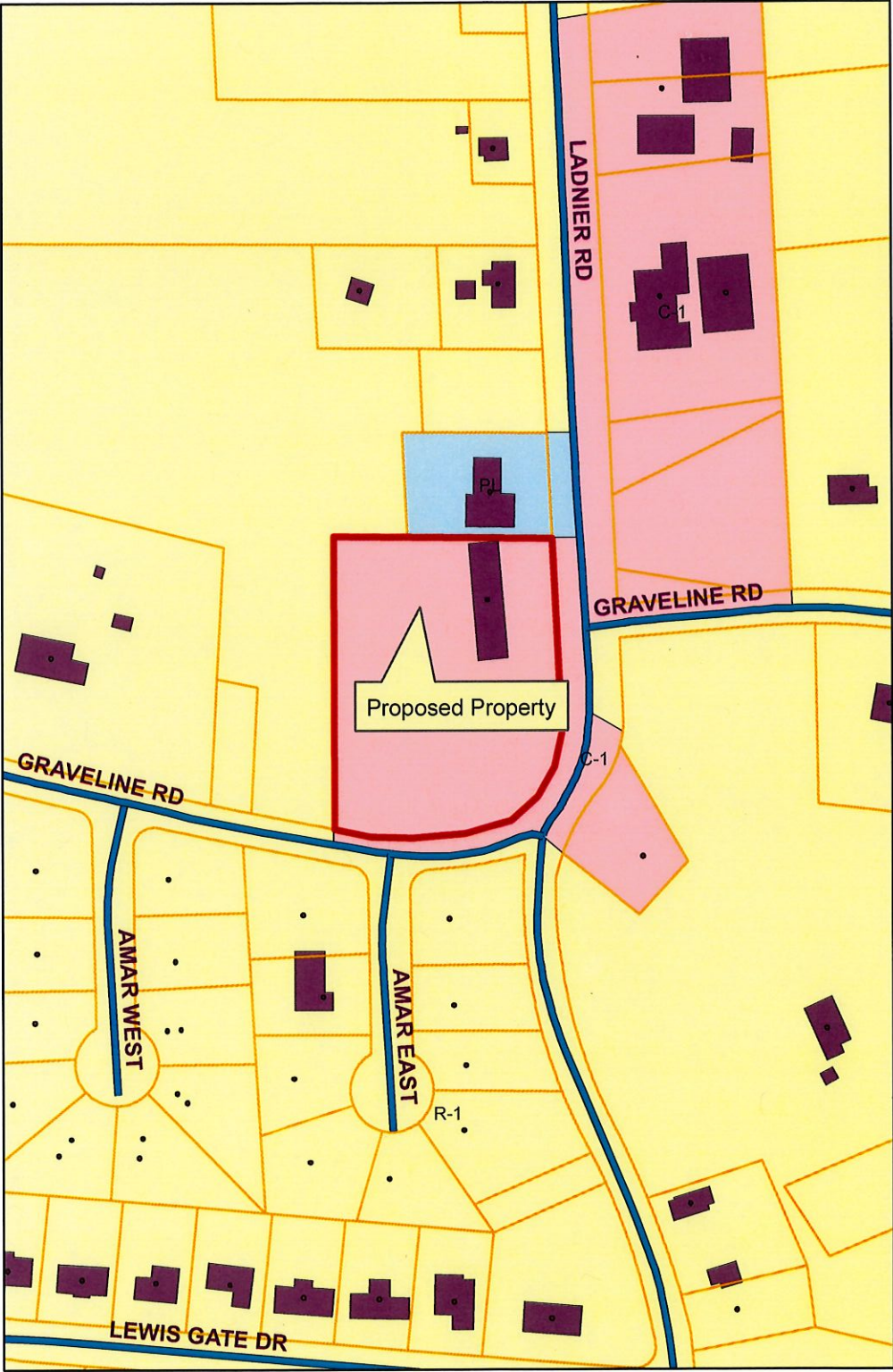


Exhibit C

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

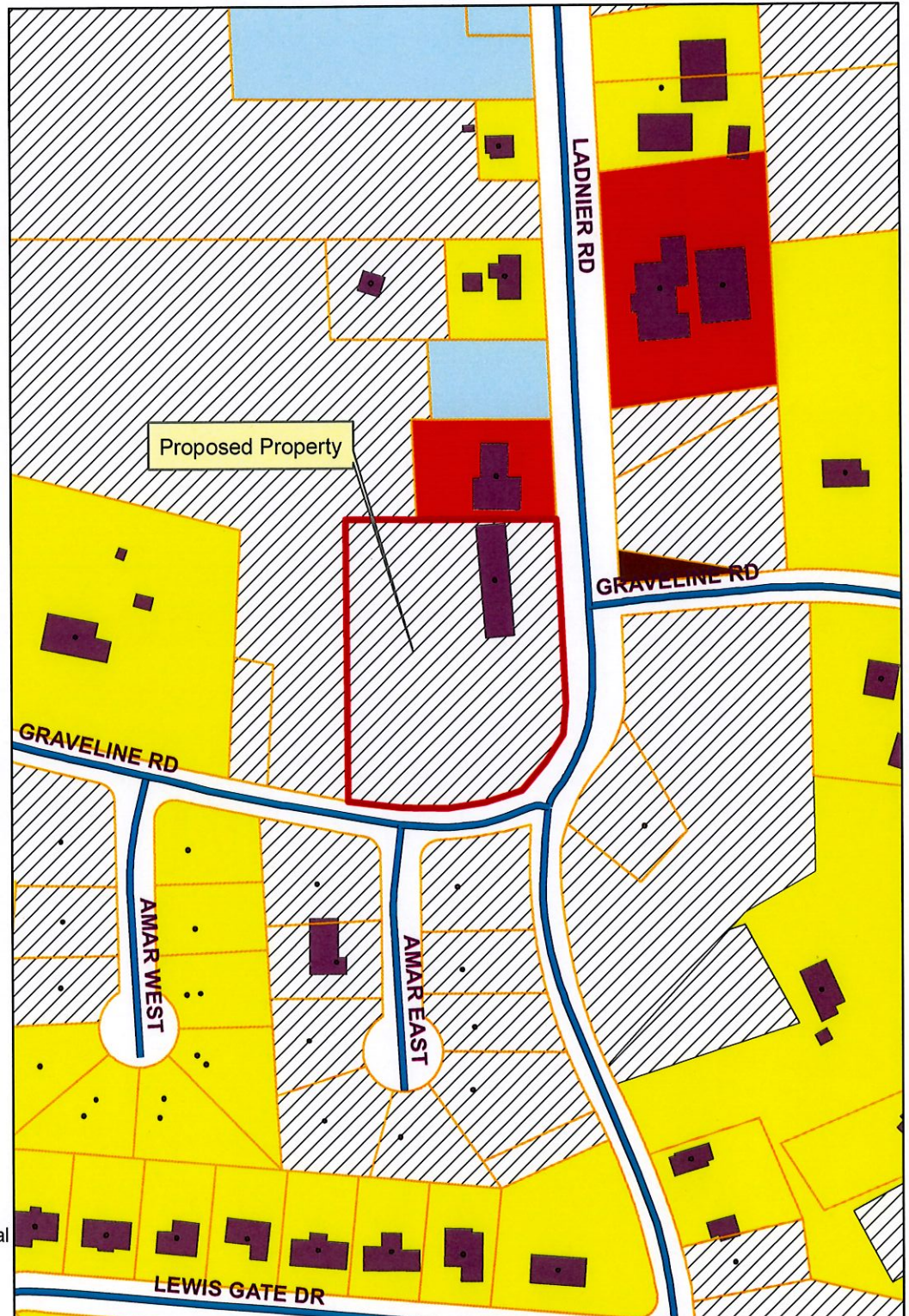


Exhibit D

Future Land-Use

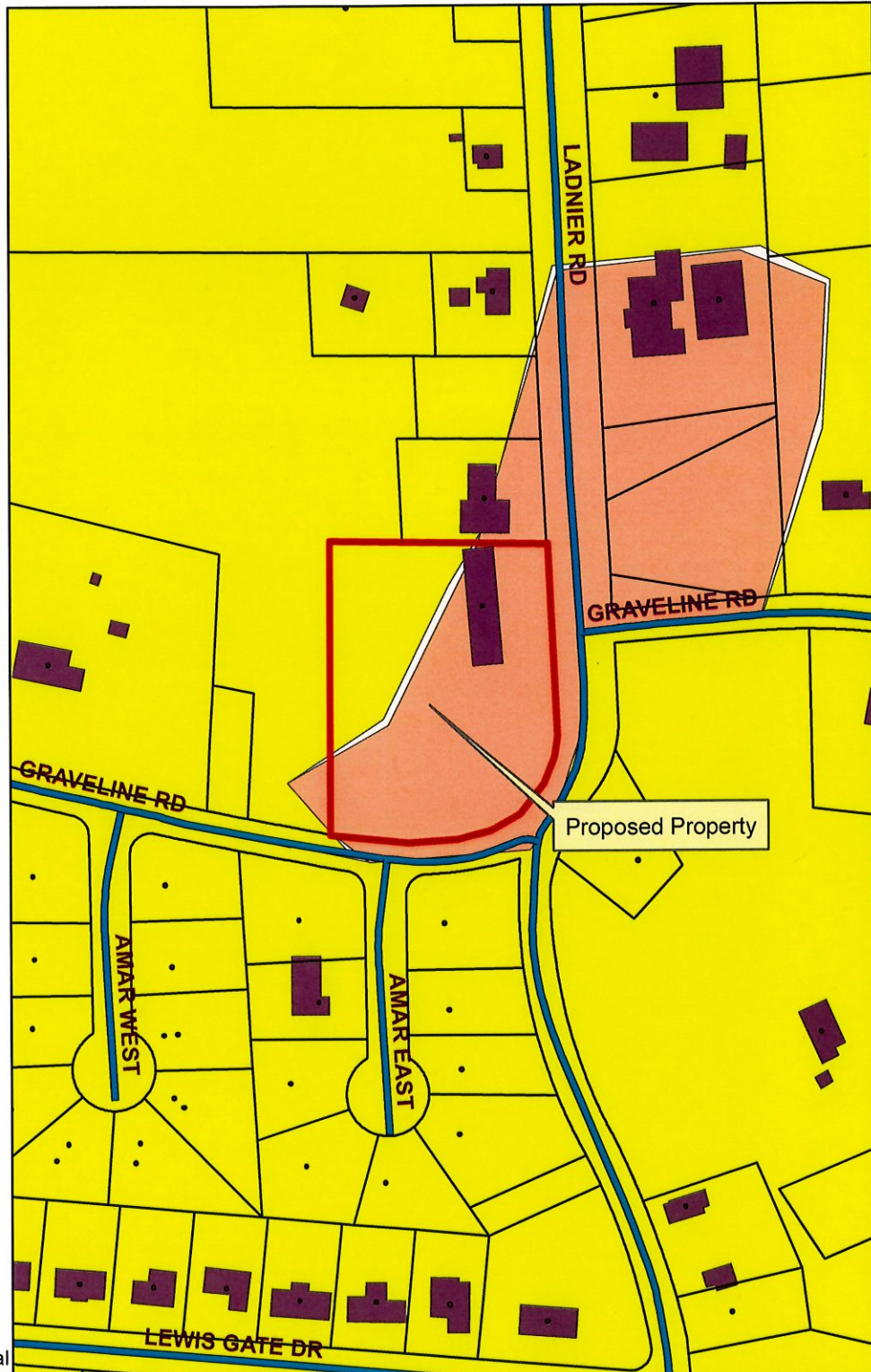
Prepared By:
City of Gautier
Planning Department

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 #6
Fact Sheet**

Council Meeting:
Title:

June 15, 2021
Consideration of a Rezoning of Property from a split zoning (C-2 Community Commercial/R-1 Low Density Single-Family Residential) to R-1 Low Density Single-Family Residential located on 1021 Old Spanish Trail, Gautier, MS, PID #81831610.100

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Rezoning of Property from a split zoning (C-2 Community Commercial/R-1 Low Density Single-Family Residential) to R-1 Low Density Single-Family Residential located at 1021 Old Spanish Trail, Gautier, MS, PID #81831610.100.

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:

ORDINANCE NUMBER 000-2021

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF APPROXIMATELY 2.76 ACRES TO R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL; GENERALLY DESCRIBED AS PID #81831610.100; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

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

The City Council of Gautier finds that a rezoning (is or is not) necessary. A public hearing was held before the Gautier Planning Commission on June 3, 2021, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the 2.76 acres to R-1 Low Density Single-Family Residential.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #81831610.100, which is comprised of approximately 2.76 acres located at 1021 Old Spanish Trail, Gautier, MS, is hereby rezoned to R-1 Low Density Single-Family Residential.

SECTION 3. FINDINGS OF FACT.

The City Council finds that there was a mistake in the original zoning and that the property should be zoned R-1 Low Density Single-Family Residential.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from Split C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential for the property identified as Jackson County Parcel No. 81831610.100.

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

ADOPTED: _____

Phil Torjusen, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 6/9/2021
Subject: Consider a Property Owner Initiated Rezoning of Property from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential located at 1021 Old Spanish Trail, PID #81831610.100.

REQUEST:

The Planning Department has received a request from Rocky and Valarie Hyatt for a Rezoning of property at 1021 Old Spanish Trail, PID #81831610.100 from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.76 acres. The application fee of \$300 was paid on April 20, 2021. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: 1021 Old Spanish Trail, PID #81831610.100. (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential. (See Exhibit B)

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

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: 1021 Old Spanish Trail, PID #81831610.100.

Location: Ward 3

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mobile home Residential. (See Exhibit D)

Surrounding Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single Family Residential to the East and West. Low Density Single Family Residential to the South.

HISTORY:

This property is currently a split zoned R-1 Low Density Single-Family Residential and C-2 Community Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

There was a mistake in the original zoning; or

The character of the surrounding area has changed to such an extent as to justify rezoning AND there is a public need for additional property to be zoned in accordance with the request.

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

RECOMMENDATION:

The Planning Commission recommends approval of the rezoning based on a mistake in the original zoning.

The City Council may:

Approve to Rezone the subject area to R-1 Low Density Single-Family Residential; or

Deny the Rezoning.

ATTACHMENTS:

1. Complete Packet 21-30-RZ
2. Excerpt GPC Meeting 6.3.21 (#21-30-RZ)

Excerpt from June 3, 2021 Planning Commission Meeting:

The Planning Department has received a request from Rocky and Valarie Hyatt for a Rezoning of property from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential located at 1021 Old Spanish Trail, PID #81831610.100. (GPC Case No. 21-30-RZ)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that good zoning practices would not split a parcel down the middle with two different zoning districts but would follow parcel lines.

REQUEST:

The Planning Department has received a request from Rocky and Valarie Hyatt for a Rezoning of property at 1021 Old Spanish Trail, PID #81831610.100 from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.76 acres. The application fee of \$300 was paid on April 20, 2021. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: 1021 Old Spanish Trail, PID #81831610.100. (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential. (See Exhibit B)

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

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use

of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: 1021 Old Spanish Trail, PID #81831610.100.

Location: Ward 3

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mobile home Residential. (See Exhibit D)

Surrounding Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single Family Residential to the East and West. Low Density Single Family Residential to the South.

HISTORY:

This property is currently a split zoned R-1 Low Density Single-Family Residential and C-2 Community Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

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

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

STAFF RECOMMENDATION:

Staff recommends that Planning Commission recommend to approve the Rezoning based on a mistake in the original zoning.

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area to R-1 Low Density Single-Family Residential; or
2. Recommend that City Council deny the Rezoning.

The applicants had been reminded about the meeting but were not present.

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the rezoning based on a mistake in the original zoning.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 3, 2021

GPC #21-30-RZ

Rocky and Valarie Hyatt

1021 Old Spanish Trail

VII. NEW BUSINESS

1. Consider a request for a proposed **Amendment of the Official Zoning Map** of the City of Gautier, Mississippi by Rocky and Valarie Hyatt. The request is to rezone a portion of 1021 Old Spanish Trail to R-1 Low Density Single-Family Residential. (GPC Case No. 21-30-RZ)

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: May 25, 2021

Subject: Consider a Property Owner Initiated Rezoning of Property from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential located at 1021 Old Spanish Trail, PID #81831610.100.

REQUEST:

The Planning Department has received a request from Rocky and Valarie Hyatt for a Rezoning of property at 1021 Old Spanish Trail, PID #81831610.100 from a split zoning of C-2 Community Commercial/R-1 Low Density Single-Family Residential to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.76 acres. The application fee of \$300 was paid on April 20, 2021. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: 1021 Old Spanish Trail, PID #81831610.100. (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster

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

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which complement the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: 1021 Old Spanish Trail, PID #81831610.100.

Location: Ward 3

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial/R-1 Low Density Single-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mobile home Residential. (See Exhibit D)

Surrounding Zoning: Split Zoned C-2 Community Commercial/R-1 Low Density Single Family Residential to the East and West. Low Density Single Family Residential to the South.

HISTORY:

This property is currently a split zoned R-1 Low Density Single-Family Residential and C-2 Community Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

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

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

STAFF RECOMMENDATION:

Staff recommends that Planning Commission recommend to approve the Rezoning based on a mistake in the original zoning.

CONCLUSION:

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

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

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
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

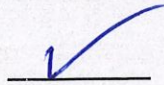
Public Hearing Number

21-30-RZ

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change



\$300.00

Major Development

\$100.00

Variance

\$175.00

Appeal to Staff Decision

\$100.00

Name of Applicant :

Rocky & Valarie Hyatt

Name of Business:

Phone:

870-636-1630

Property Address:

1021 Old Spanish Trail Gautier, MS

Mailing Address (if Different):

P.O. Box 2767 Mtn. View AR 72560

E-Mail Address:

rockyhyatt@gmail.com

Reason for request, location and intended use of Property:

Property is zoned C2/R1, but R1 puts our residential use in the marsh area, wanting to build house, need rezoning.

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓ 2. A detailed project narrative.

✓ 3. Copy of protective covenants or deed restrictions, if any.

4. 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.

5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant:

Valarie Hyatt

Date of Application:

4/17/21

FOR OFFICE USE ONLY

Date Received

4/20/21

Verify as Complete

SA

Fee Amount Received

300.00

150

Initials of Employee Receiving Application

BR

Project Narrative for:

1021 Old Spanish Trl Gautier, MS 39553

- C2
- A. Overview 2.76+/- Acre parcel previously used as business/residential. Currently zoned ~~C1~~/R1. Plans for said site are as follows:
- B. •Rezoning requested via application. Rezoning requested to be either variance made in the division of ~~C1~~/R1 to allow for residential placement of single family 1361sqft single level home elevated as per FEMA, FIRM and all local building requirements at a more desirable location on said property to benefit from natural elevation and added neighborly curb appeal.
- C. • New survey with elevation certificates and any all land division lines identified with exceeding all requirements for buffering and setbacks.
- D. • Engineered house plans designed and engineered stamped for the zone and placement requirements for said home.
- E. Will Serve intent letter from city water dept along with location of existing service for potable water and sewage.
- F. • Submittal of all required forms and information as required by the city of Gautier in order to pull all required residential build permits and trade permits as listed by law.
- G. • Upon approval for said structure by city planning officials the construction shall be scheduled to commence and complete within 180 days of such issuance. First starting with foundation preparation and installation via local foundation specialist contractors with all required inspections as required by law. We are looking for an entire concrete constructed foundation with concrete pier/beam construction with all required structural engineered strapping and support to exceed any and all building requirements. Anticipated start/completion dates are TBD depending entirely on factors as listed above.
- H. •Upon successful installation of Foundation and Piers, it is our intention that all Home construction to proceed immediately afterwards. Home will be constructed using the finest materials with superior craftsmanship to exceed all national and local building codes. Our intended target home rough constructed 12 days under finished roof then 30 days from start to official rough inspection this including all trades such as but not limited to (HVAC, Electrical, Plumbing, Low Voltage, Integrations and Smart building technologies).
- I. • Upon satisfied approval of rough in, insulation contractors full envelope seal then after ventilation period has expired, drywall construction with finish then flooring with trim and interior doors. Final sub contractor trim and termination. Cabinets and appliances. Start test and adjustment of all systems along with final inspection.
- J. • After final inspection a request for occupancy to be submitted.
- K. • Final any existing construction debris removal and any yard alterations with new grass sowed along with final accent flowering/tree/shrub landscaping designed to enhance the coastal character on the "natures playground" Gautier MS.
- L. • This home is a elevated coastal themed single family single level home to be used as part time residence with potential of future full time occupancy later in the future.
- M. Home design characteristics are designed for multiple audiences such as... Bullet (N.)

- N. • Home is designed to be appealing for young urban professionals in their 20s to late 30s, couples, and young families. "Empty Nesters" looking to downsize and relocate to a more peaceful setting with large space but relatively small maintenance. Those working in, or relocating to, nearby cities in the coastal or medical industries. Outdoor enthusiasts with a active lifestyle, runners, hikers, nature lovers all with a deep appreciation of the salt marsh.
- O. Our sole intention is not to harm the beauty of Gautier but rather improve the small portion of our area with beautiful coastal style housing built with the finest materials by the finest craftsmanship, to exceed any and all building codes and or requirements current and future.
- P. Beautiful curb appeal, Coastal style housing, fresh and current landscaping, built with craftsmanship intended to stand for a very long time.

EXHIBIT "A"

NOTES:

1. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE EXAMINATION.
2. THIS PROPERTY MAY BE SUBJECT TO BUILDING SETBACKS AND OTHER RESTRICTIONS BY GOVERNING BODY.
3. THIS SURVEY DOES NOT INCLUDE THE IDENTIFICATION OR LOCATION OF WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS.
4. BY GRAPHIC PLOTTING ONLY, THE SURVEYED PROPERTY IS LOCATED IN ZONE 7E AS PER F.L.S.U. NO. 200332 0005 E, DATED AUGUST 14, 1992.
5. REFERENCE MATERIAL: DB 626-306, DB 1343-246
6. R = RECORD, M = MEASURED THIS SURVEY

20 FOOT WIDE EASEMENT; 10 FEET EITHER SIDE OF LINE DESCRIBED AS:

Commencing at the Southeast corner of Section 31, T-7-S, R-8-W, Jackson County, Mississippi; said point being the POINT OF COMMENCEMENT; thence North, a distance of 270 feet to the South margin of Old Spanish Trail; thence along said South margin N 78° 00' 00" W, a distance of 736.69 feet to the Northeast corner of the Fleming property; thence along said South margin N 73° 00' 00" W, a distance of 126.41 feet to the POINT OF BEGINNING; thence S 27° 20' 00" E, a distance of 186.60 feet to a point 10 feet West of the property line dividing the Fleming and Batson & Brown, Inc. properties; thence along a line 10 feet West of said dividing line S 8° 00' 00" W, a distance of 254.18 feet to the South line of said Fleming property and to the POINT OF ENDING.

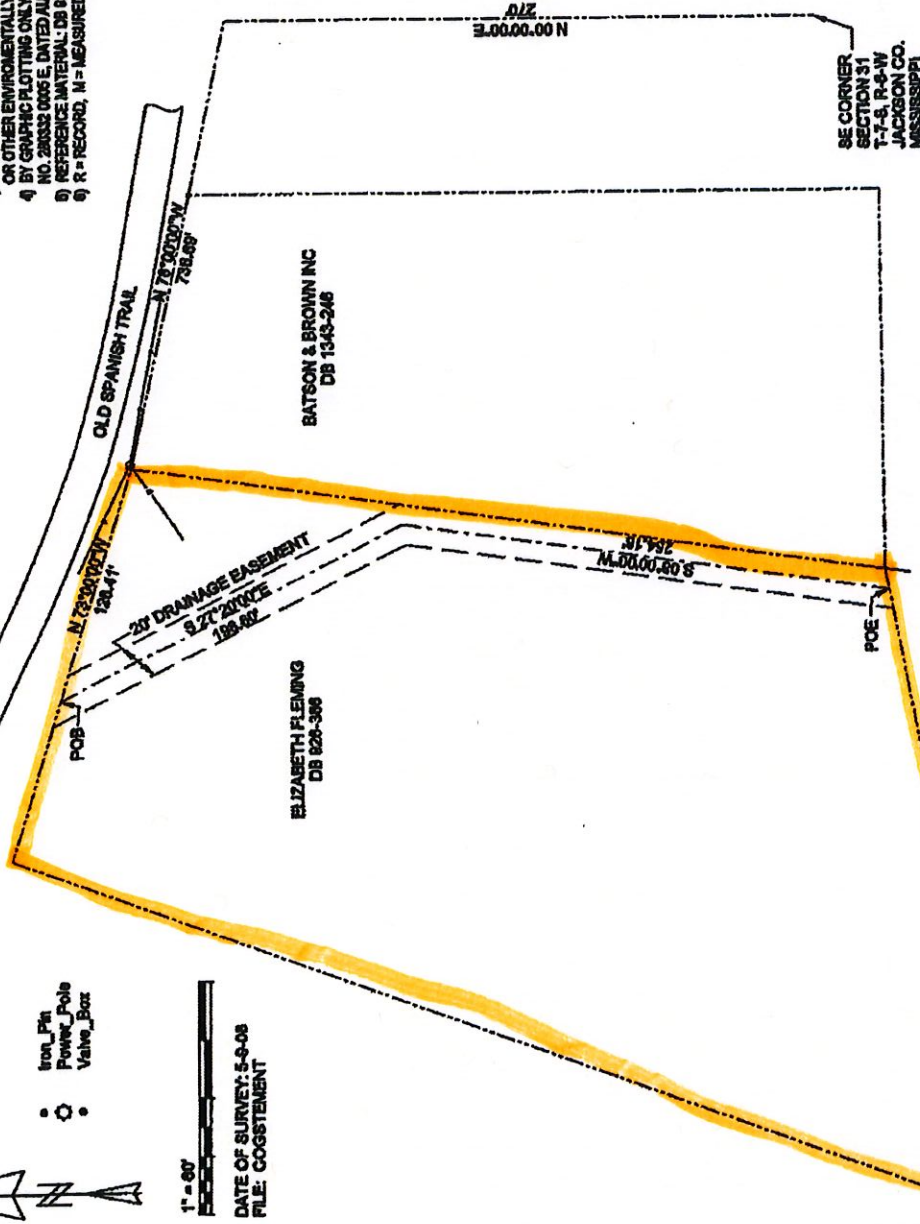
This is to certify that I have surveyed the property herein described and delineated, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

As of July 7/1/08
L. ACHEE, JR., P.L.S. Reg. 2004
Chief of Survey

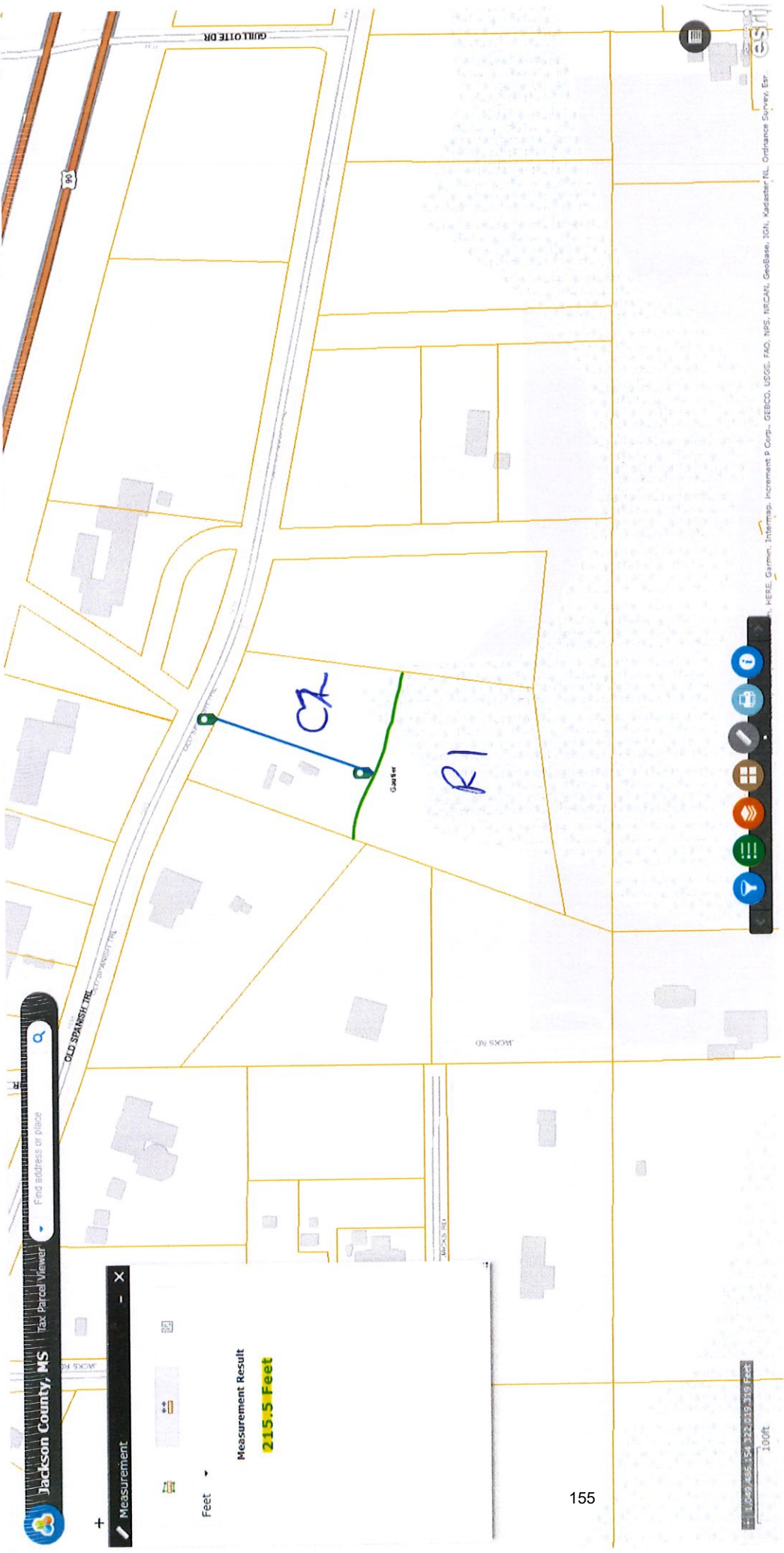


ACHEE
SURVEYING & ENGINEERING, PLLC
PO BOX 982, PASCAGOULA, MS 39568-0982
(228) 868-2865

REVISED 6-15-08
REVISED 7-1-08







Jackson County, MS

Find address or place

Measurement

Feet

Measurement Result
215.5 Feet

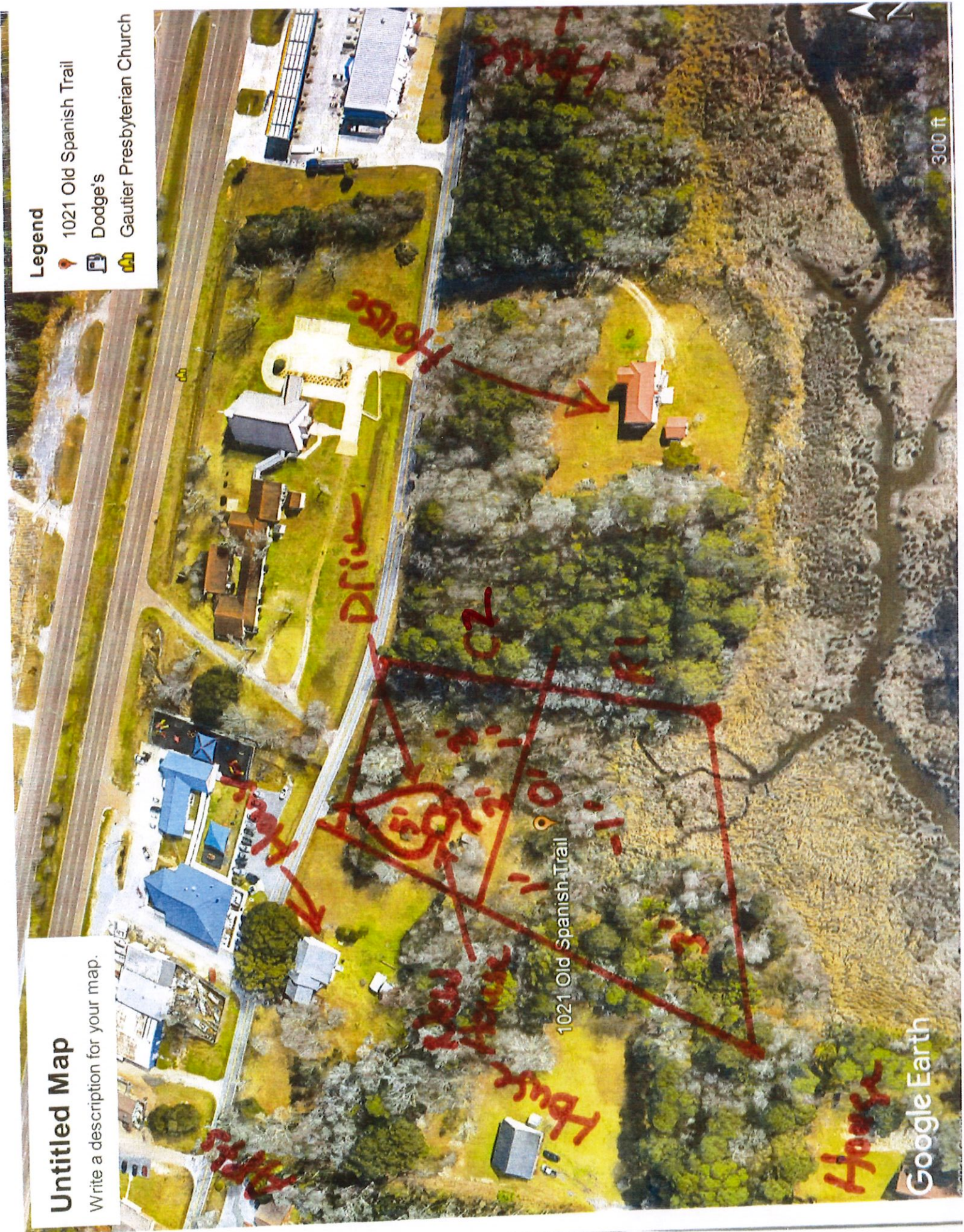
100ft

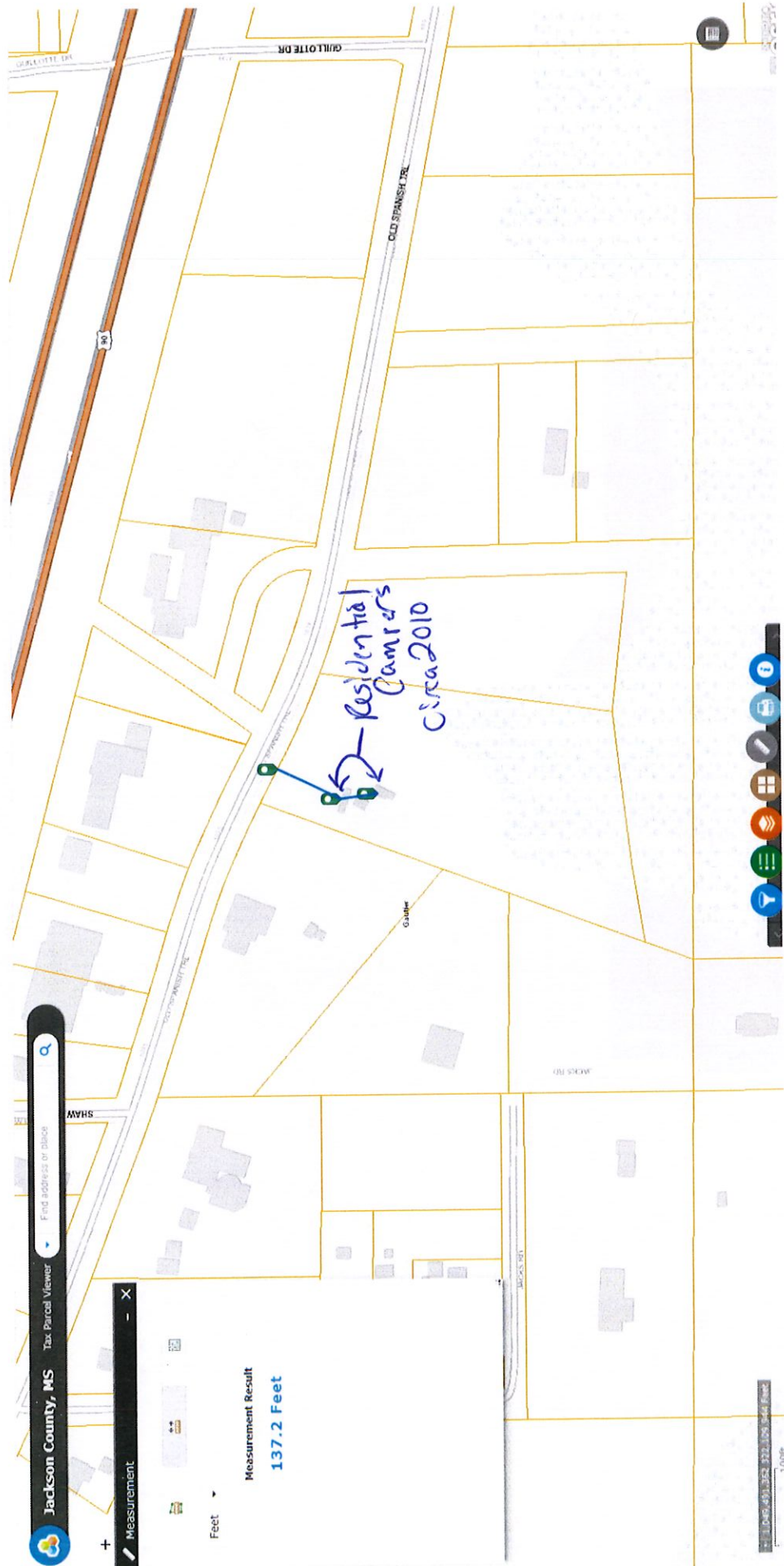
Untitled Map

Write a description for your map.

Legend

- 1021 Old Spanish Trail
- Dodge's
- Gautier Presbyterian Church





NOTES

1. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE EXAMINATION.
2. THIS PROPERTY MAY BE SUBJECT TO BAILING SETBACKS AND OTHER
RESTRICTIONS BY GOVERNING BODY.
3. THIS SURVEY DOES NOT INCLUDE THE IDENTIFICATION OR LOCATION OF WETLANDS
OR OTHER ENVIRONMENTALLY SENSITIVE AREAS.
4. BY GRANTING FLOOD INSURANCE COVERAGE, THE PROPERTY IS LOCATED IN ZONE "X" AS PER F.L.M.
5. THE SURVEY WAS COMPLETED AND DATED AUGUST 14, 1993.
6. REFERENCE MATERIAL: DE 124-06
R = RECORD, M = MEASURED THIS SURVEY

20 FOOT WIDE EASEMENT: 10 FEET EITHER SIDE
OF LINE DESCRIBED AS:

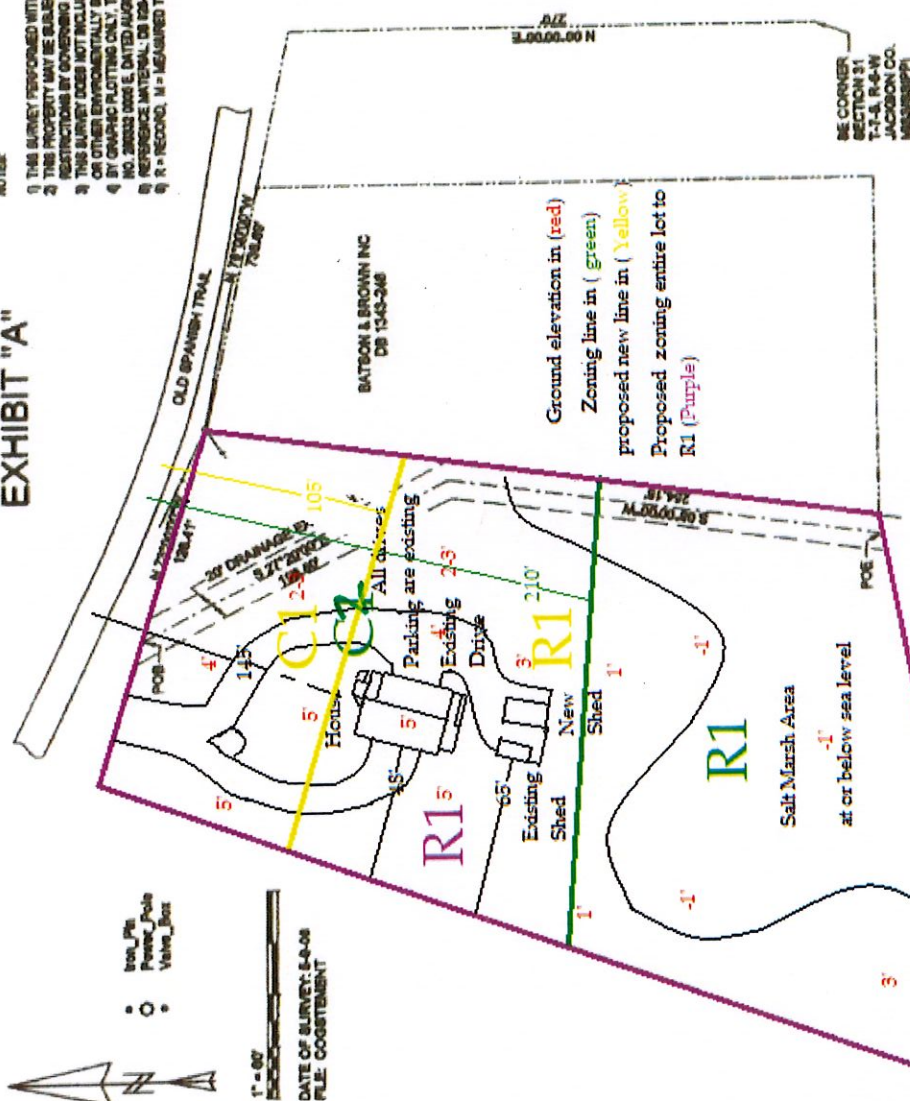
Commencing at the Southeast corner of Section 31,
T-14N-R-10E, Adams County, Minnesota; and going
thence by the POINT OF COMMENCEMENT; thence North,
17° 07' 00" W., a distance of 270 feet to the South margin
of East Branch Fork; thence along said South margin
N 73° 07' 00" W., a distance of 730.49 feet to the
Northwest corner of the Fleming property; thence
Northwestward across the Fleming property, a distance
of 129.41 feet to the POINT OF BEGINNING; thence
S 23° 07' 00" E., a distance of 164.00 feet to a point
10 feet West of the property line dividing the
Fleming and Eason, Jr. property; thence
along a line 10 feet West of said dividing line
S 2° 00' 00" W., a distance of 254.10 feet to the
South corner of Fleming property and to the
POINT OF BEGINNING.

There is only one way to know if you are getting the most out of your investment. That is, only by looking at the performance of the fund over the long term.

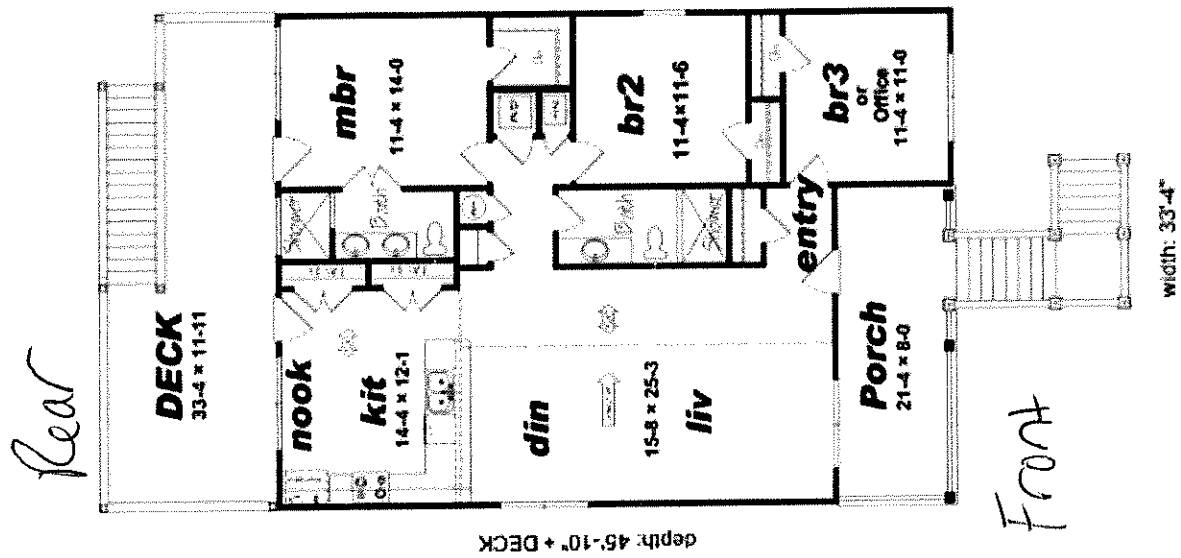
7/11/02



ACHEE
SURVEYING & ENGINEERING, PLLC
PO BOX 882, PASADENA, MS 38666-0882
(728) 598-2805

REVIEWED 6-15-04
REVIEWED 7-1-04

90





Color Theme





Using a Flood Insurance Rate Map (FIRM)



FEMA

www.fema.gov

HOME BUILDER'S GUIDE TO COASTAL CONSTRUCTION

Technical Fact Sheet No. 3

Purpose: To explain the purpose of FIRMs, highlight features that are important to coastal builders, and explain how to obtain FIRMs.

What Is a FIRM?

- Flood hazards have been mapped by FEMA for approximately 20,000 communities in the United States, most commonly on **FIRMs**. A FIRM is a product of the Flood Insurance Study (FIS) for a community and is available in paper form and digital form.
- FIRMs delineate Special Flood Hazard Areas (SFHAs) — land areas subject to inundation by a flood that has a 1-percent probability of being equaled or exceeded in any given year (hence, the terms “1-percent annual chance flood” and “100-year flood”). SFHAs are shaded on the FIRM and are divided into different flood hazard zones, depending on the nature and severity of the flood hazard.

Why Are FIRMs Important?

- FIRMs show the limits of mapped flood hazard areas in a community.
- The insurance zone designations shown on FIRMs are used in the determination of flood insurance rates and premiums.
- The 100-year flood elevations and flood depths shown on FIRMs are the minimum regulatory elevations on which community floodplain management ordinances are based.
- The information shown on FIRMs can affect the design and construction of new buildings, the improvement and repair of existing buildings, and additions to existing buildings (see Fact Sheet Nos. 2 and 29).

What Are Flood Hazard Zones and Base Flood Elevations, and How Do They Affect Coastal Buildings?

- **Base Flood Elevations (BFEs)** are typically shown on FIRMs for flood hazard zones A and V. **The BFE is the expected elevation of flood waters and wave effects during the 100-year flood (also known as the “Base Flood”).** The BFE is referenced to the vertical datum shown on the FIRM.

FIRMs Are Used By:

- **Communities**, to regulate new construction* (e.g., foundation type, lowest floor elevation, use of enclosed areas below the lowest floor)
- **Designers and builders**, to ascertain flood hazards and plan new construction*
- **Lenders**, to determine whether flood insurance is required
- **Insurance agents**, to establish flood insurance premiums
- **Land surveyors and engineers**, to complete National Flood Insurance Program (NFIP) elevation certificates (see Fact Sheet No. 4)

Flood Hazard Zones In Coastal Areas

(see the sample FIRM on the next page)

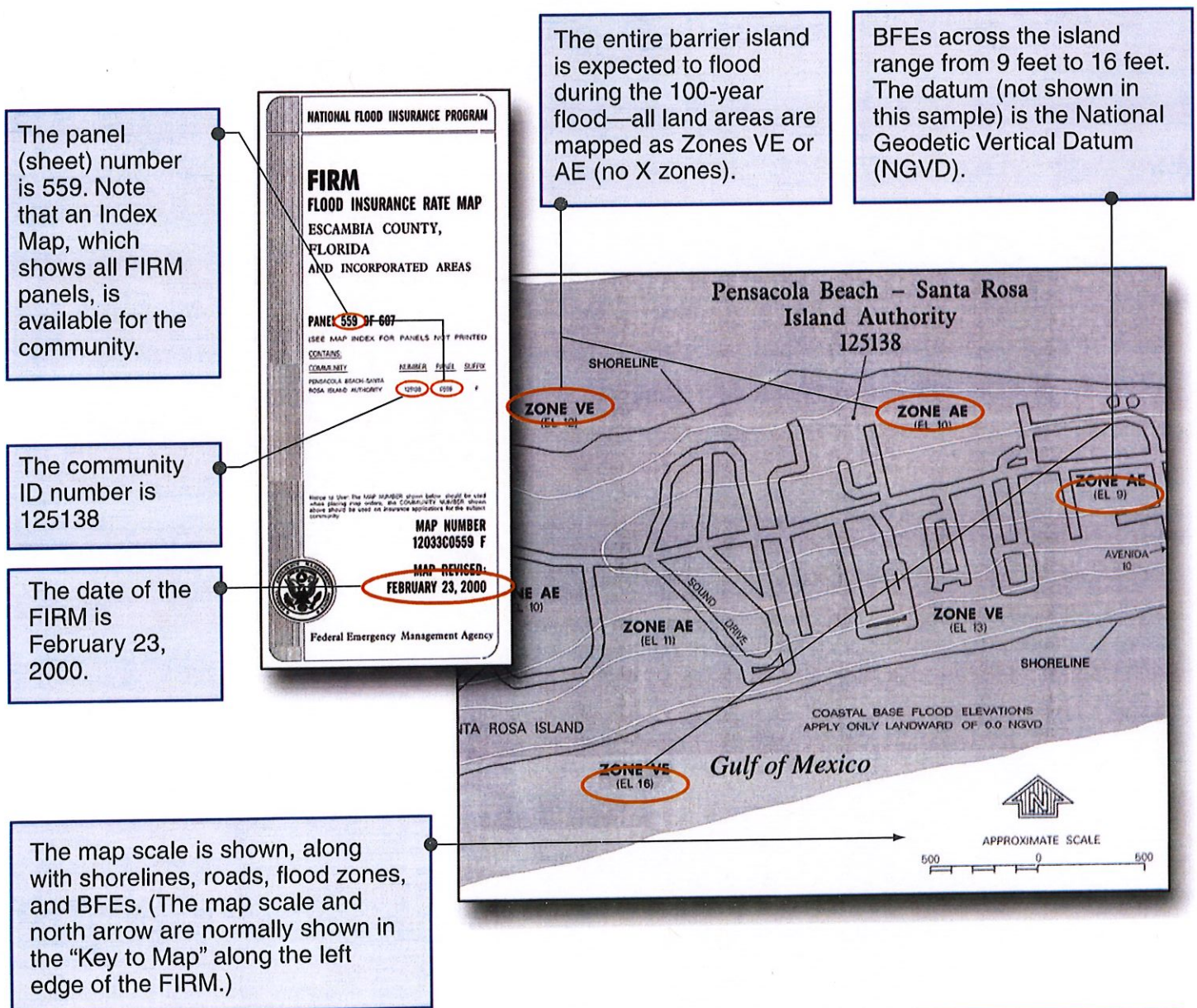
- V zones are those areas closest to the shoreline and subject to wave action, high-velocity flow, and erosion during the 100-year flood.
- **A zones** are areas subject to flooding during the 100-year flood, but where flood conditions are less severe than those in V zones.
- AO zones are areas subject to shallow flooding or sheet flow during the 100-year flood. If they appear on a coastal FIRM, they will most likely occur on the landward slopes of coastal dunes. Flood depths, rather than BFEs, are shown for AO zones.
- X zones are areas that are not expected to flood during the 100-year flood.
- Newer FIRMs label zones as “VE” (V zone with BFE determined) and “AE” (A zone with **BFE determined**).
- Older FIRMs label zones with a letter and number (e.g., A1, A10, V10). Ignore the number and look at the letter.
- Older FIRMs label X zones as zone “B” or zone “C.” Treat the old and new zone designations the same.

- The **BFE and flood hazard zone** will affect the **lowest floor elevation and foundation type** for new construction* (see **Fact Sheet Nos. 4 and 11**).
- **Some communities have adopted higher standards for coastal construction** (e.g., lowest floor elevations above the BFE, restrictions on foundation types and enclosures in A zones). **Builders should consult their local jurisdiction for details.**
- Most **communities have adopted the latest FIRM and FIS** (and, therefore, the flood hazard zone and BFE designations) as part of their efforts to regulate new construction* in coastal floodplains. These communities will have adopted a **floodplain management ordinance**, which spells out the detailed requirements.

* Note that "new construction" will include some additions, improvements, repairs, and reconstruction — consult the community about "substantial improvement" and "substantial damage" requirements.

Sample FIRM

This map is a portion of the FIRM for the barrier island community, Pensacola Beach, Florida. As shown below, several things are apparent from the map.



Where Can I Get FIRMs and Other Information?

The **FIRM** for a community, and the local floodplain management regulations, should be on file and available for viewing at the office of the **community floodplain administrator**.

FEMA's Map Service Center can be accessed at <http://store.msc.fema.gov>. **Index sheets and individual FIRM panels** can be **viewed on line** through the MSC web site, and "**FIRMettes**" (user-selected portions of flood maps such as the sample above) can be created, saved, and printed.

Is There Anything Else I Should Know About Coastal Flood Hazard Zones and Flood Elevations?

- Many FIRMs are *more than a few years old* and *may no longer accurately represent coastal flood hazards*. Sections 7.8 and 7.9 of FEMA's revised *Coastal Construction Manual* (FEMA-55, 2000) describe how coastal flood hazards are mapped and *how to determine whether coastal FIRMs reflect present day flood hazards*.
- **FIRMs do not incorporate** the effects of **long-term shoreline erosion**. This information should be obtained from other sources (see Fact Sheet No. 7).
- Recent **post-storm investigations** and studies have shown flood forces and damage in **coastal A zones** can be very similar to those in V zones. Although FIRMs (and minimum NFIP building standards) don't differentiate between A zones in coastal areas and riverine A zones, **builders should consider adopting V zone foundation and elevation standards for new construction in many coastal A zones**.
- Many communities and states require lowest floor elevations to be above the BFE. One term used to describe this higher elevation standard is **Design Flood Elevation (DFE)**.

Copies of FIRMs, FISs, and related products can also be obtained from FEMA for a nominal fee.
Contact FEMA's Map Service Center at:

FEMA
Map Service Center (MSC)
PO Box 1038
Jessup, MD 20794-1038
(800) 358-9616



Base Flood Elevation (BFE)

The elevation of surface water resulting from a flood that has a 1% chance of equalling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE.

Glossary Section
NFIP - National Flood Insurance Program

Last updated March 5, 2020

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Merchants & Marine Bank
P.O. Box 729
Pascagoula, MS 39568
Telephone: (228) 762-3311

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Rocky Hyatt
Valarie Hyatt
P.O. Box 2767
Mountainview, AR 72560
Telephone: (870) 636-1630

File No. G218143S

INDEXING INSTRUCTIONS: A parcel of land in Fractional Sec. 31, T7S, R6W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Merchants & Marine Bank**, does hereby sell, convey and specially warrant unto **Rocky Hyatt and Valarie Hyatt**, as joint tenants with rights of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Merchants & Marine Bank, by instrument recorded in Deed Book 1972, Page 869, Land Deed Records of Jackson County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantees. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

Letter of Authorization for Herman E. Smith, Executive Vice President of Merchants & Marine Bank, is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 9th day of April, 2021.

Merchants & Marine Bank

Herman E. Smith
By: Herman E. Smith, Executive Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Herman E. Smith**, the duly appointed Executive Vice President for Merchants & Marine Bank, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

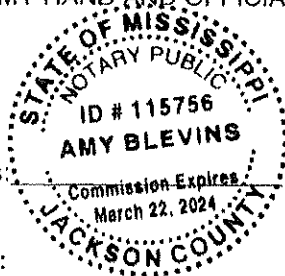
GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 9th day of April, 2021.

(AFFIX SEAL)

My commission expires:

DEED ACCEPTED BY:

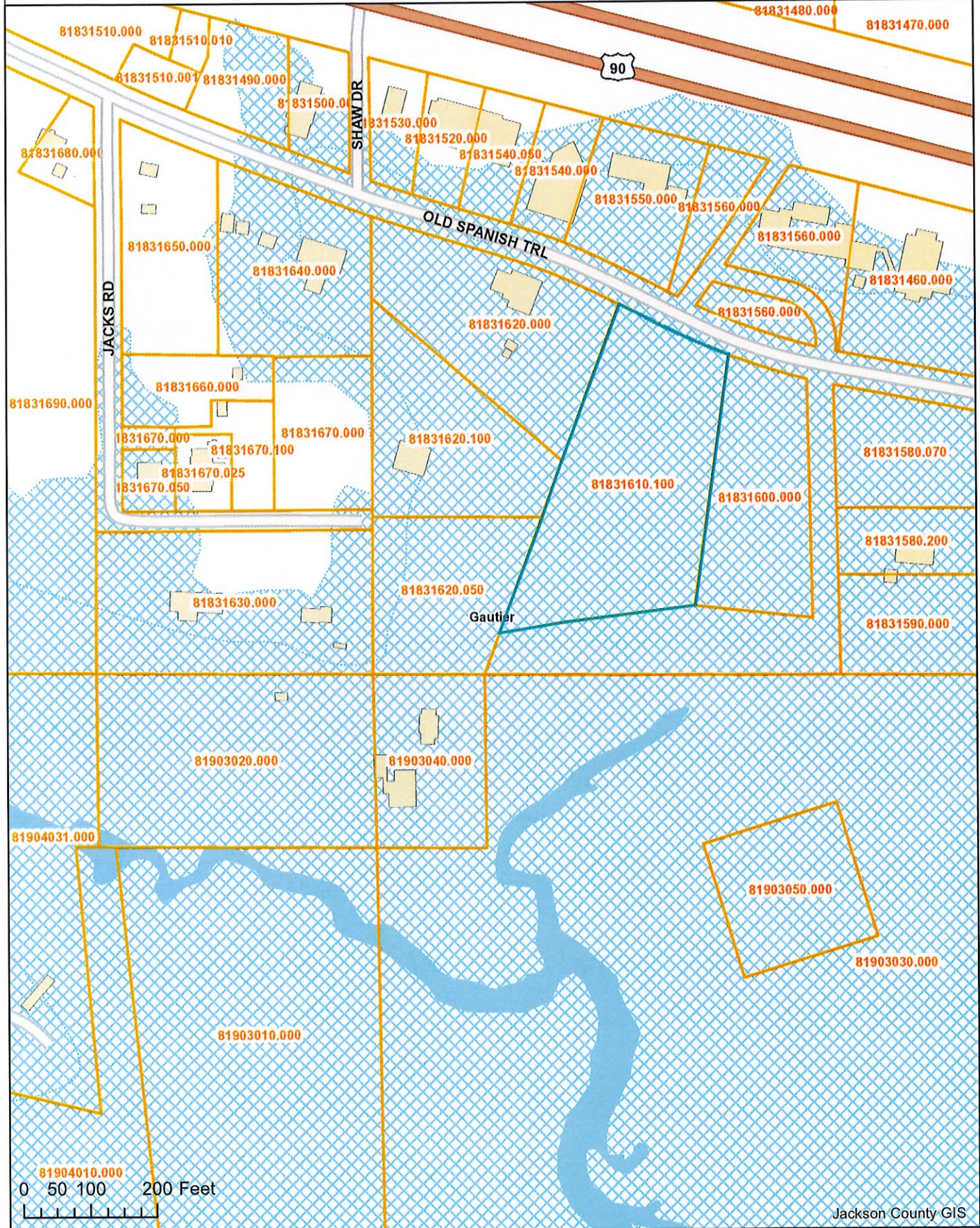
Rocky Hyatt
Rocky Hyatt, Grantee



Amy Blevins
NOTARY PUBLIC

Valarie Hyatt
Valarie Hyatt, Grantee

81831610.100 MERCHANTS & MARINE BANK



Jackson County GIS

81831610.100 MERCHANTS & MARINE BANK

PIDN: 81831610.100

GISP: 769.31-03-0080.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: MERCHANTS & MARINE BANK

Name 2:

Mailing Address: 3118 PASCAGOULA ST
PASCAGOULA MS
39567

Site Address: 1021 OLD SPANISH TR GAUTIER

Land Information

Section: 31 Acreage: 2.76

Township: 7S

Range: 6W

Street Name OLD SPANISH
TR

Value and Tax Information

Total Assessed Value: 2958

Total Appraised Value: 19720

Improvement Value: 0

Land Value: 19720

Tax Amount: 434

SQ FT: 0 Year Built: 0000

Legal Description

Description: COM SEC SEC 31 N 320' N 78 DEG W
800' TO POB N 73 DEG W 214' S 20
DEG W 550' E 140' N 78 DEG E 195
N 8 DEG E 393' TO POB
DB 1972-869 (80 MAP769.31-03)

Deed Book / Page: 1972 / 869



200739502 5 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$12.00
#200739502 BK:1520 PG:446-450
12/26/2007 03:28 PM 5 PGS
DGRAY, DC Rcpt#021683

The space above is reserved for Recordation

Return Document to:
Reznick Mississippi LLC
Post Office Box 66
Clinton, MS 39060-066

Prepared by:
John H. Rice, Esq.
Balch & Bingham, LLP
Post Office Box 130
1310 Twenty Fifth Avenue
Gulfport, MS 39502-0130
Phone: 228/864-9900

Grantor(s):
ELIZABETH MAE NASH FLEMING
1021 OLD SPANISH TRAIL
GAUTIER, MS 39553
(228) 497-0005

Grantee:
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

Indexing Instructions 2 (As Identified by Title): S31 T7S R6W, JACKSON COUNTY, MISSISSIPPI.

**DECLARATION OF
COVENANTS RUNNING WITH THE LAND
HURRICANE KATRINA-PHASE II**

THIS DECLARATION OF COVENANTS RUNNING WITH THE LAND ("Covenants") is made by the undersigned homeowner(s) ("Owner") effective as of the date set forth herein below.

RECITALS

The Owner is the fee simple owner of the property described on Exhibit "A" ("Property") attached hereto. The structure located on the Property was damaged or destroyed by Hurricane Katrina on August 29, 2005. The Owner has been awarded a grant from the United States of America under the HUD Community Development Block Grant ("CDBG") Program, which Program is being administered by the Mississippi Development Authority ("MDA").



AGREEMENTS

NOW, THEREFORE, for and in consideration of the grant proceeds, the receipt of which is duly acknowledged, as a condition of Owner receiving such grant proceeds, and in order to mitigate future damage from hurricanes and similar natural disasters, Owner hereby makes the following covenants and agreements, which covenants and agreements shall constitute perpetual covenants and restrictions running with and encumbering the Property.

1. **Covenant as to Flood Elevation:** If a structure on the Property was destroyed by Hurricane Katrina or if there is hereafter a tearing down or destruction of a structure located on the Property, any rebuilding of a new structure shall conform to the latest (most recent) elevation requirement(s) issued by FEMA, or its successors, pursuant to the National Flood Insurance Program, or a successor program, whether advisory, preliminary or final. This elevation requirement applies only to the principal residential or commercial structure located on the Property, and not accessory structures, including, but not limited to, parking garages, carports, parking lots, sheds and storage buildings.

2. **Covenant as to Insurance:** Any structure on any part of the Property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of (i) One Hundred Per Cent (100%) of the full insurable value of the structure as determined by the applicable property insurer; or (ii) the maximum amount available for the property under the National Flood Insurance Program, or a successor program, required for residential or commercial properties, depending on the usage or zoning of the property. Such structure also shall, at all times, be insured under a policy of casualty insurance in an amount not less than the full insurable value of the structure as determined by the property insurer. This flood insurance and casualty insurance requirement applies only to the principal residential or commercial structure located on the Property, and not accessory structures, including but not limited to, parking garages, carports, parking lots, sheds and storage buildings.

3. **Covenant as to Building Codes:** If a structure located on the Property has been replaced or repaired as of the date of execution of these Covenants, the structure shall conform to the minimal building codes in the jurisdiction in which the Property is located in effect at the time the replacement or repair was commenced. Any repairs commenced on or after the date of execution of these Covenants and any structure hereafter placed on the Property shall conform to the minimal standards set by the 2003 International Residential or Commercial Building Code.

4. **Covenant as to Manufactured Housing:** If housing hereafter placed on the Property shall be manufactured housing, such housing shall comply with the Federal Manufactured Housing Code required by HUD at the time of placement on the Property and shall conform to the latest (most recent) elevation requirement(s) issued by FEMA, or its successors, pursuant to the National Flood Insurance Program, or a successor program, whether advisory, preliminary or final.

5. **Covenants Running With The Property:** These Covenants shall constitute covenants running with the Property and shall be binding upon the Owner and the Owner's successors and assigns.

6. **Enforcement of Covenants:** These Covenants shall be enforceable, at law or in equity, by the county or municipality where the Property is located, the State of Mississippi, or the United States of America, and Owner(s) hereby agree(s) that injunctive relief shall be available to enforce these Covenants. The priority of any first mortgage lien encumbering the Property shall not be affected by any judgment or other lien obtained for a violation of these Covenants.

7. **Release:** On the request of the then owner of the Property, and joined by any first lien holder, these Covenants may be released, in whole or in part, by the Mississippi Development Authority, its successor, or such other authority designated by the Governor of the State of Mississippi, if, in its judgment, the Covenant to be released no longer serves its intended purpose or if it is otherwise in the best interests of the public to do so.

8. **Definitions:** The terms "repair," "repaired," "rebuilt," and "rebuild" as used in these Covenants shall be determined and interpreted by the local building officials of the governmental authority having jurisdiction over the Property. A duly issued certificate of occupancy, or its equivalent, issued by the governmental authority having jurisdiction over the Property shall be prima facie evidence that these Covenants have been complied with as of the date of the issuance thereof.



These Covenants shall be recorded in the land deed records of the Office of the Chancery Clerk of the County, and, if applicable, Judicial District, in which the Property is located.

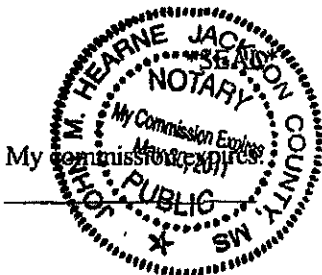
This the 20 day of December 2007

HOMEOWNER: ELIZABETH MAE NASH FLEMING	CO-HOMEOWNER 1:
Print Name: <u>Elizabeth Mae Nash Fleming</u>	Print Name:
Signature: <u>Elizabeth Mae Nash Fleming</u>	Signature:
CO-HOMEOWNER 2:	CO-HOMEOWNER 3:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 4:	CO-HOMEOWNER 5:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 6:	CO-HOMEOWNER 7:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 8:	CO-HOMEOWNER 9:
Print Name:	Print Name:
Signature:	Signature:

STATE OF MISSISSIPPI
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of December, 2007, within my jurisdiction, the within named Elizabeth Mae Nash Fleming who acknowledged that (he)(she)(they) executed the above and forgoing instrument.

John M. Hearne
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2007, within my jurisdiction, the within named, _____ who acknowledged that (he)(she)(they) executed the above and forgoing instrument.

NOTARY PUBLIC

SEAL

My commission expires:



Exhibit "A"

Residence Address: 1021 OLD SPANISH TRAIL GAUTIER, MS 39553

Tax Parcel Number: 8-18-31-610.100

County of Residence: JACKSON

Legal Description: A PARCEL OF LAND SITUATED IN AND A PART OF FRACTIONAL SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, JACKSON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31 AND THE SOUTHWEST CORNER OF GEORGE DAMERSON CLAIM SECTION AND RUN THENCE NORTH A DISTANCE OF 270 TO THE SOUTH MARGIN OF FOUNTAINBLEU ROAD; THENCE RUN NORTH 78° WEST A DISTANCE OF 780 FEET ALONG THE SOUTH MARGIN OF THE SAID FOUNTAINBLUE ROAD TO A FENCE ON THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF P. M. ROSS AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING THENCE RUN NORTH 73 DEGREES WEST A DISTANCE OF 214 FEET ALONG THE SOUTH MARGIN OF SAID ROAD TO A FENCE CORNER AND THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OF THOMAS, THENCE RUN SOUTH 20° WEST A DISTANCE OF 550 FEET ALONG THE FENCE AND THE EAST LINE OF THE PROPERTY NOW OR FORMERLY OF THOMAS; THENCE RUN EAST A DISTANCE OF 140 FEET, THENCE RUN NORTH 78° 30' EAST A DISTANCE OF 195 FEET TO THE WEST LINE OF THE PROPERTY NOW OR FORMERLY OF P. M. ROSS, THENCE RUN NORTH 8° EAST A DISTANCE OF 393 FEET ALONG A FENCE AND THE WEST LINE OF THE PROPERTY NOW OR FORMERLY OF P. M. ROSS TO THE POINT OF BEGINNING.

Indexing Instructions: S31 T7S R6W, JACKSON COUNTY, MISSISSIPPI.



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

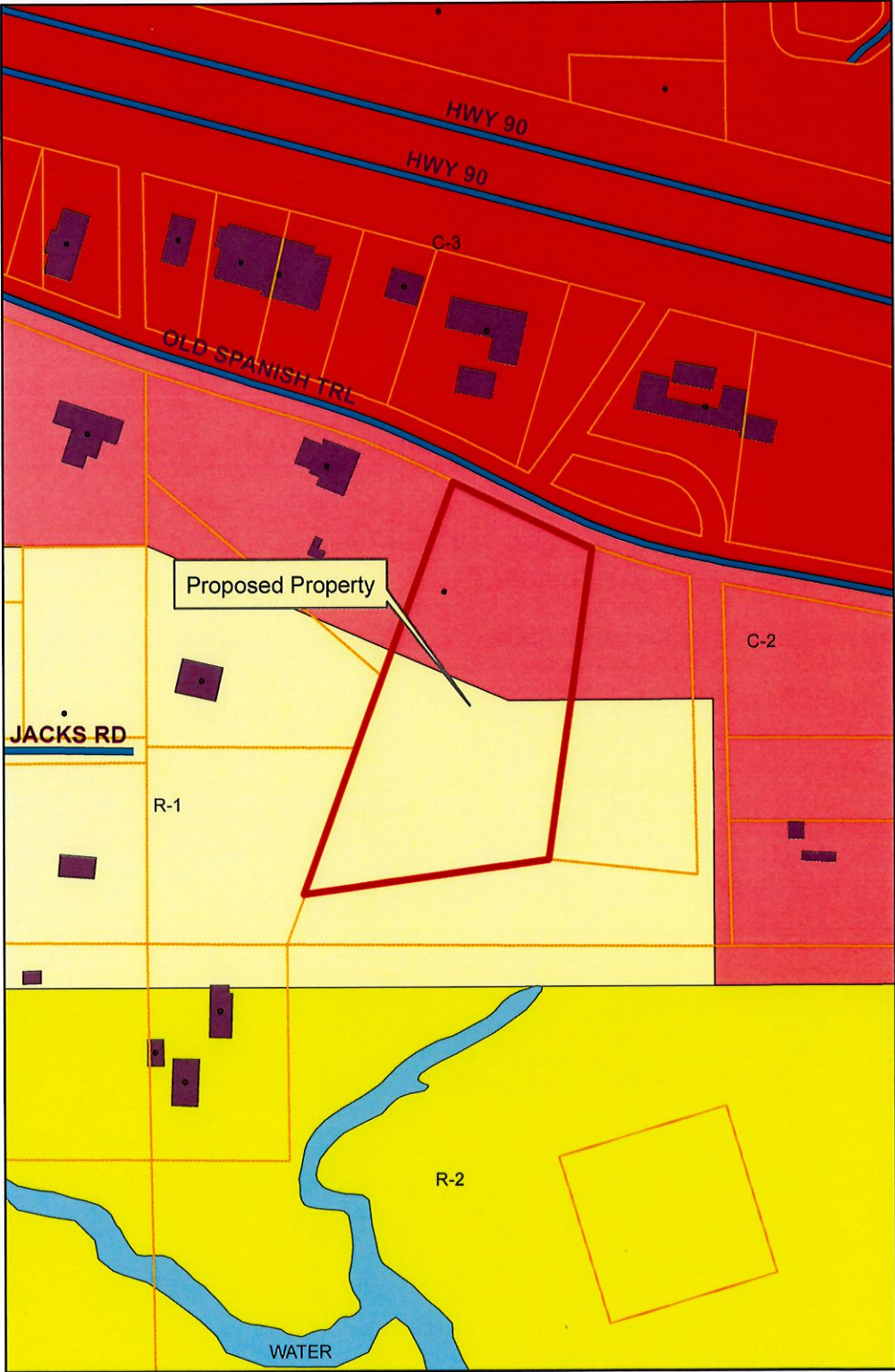


Exhibit C Existing Land-Use

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

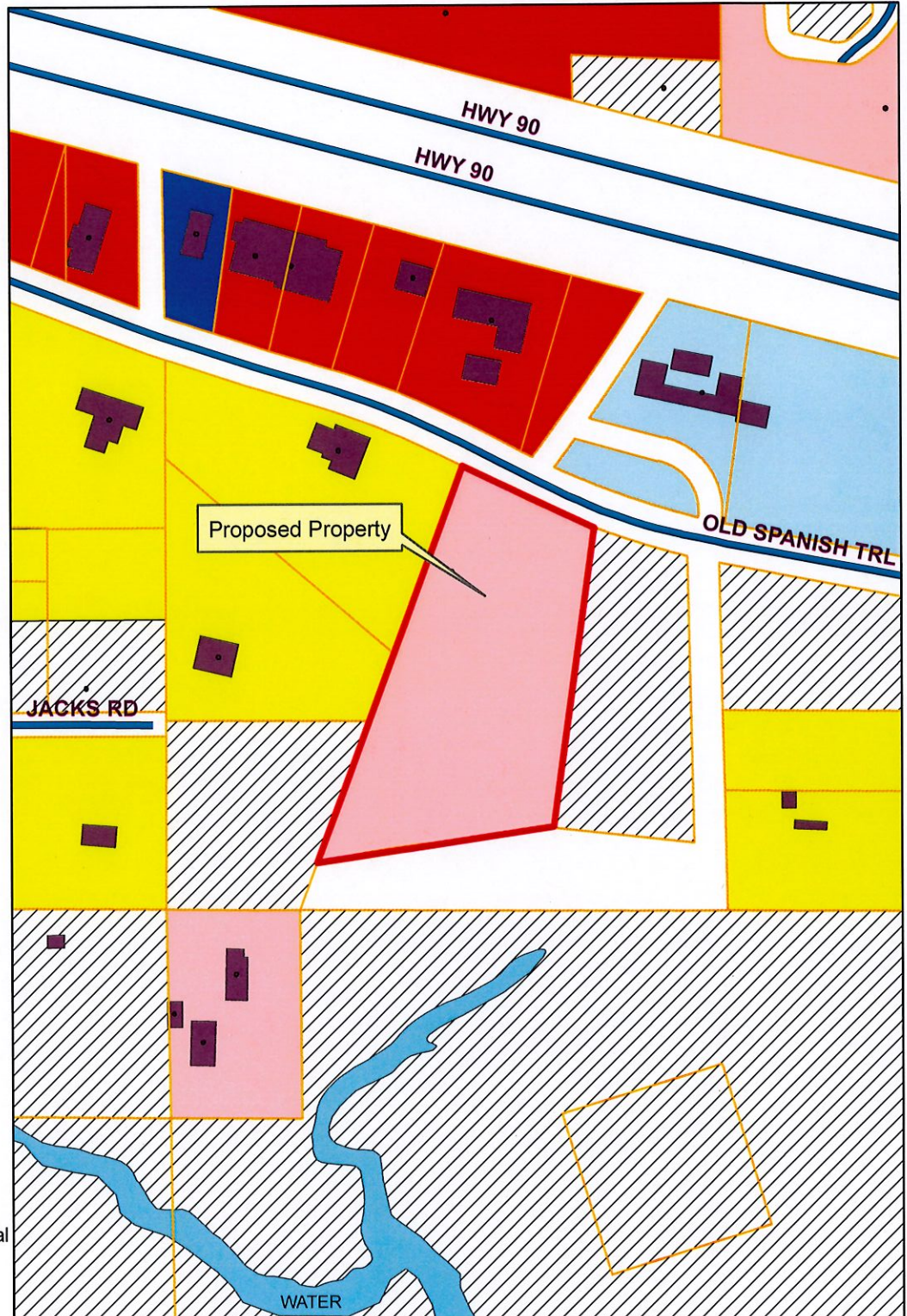


Exhibit D Future Land-Use

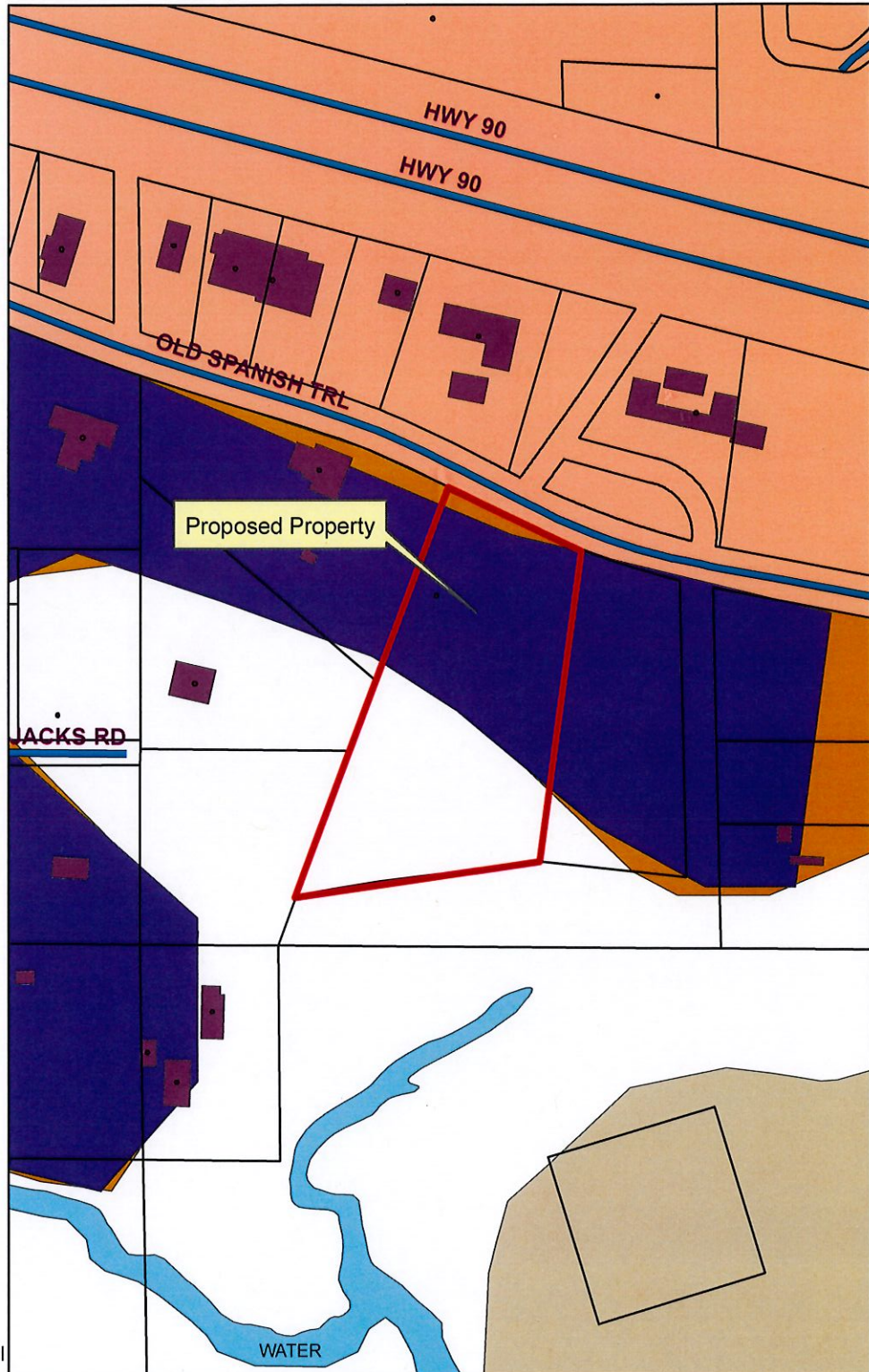
Prepared By:
City of Gautier
Planning Department

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 #7
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Consideration of a Conditional Use-Major Permit
that would allow a manufactured home in an AG
Agricultural Zoning District located at 5115
Oakwood Drive, Gautier, MS, (GPC Case No. 21-
31-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a manufactured home in an AG Agricultural Zoning District at 5115 Oakwood Drive, Gautier, MS, PID #82420080.000 (GPC Case No. 21-31-CU)

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

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 21-31-CU
5115 OAKWOOD DRIVE – AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82420080.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow a manufactured home in an AG Agricultural Zoning District was submitted by Liam and Jessica Openshaw; and

WHEREAS, the parcel subject to this Permit is located at 5115 Oakwood Drive in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its June 3, 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 with the stipulations that the manufactured home be the “Lulabelle” model with brick façade skirting or a 2000 square foot, four bedrooms, two- and one-half bath, 32’ x 80’ mobile home equivalent to the “Lulabelle” model with brick skirting; 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 or have not) 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 manufactured 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 Liam and Jessica Openshaw on May 10, 2021 for a Conditional Use-Major Permit with the stipulations that the manufactured home be the “Lulabelle” model with brick façade skirting or a 2000 square foot, four bedrooms, two- and one-half bath, 32’ x 80’ mobile home equivalent to the “Lulabelle” model with brick skirting.

IT IS FURTHER ORDERED those 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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 6/9/2021
Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU)

REQUEST:

The Planning Department has received a request by Liam and Jessica Openshaw for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU). The application fee of \$250 was paid on May 10, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

Location: a 0.83 parcel subdivided from 5115 Oakwood Lane, PID #82420080.000 (See Exhibit A)

General features of the proposed project:
Total Area: Approximately 0.83 Acres

Existing Zoning – AG Agricultural (See Exhibit B)

Existing Land Use – Vacant (See Exhibit C)

Comprehensive Plan Future Land Use Designation – Very Low Density 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: Yes.

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: This project involves placing a newly built manufactured home (30x80) on .83 acres of land being deeded to us on Oakwood Lane. I have attached the land survey and photo of the house with floor plans. It will be built to HUD standards and a wind zone 3, designed to resist wind loads up to 110 MPH.
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: This project will not pose any threat to citizens, real or perceived. It will not negatively affect property values as this is an upscale \$180,000 manufactured home with an exterior that would be difficult for anyone to distinguish as a manufactured home (i.e. a porch, brick skirting).

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: This project will not adversely affect vehicular or pedestrian traffic in the vicinity. The land is located on a dead-end road, and the home will be placed at least 100 ft. from the road. The only time vehicular traffic will be affected is the day of delivery, and that is simply to deliver the house to the site via Hwy 57, Brown Road, and Oakwood Lane.

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: The home will require city water and sewer hookups, for which we as the property owners will obtain permits. The Fire Marshall is involved with the final inspection according to HUD standards.

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: The proposed use is in harmony with the City's Comprehensive Plan, first and foremost by adding a family of tax-paying, law-abiding citizens to contribute to the City of Gautier's residential development. In addition, the first goal and objective under Housing and Neighborhood Stabilization is to:

"Facilitate the building of new neighborhoods and the revitalization of existing neighborhoods that offer a variety of quality housing products in a safe and attractive environment for residents" (our home would help to revitalize an existing neighborhood, even though the home will be placed in an agricultural-zoned area with low density)

- Provide housing for diverse market needs including various income and population groups; (while this is a manufactured home, it is most definitely an upscale home, built safer than many stick-built homes in the area, yet more affordable than building in an environment when the cost to build is at a historic high)
- Eliminate unsafe and inadequate housing; (again, this home is built with 2x6 exterior walls like a stick-built house, built to HUD standards, and built to withstand wind up to 110 mph, a very safe and adequate house)
- Provide quality-built new homes; (see HUD standards)
- Provide amenities for residents within residential neighborhoods;
- Preserve the character and integrity of low-density residential neighborhoods; (Oakwood Lane is a low density area and adding this upscale, modern farmhouse style home will not only maintain but also enhance the integrity of the neighborhood)

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Very Low Density 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: The placement of the home is for single family occupancy and will not pose any hazardous, detrimental, or disturbing affect real or perceived.

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: We are requesting an allowance for an upscale manufactured home to be placed on our property; should the allowance be granted we will adhere to all district regulations regarding manufactured home placement within the Gautier city limits.

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 with the stipulations that the mobile home be the "Lulabelle" model with brick façade skirting or a 2000 square foot, four bedrooms, two- and one-half bath, 32' x 80' mobile home equivalent to the "Lulabelle" model with brick skirting.

The City Council may:

Approve the Conditional Use-Major;

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Objections 21-31-CU
2. Complete Packet 21-31-CU
3. Excerpt GPC Meeting 6.3.21 (#21-31-CU)

Barbara (Babs) Logan

From: Lynn King <lynnmk@bellsouth.net>
Sent: Tuesday, June 1, 2021 4:15 PM
To: blogan@gautier-ms.gov
Subject: GPC 21-31-CU

In response to your letter dated 5-19-21 in reference to GPC 21-31-CU. We live at 5400 Brown Rd. At the time that we purchased our land, we appeared before the planning committee to request putting a Mobile home (which we had purchased for our daughter & she was no longer living in it.) on the land temporary until we could get our house built---2800 sq ft. You allowed this only on the condition that the house would be built in a timely manner—either 1 or 2 years??? Can't remember. I don't think that this policy should change. I understand that building materials have gone up, but when has there ever been a consistent and stable real estate market???? Wait and it will change again. I don't think that a temporary situation validates changing policy that has been in place for many, many years.

No, you do not have our approval for a manufactured home to be put on this lot.

Larry and Linda King

Please respond and let me know that you have received this email. Thank you.

Barbara (Babs) Logan

From: pkathy5 <pkathy5@att.net>
Sent: Tuesday, June 1, 2021 7:50 AM
To: blogan@gautier-ms.gov
Subject: GPC 21-31-CU

Dear Commissioners:

I am unable to attend the June 3, 2021 hearing for a conditional use application at 5115 Oakwood Lane. However, I would like this email to serve as my strenuous objection to allowing a manufactured home on Oakwood Lane.

I live at 5116 Oakwood Lane, which is directly across the street from the subject property. I have a home on five acres and I do not want to see my property value decline.

Although I'm glad to see that my new neighbors are restoring the old Brady homestead on their property, that should not include doing anything to decrease neighboring property values and a manufactured home most surely would.

Thank you for your consideration in this matter.

Sincerely,
Kathy Parker

Sent from my Galaxy

Excerpt from June 3, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that he did not have a Parcel ID Number for the subject property because it was part of a lot split from 5115 Oakwood Lane, PID #82420080.000, that was still in the process of being recorded with Jackson County.

REQUEST:

The Planning Department has received a request by Liam and Jessica Openshaw for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU). The application fee of \$250 was paid on May 10, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: a 0.83 parcel subdivided from 5115 Oakwood Lane, PID #82420080.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.83 Acres
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Very Low Density 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: Yes.

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: This project involves placing a newly built manufactured home (30x80) on .83 acres of land being deeded to us on Oakwood Lane. I have attached the land survey and photo of the house with floor plans. It will be built to HUD standards and a wind zone 3, designed to resist wind loads up to 110 MPH.

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: This project will not pose any threat to citizens, real or perceived. It will not negatively affect property values as this is an upscale \$180,000 manufactured home with an exterior that would be difficult for anyone to distinguish as a manufactured home (i.e. a porch, brick skirting).

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: This project will not adversely affect vehicular or pedestrian traffic in the vicinity. The land is located on a dead-end road, and the home will be placed at least 100 ft. from the road. The only time vehicular traffic will be affected is the day of delivery, and that is simply to deliver the house to the site via Hwy 57, Brown Road, and Oakwood Lane.

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: The home will require city water and sewer hookups, for which we as the property owners will obtain permits. The Fire Marshall is involved with the final inspection according to HUD standards.

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: The proposed use is in harmony with the City's Comprehensive Plan, first and foremost by adding a family of tax-paying, law-abiding citizens to contribute to the City of Gautier's residential development. In addition, the first goal and objective under Housing and Neighborhood Stabilization is to:

"Facilitate the building of new neighborhoods and the revitalization of existing neighborhoods that offer a variety of quality housing products in a safe and attractive environment for residents" (our home would help to revitalize an existing neighborhood, even though the home will be placed in an agricultural-zoned area with low density)

- Provide housing for diverse market needs including various income and population groups; (while this is a manufactured home, it is most definitely an upscale home, built safer than many stick-built homes in the area, yet more affordable than building in an environment when the cost to build is at a historic high)*

- Eliminate unsafe and inadequate housing; (again, this home is built with 2x6 exterior walls like a stick-built house, built to HUD standards, and built to withstand wind up to 110 mph, a very safe and adequate house)*

- Provide quality-built new homes; (see HUD standards)*

- Provide amenities for residents within residential neighborhoods;*

- Preserve the character and integrity of low-density residential neighborhoods; (Oakwood Lane is a low density area and adding this upscale, modern farmhouse style home will not only maintain but also enhance the integrity of the neighborhood)*

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Very Low Density 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: The placement of the home is for single family occupancy and will not pose any hazardous, detrimental, or disturbing affect real or perceived.

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: We are requesting an allowance for an upscale manufactured home to be placed on our property; should the allowance be granted we will adhere to all district regulations regarding manufactured home placement within the Gautier city limits.

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

Chairman Wooten advised the applicants that objections had been received regarding their request. He also noted the pictures in the Commissioners packets showed a high dollar mobile home.

Jessica Openshaw stated that the original price they were quoted for the manufactured home shown in the pictures was \$180,000 but there has been a price increase and it is now close to \$200,000.

Chairman Wooten asked Mrs. Openshaw if they had chosen to buy a manufactured home as opposed to building.

Mrs. Openshaw explained they had sold their home in Ocean Springs in order to build and the day before they were supposed to close on their construction loan the cost of the building materials increased another \$17,000 and were steadily increasing. They decided it wasn’t a wise time to build and started looking for other options.

Randall Cofield, Mrs. Openshaw's father who lives at 5115 Oakwood Lane which is the other portion of the subdivided lot, stated that from the road you would not be able to tell the proposed was a manufactured home.

Chairman Wooten asked the applicants if they were going to put a brick façade skirting around the manufactured home as shown in the picture.

The Openshaw's stated that they were.

Commissioner Green asked about the manufactured home being tied down for hurricanes.

Mr. Ankerson advised that tiedown method for mobile homes is actually inspected by the State Fire Marshall and that the applicant would get stamped approval from the Fire Marshall once the home is placed and inspected. Mr. Ankerson added that the city would look at the registration prior to permitting to make sure that it was approved for Wind Zone 2 or 3.

Chairman Wooten advised the applicants that we had received two written objections to the request.

Anita Carroll stated there were several new \$200,000 to \$300,000 homes built in the area in the last few years. She then asked what was meant by Conditional.

Mr. Ankerson explained that when a Conditional Use is given to a property it actually transfers from owner to owner and it goes with the land.

Ms. Carroll stated that she was concerned with the value of property in the area if the mobile home was permanent.

Commissioner Ward commented that the proposed was a \$200,000 structure which is roughly \$100 per square foot and did not see how this would devalue the houses in the area.

Colton Bond was concerned about the value of the manufactured home ten years from now versus a traditional built home.

Jason Carroll voiced his objection to the manufactured home in regards to it lowering property values in the area. He stated that when he built his home, he was told that mobile homes were not permitted in the area.

Mr. Ankerson explained that the UDO clearly states that a mobile home can be placed on an AG Agricultural lot with approval of a Conditional Use-Major and that a Conditional Use goes with the land. He further explained that a mobile home was not allowed in a RE Residential Estate District. Therefore, the only way a mobile home could be placed on a

RE lot would be with approval of a Special Exception. A Special Exception does not go with the land, meaning once it becomes vacant it would have to be moved off the property.

Clay Russell was concerned about the placement of the manufactured home lowering his property value as well as other property values in the area. He also asked if this Conditional Use was approved and the mobile home was later moved, could someone move another mobile home on the property. Perhaps, one that wasn't valued at \$180,000 or \$200,000.

Mr. Ankerson stated that was the case because a Conditional Use goes with the land, but the new mobile home would have to pass inspections and meet the City's requirements prior to being moved. He also stated that specific conditions or stipulations could be placed on the Conditional Use.

Mrs. Openshaw stated that they wanted to eventually build a home on the property but it was just not feasible at this time with the cost of building materials.

Billy Bond also voiced opposition to the request.

Commissioner Ward advised those in attendance that if they did not want mobile homes in their residential area, they should consider asking for the area to be rezoned to RE Residential Estate which does not allow mobile homes even by Conditional Use.

Mr. Ankerson advised that although, if approved, another mobile home could not be placed on the subject property unless it met the criteria placed on this specific Conditional Use, someone could ask for a completely different Conditional Use that would allow a mobile home on the property but it would have to go before the Planning Commission and City Council for approval.

ACTION TAKEN:

Chairman Wooten made a motion to recommend that City Council approve the Conditional Use Major with the stipulations that the mobile home be the "Lulabelle" model and that it be surrounded with brick façade skirting.

Commissioner Jamison modified the motion to include a 2000 square foot, four bedrooms, two- and one-half bath, 32' x 80' mobile home equivalent to the "Lulabelle" model with brick skirting.

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

AYES: Kay C. Jamison
Jimmy Green
Joshua Ward
Paul Gainer
David Wooten

OPPOSED: William Davis

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 3, 2021

GPC #21-31-CU

Liam and Jessica Openshaw

Oakwood Lane

VII. NEW BUSINESS

1. Consider a request by Liam and Jessica Openshaw for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. Oakwood Lane, (GPC #21-31-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: May 25, 2021

Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU)

REQUEST:

The Planning Department has received a request by Liam and Jessica Openshaw for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-31-CU). The application fee of \$250 was paid on May 10, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: a 0.83 parcel subdivided from 5115 Oakwood Lane, PID #82420080.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.83 Acres
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Very Low Density 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: Yes.

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: This project involves placing a newly built manufactured home (30x80) on .83 acres of land being deeded to us on Oakwood Lane. I have attached the land survey and photo of the house with floor plans. It will be built to HUD standards and a wind zone 3, designed to resist wind loads up to 110 MPH.

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: This project will not pose any threat to citizens, real or perceived. It will not negatively affect property values as this is an upscale \$180,000 manufactured home with an exterior that would be difficult for anyone to distinguish as a manufactured home (i.e. a porch, brick skirting).

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: This project will not adversely affect vehicular or pedestrian traffic in the vicinity. The land is located on a dead-end road, and the home will be placed at least 100 ft. from the road. The only time vehicular traffic will be affected is the day of delivery, and that is simply to deliver the house to the site via Hwy 57, Brown Road, and Oakwood Lane.

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: The home will require city water and sewer hookups, for which we as the property owners will obtain permits. The Fire Marshall is involved with the final inspection according to HUD standards.

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: The proposed use is in harmony with the City's Comprehensive Plan, first and foremost by adding a family of tax-paying, law-abiding citizens to contribute to the City of Gautier's residential development. In addition, the first goal and objective under Housing and Neighborhood Stabilization is to:

"Facilitate the building of new neighborhoods and the revitalization of existing neighborhoods that offer a variety of quality housing products in a safe and attractive environment for residents" (our home would help to revitalize an existing neighborhood, even though the home will be placed in an agricultural-zoned area with low density)

- Provide housing for diverse market needs including various income and population groups; (while this is a manufactured home, it is most definitely an upscale home, built safer than many stick-built homes in the area, yet more affordable than building in an environment when the cost to build is at a historic high)*

- Eliminate unsafe and inadequate housing; (again, this home is built with 2x6 exterior walls like a stick-built house, built to HUD standards, and built to withstand wind up to 110 mph, a very safe and adequate house)*

- Provide quality-built new homes; (see HUD standards)*

- Provide amenities for residents within residential neighborhoods;*

- Preserve the character and integrity of low-density residential neighborhoods; (Oakwood Lane is a low density area and adding this upscale, modern farmhouse style home will not only maintain but also enhance the integrity of the neighborhood)*

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Very Low Density 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: The placement of the home is for single family occupancy and will not pose any hazardous, detrimental, or disturbing affect real or perceived.

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: We are requesting an allowance for an upscale manufactured home to be placed on our property; should the allowance be granted we will adhere to all district regulations regarding manufactured home placement within the Gautier city limits.

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

21-31-CU

Major

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

Name of

Applicant: Liam & Jessica Openshaw

Name of Business: _____ Phone: 769.223.5003

Property Address: 5115 Oakwood Ln. Mailing Address (if Different): 6721 Washington Ave.

E-Mail Address: jessica.openshaw@outlook.com Apt. 26K
Ocean Springs, MS 39564

Proposed Use Requiring Conditional Use: manufactured home placement (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

- 1 1. Answers to the Criteria for Approval (see attached).
- 2 2. Project Narrative (see attached).
- 4 4. Diagram of intended use (see attached).
- 4 4. Copy of protective covenants or deed restrictions, if any.
- 5 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 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- 7 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Jessica Openshaw Date of Application: 5/7/21

FOR OFFICE USE ONLY	
Date Received <u>5-10-21</u>	Verify as Complete <u>SA</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>BR</u>

OWNER'S CONSENT AND DESIGNATION OF AGENT

I, Randall & Cindy Coffield, the fee simple owner of the following described property (address or parcel ID number(s) if no address assigned):

5115 Oakwood Lane
Ocean Springs, MS

hereby petition to the City of Gautier to allow Jessica Openshaw and/or
Liam Openshaw and affirm that (name of person) Jessica and/or Liam Openshaw
Jessica and/or Liam Openshaw 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.

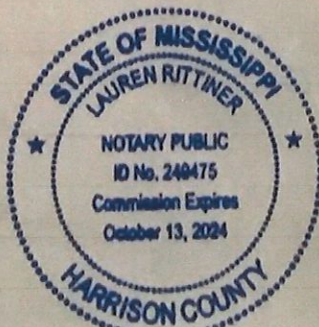
Randall J. Coffield
(Owner's Signature)

The foregoing instrument was acknowledged before me this 11 day of Feb
2021,
2021 by Cynthia & Randall Coffield, who
is personally known to me or has produced DL
as identification and who did take an oath.

Lauren Pittiner
(Printed Name of Notary Public)

Lauren Pittiner
(Signature of Notary Public)

Commission # 249475. My commission expires 10/13/24.
(Notary's Seal)



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

File#202150

Indexing Instructions:
Section 20, Township 7 South, Range 7
West
Jackson County, MS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

QUITCLAIM 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 all of which is hereby acknowledged,

RANDALL J. COFIELD and wife, CYNTHIA H. COFIELD
5115 OAKWOOD LANE
OCEAN SPRINGS, MS 39564
(601) 928-8334

does hereby grant, bargain, sell, convey and quitclaim, unto

LIAM MALCOLM OPENSHAW and wife, JESSICA COFIELD OPENSHAW
as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common
6721 WASHINGTON AVENUE, APT 26K
OCEAN SPRINGS, MS 39564
(769) 223-5003

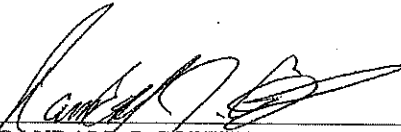
the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Jackson, State of Mississippi, and more particularly described as follows, to-wit:

See Exhibit "A" attached hereto

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property. TAXES for the current year are hereby assumed by the Grantees herein.

THIS CONVEYANCE is 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.

WITNESS THE SIGNATURE of the Grantor on this the 10TH day of May, 2021.


RANDALL J. COFIELD

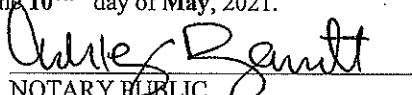

CYNTHIA H. COFIELD

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **RANDALL J. COFIELD and wife, CYNTHIA H. COFIELD**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 10TH day of May, 2021.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



Exhibit "A"

Commence at the Southeast corner of Section 20, Township 7 South, Range 7 West, Jackson County, Mississippi; Thence N00°15'52"W a distance of 45.00 feet to a found 3 inch pipe; Thence S89°44'08"W a distance of 1124.28 feet to a found 1/2 inch re-bar; Thence S89°44'08"W a distance of 296.74 feet to a set 1/2 inch re-bar marking the POINT OF BEGINNING; Thence S89°44'08"W a distance of 435.74 feet to a found 1/2 inch re-bar on the Eastern right-of-way of a Public Road; Thence N00°14'04"W a distance of 50.00 feet to a point; Thence N89°44'08"E a distance of 288.77 feet to a point; Thence N00°12'04"W a distance of 97.00 feet to a set 1/2 inch re-bar; Thence N89°44'08"E a distance of 147.00 feet to a set 1/2 inch re-bar; Thence S00°12'04"E a distance of 147.00 feet to the POINT OF BEGINNING. The property contains 0.83 acres, more or less and is a part of the Southwest 1/4 of the Southeast 1/4 of said Section 20.

CONDITIONAL USE CRITERIA FOR APPROVAL - MAJOR CONDITIONAL USE

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
 - a. YES
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
 - a. This project involves placing a newly built manufactured home (30x80) on .83 acres of land being deeded to us on Oakwood Lane. I have attached the land survey, photo of the house with floor plans. It will be built to HUD standards and a wind zone 3, designed to resist wind loads up to 110 mph.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
 - a. This project **will not** pose any threat to citizens, real or perceived. It **will not** negatively affect property values as this is an upscale \$180,000 manufactured home with an exterior that would be difficult for anyone to distinguish as a manufactured home (i.e. a porch, brick skirting).
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
 - a. This project **will not** adversely affect vehicular or pedestrian traffic in the vicinity. The land is located on a dead end road, and the home will be placed at least 100 ft from the road. The only time vehicular traffic will be affected is the day of delivery, and that is simply to deliver the house to the site via hwy 57, Brown Road, and Oakwood Lane.
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?
 - a. The home will require city water and sewer hookups, for which we as the property owners will obtain permits. The fire marshal is involved with the final inspection according to HUD standards.
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
 - a. The proposed use **IS** in harmony with the city's Comprehensive Plan, first and foremost by adding a family of tax-paying, law-abiding citizens to contribute to the city of Gautier's residential development. In addition, the first goal and objective under Housing and Neighborhood Stabilization is to:

"Facilitate the building of new neighborhoods and the revitalization of existing neighborhoods that offer a variety of quality housing products in a safe and attractive environment for residents" (our home would help to revitalize an existing neighborhood, even though the home will be placed in an agricultural-zoned area with low density)

 - Provide housing for diverse market needs including various income and population groups; (while this is a manufactured home, it is most definitely an upscale home, built safer than many stick-built homes in the area, yet

CONDITIONAL USE CRITERIA FOR APPROVAL - MAJOR

more affordable than building in an environment when the cost to build is at an historic high)

- Eliminate unsafe and inadequate housing; (again, this home is built with 2x6 exterior walls like a stick-built house, built to HUD standards, and built to withstand wind up to 110 mph, a very safe and adequate house)
- Provide quality-built new homes; (see HUD standards)
- Provide amenities for residents within residential neighborhoods;
- Preserve the character and integrity of low-density residential neighborhoods; (Oakwood Lane is a low density area and adding this upscale, modern farmhouse style home will not only maintain but also enhance the integrity of the neighborhood)

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.
 - a. The placement of the home is for single family occupancy and will not pose any hazardous, detrimental, or disturbing affect real or perceived.
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.
 - a. We are requesting an allowance for an upscale manufactured home to be placed on our property; should the allowance be granted we will adhere to all district regulations regarding manufactured home placement within the Gautier city limits.

CONDITIONAL USE NARRATIVE - Openshaw, manufactured home placement

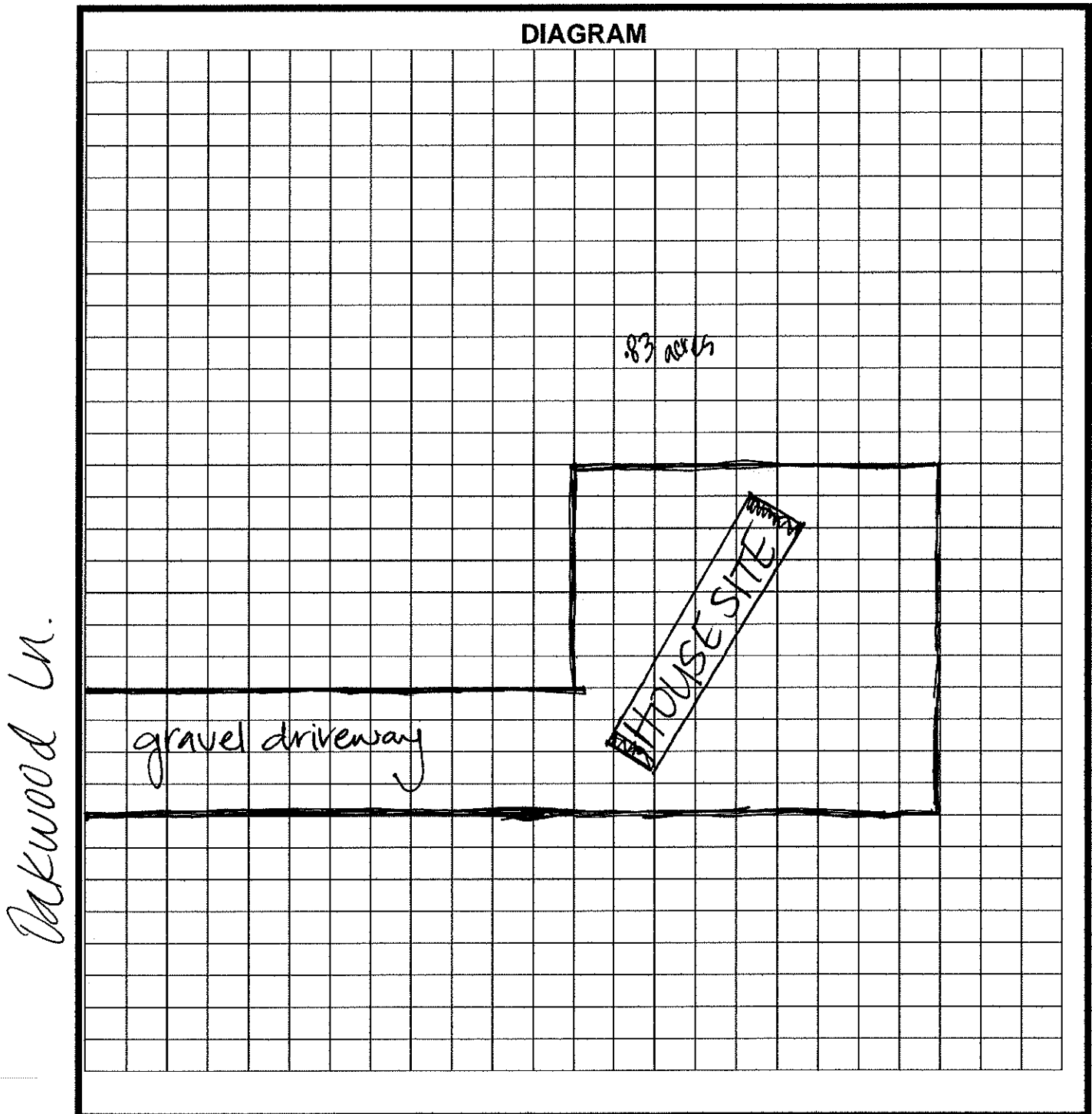
We, Liam and Jessica Openshaw, are closing on the deed to .83 acres of land on Oakwood Lane this week (deeded by Jessica Openshaw's parents, Cindy and Randy Cofield, owners of 5115 Oakwood Lane, Ocean Springs, MS 39564). We originally planned to build a home on this lot, but record-high lumber prices naturally put a stop to building and we began to explore other options. We now wish to place a newly-built Buccaneer manufactured home on the property with the permission of the Gautier planning commission and city council, as a single-family residence for our family of 5.

This upscale home will be built in the year 2021 according to HUD standards (attached) and in a wind zone III, meant to withstand wind loads of up to 110 mph, deeming this house safer than many existing stick-built houses in the area. The exterior of this house will be indistinguishable from a stick-built house (see attached photos), and we plan to add brick skirting to making it comparable to other houses being built in the area. The home is a modern farmhouse look, 30'x80', and even has a wrap around porch. This house looks nothing like a "trailer" from the exterior to the interior.

We would like to add that this land is located on a dead end road in an agricultural-zoned area with low density. We will adhere to all of the mobile home placement requirements as designated by the City of Gautier planning, and we will also acquire the necessary permits to use city water/sewer and Singing River Electric.

We thank you for your time and consideration.

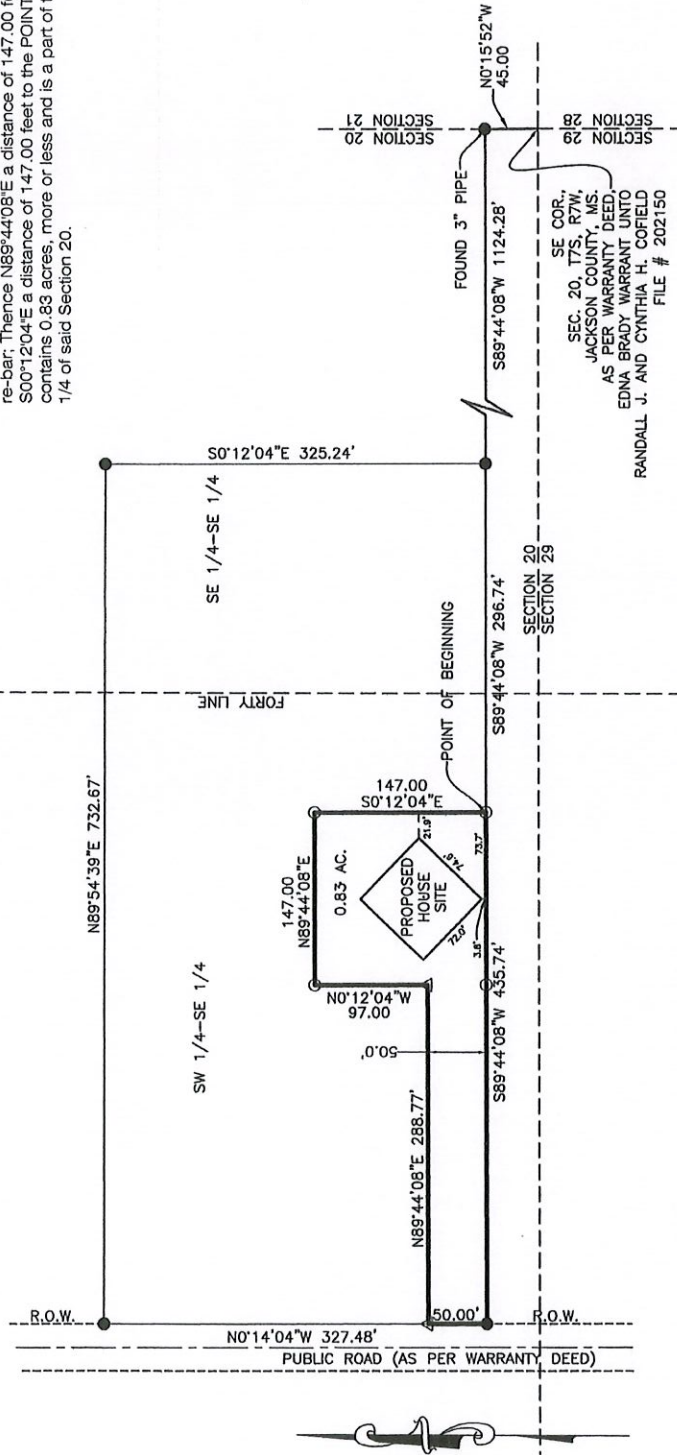
CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking 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.



SURVEY PLAT FOR **JESSICA OPENSHAW** JACKSON CO., MS.

Description

Commence at the Southeast corner of Section 20, Township 7 South, Range 7 West, Jackson County, Mississippi; Thence N00°15'52"W a distance of 45.00 feet to a found 3 inch pipe; Thence S89°44'08"W a distance of 1124.28 feet to a found 1/2 inch re-bar; Thence S89°44'08"W a distance of 296.74 feet to a set 1/2 inch re-bar marking the POINT OF BEGINNING; Thence S89°44'08"W a distance of 435.74 feet to a found 1/2 inch re-bar on the Eastern right-of-way of a Public Road; Thence N00°14'04"W a distance of 50.00 feet to a point; Thence N89°44'08"E a distance of 288.77 feet to a point; Thence N00°12'04"W a distance of 97.00 feet to a set 1/2 inch re-bar; Thence N89°44'08"E a distance of 147.00 feet to a set 1/2 inch re-bar; Thence S00°12'04"E a distance of 147.00 feet to the POINT OF BEGINNING. The property contains 0.83 acres, more or less and is a part of the Southwest 1/4 of the Southeast 1/4 of said Section 20.

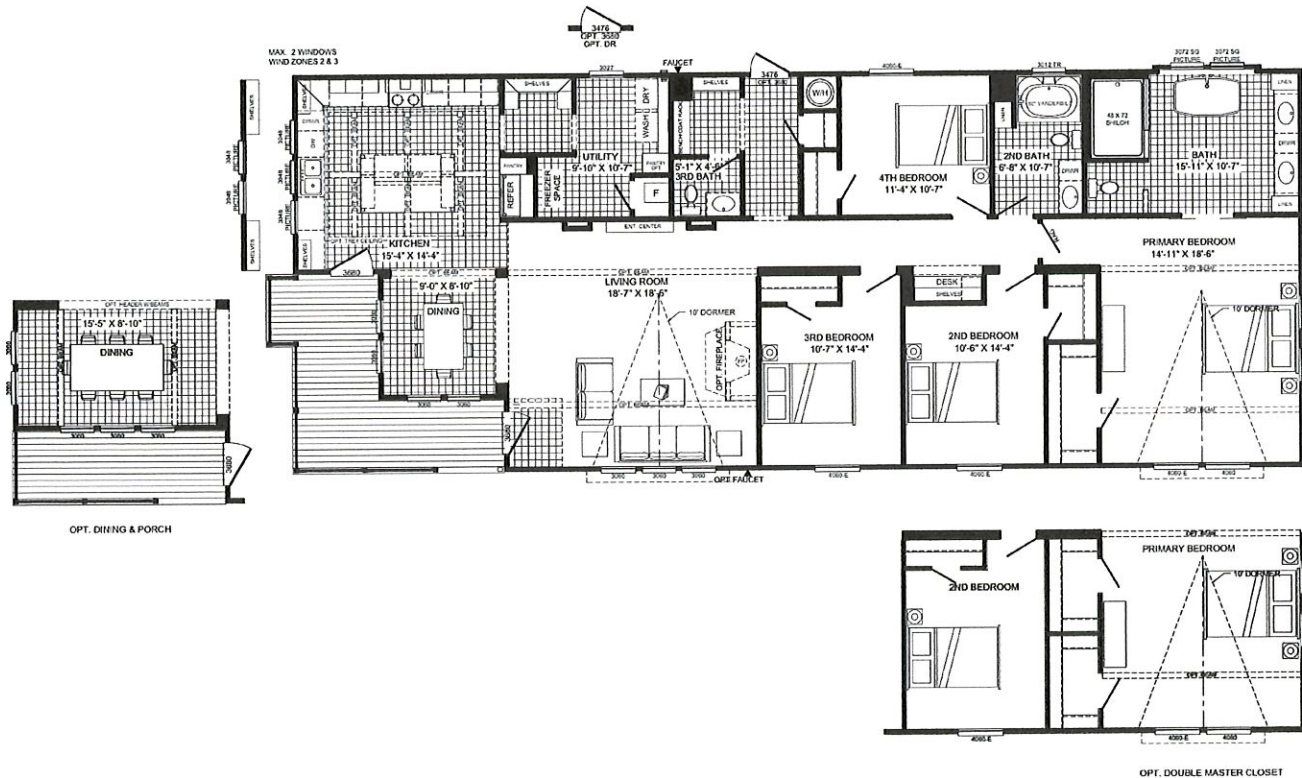


NOTES:

- 1) ALL BEARINGS WERE DETERMINED USING A TOPCON HIPER GA GREEN LABEL RTK GPS/GLONASS SYSTEM, AND BASED UPON THE NAD 1983, NAVD 88 MSSPC EAST.
- 2) THIS PLAT IS THE RESULT OF A FIELD SURVEY USING GPS AND CONVENTIONAL METHODS. BASED ON INFORMATION PROVIDED BY CLIENT WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ENVIRONMENTAL STUDY.
- 3) REFERENCE MATERIALS:
A) JACKSON COUNTY OWNERSHIP MAP
B) WARRANTY DEED PROVIDED BY CLIENT, EDNA BRADY WARRANT UNTO RANDALL J. COFIELD AND WIFE CYNTHIA H. COFIELD.

PROJECT NO. 21005	100	0	100	200
CHECKED BY:	JESSICA OPENSHAW			
FILE NAME:	21005 OPENSHAW			
DRAWN BY:	JIM LAWRENCE			
INDEXING INSTRUCTIONS: SW 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI.				
CLASS "D" SURVEY: BEARINGS DETERMINED BY: GPS	O'NEAL-BOND ENGINEERING, INC.			
SURVEYED:	1/13/2021			
P.O. BOX 369 WIGGINS MS. 39577				
EMAIL: jon@onealbondeng.com				
TELEPHONE: (601) 928-7350				
FAX: (601) 928-5526				

AMERICAN
FARM HOUSE
SERIES



The home series and floor plans indicated will vary by retailer and state. Your local Home Center can quote you on specific prices and terms of purchase for specific homes. Buccaneer Homes invests in continuous product and process improvement. All home series, floor plans, specifications, dimension, features, materials, availability, and starting prices shown on this website are artist's renderings or estimates, and are subject to change without notice. Dimensions are nominal and length and width measurements are from exterior wall to exterior wall.

The Lulabelle

Starting in the \$220,000's*

[See below for complete pricing details](#)

4 beds | 3 baths | 2,132 sq. ft.

REQUEST INFO

[FIND A RETAILER](#)



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

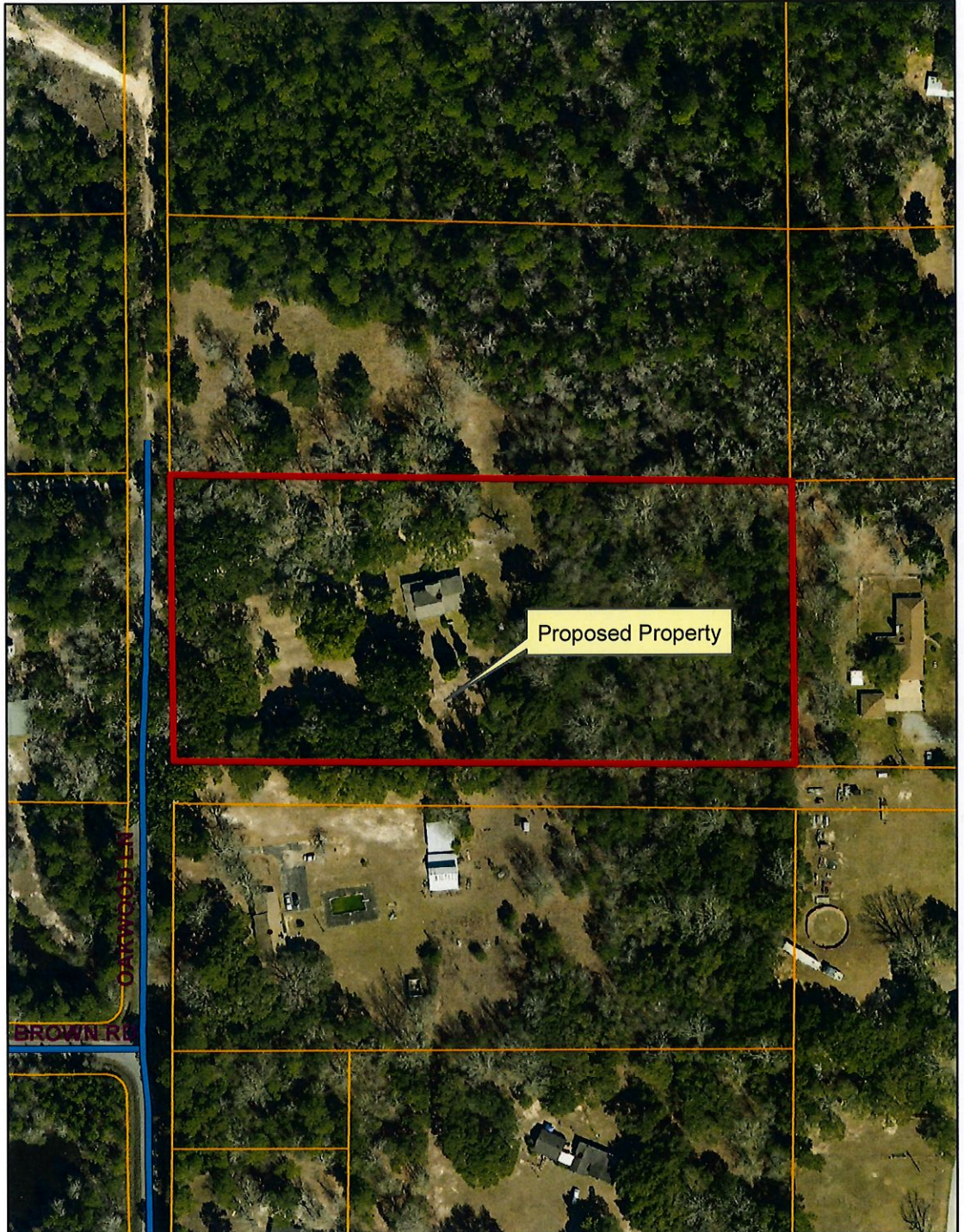


Exhibit B

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

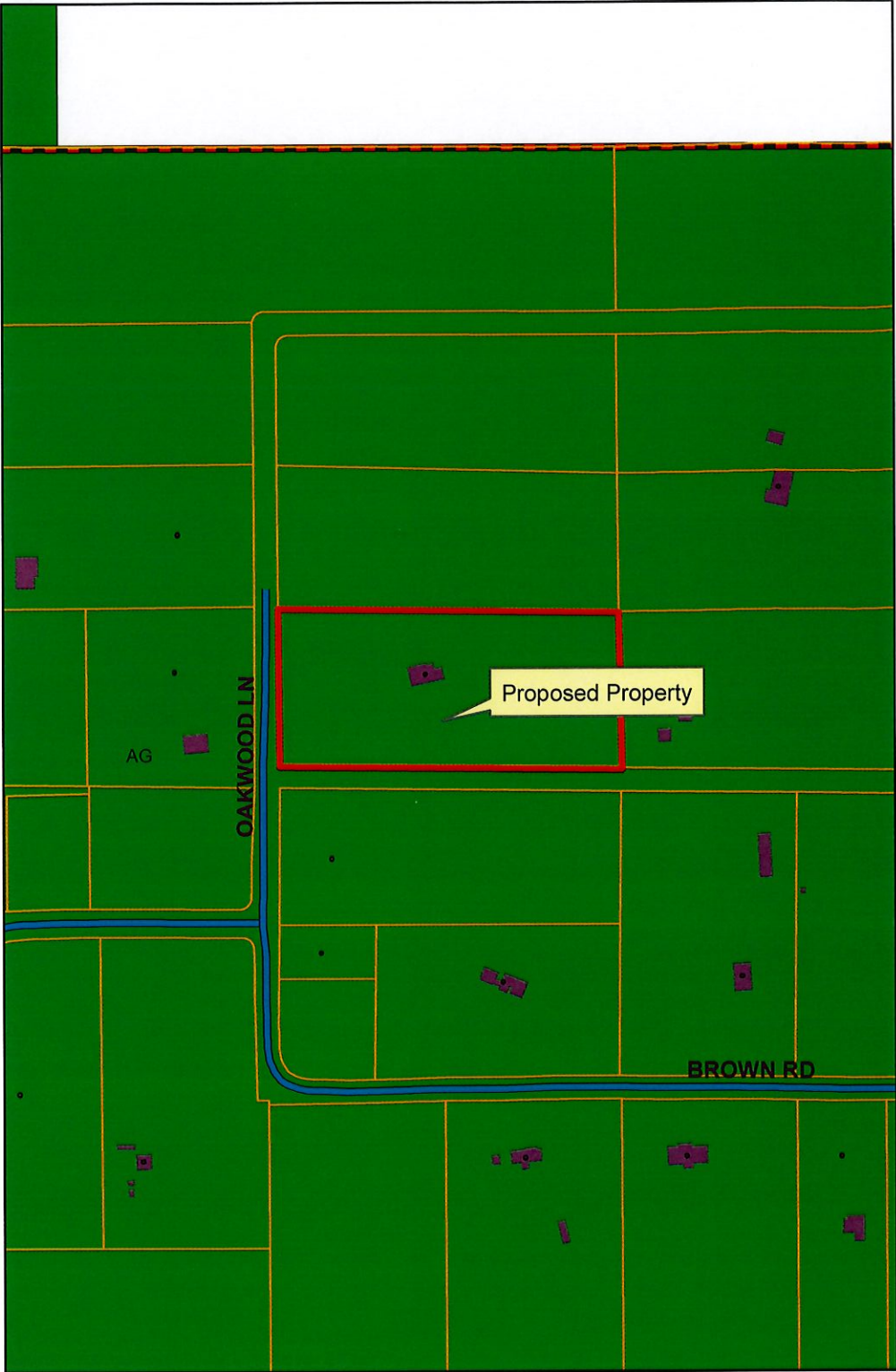


Exhibit C

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

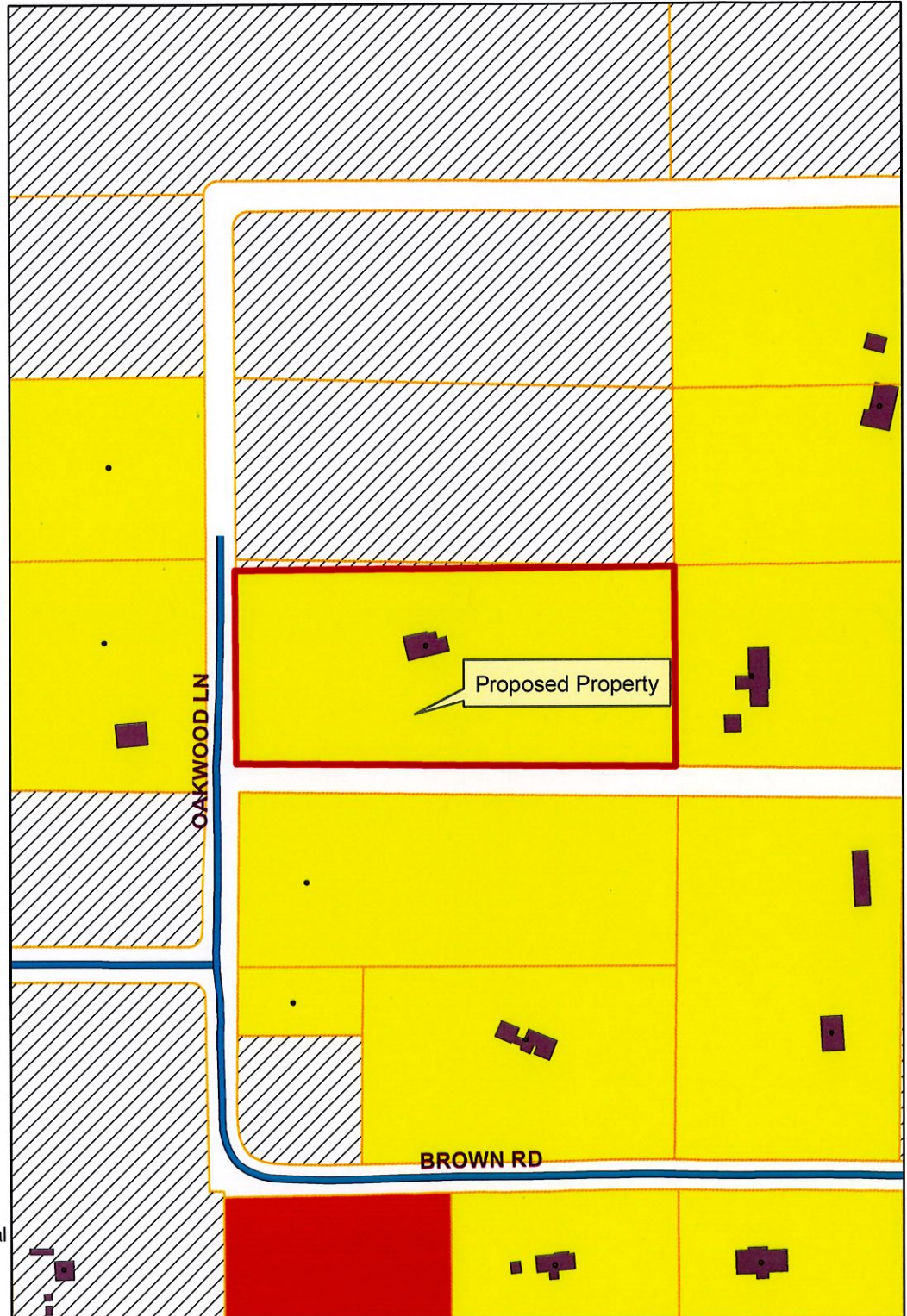


Exhibit D

Future Land-Use

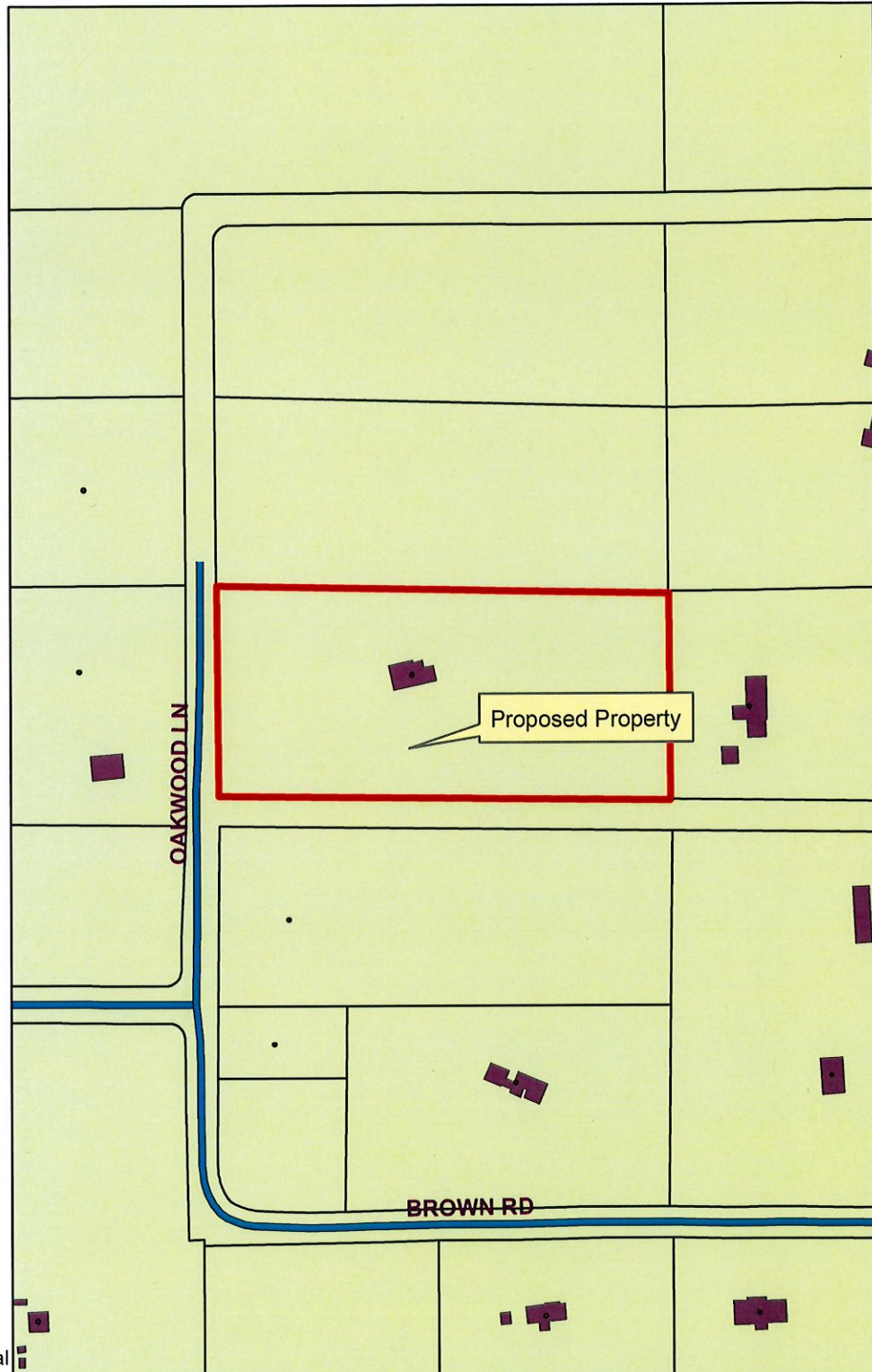
Prepared By:
City of Gautier
Planning Department

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 #8
Fact Sheet**

Council Meeting:
Title:

June 15, 2021
Authorization to enter into a Memorandum of Understanding (MOU) with 46 Entertainment for the Town Commons Amphitheater

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with 46 Entertainment for the Town Commons Amphitheater

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 of Gautier and 46 Entertainment desire to enter into an agreement in which 46 Entertainment and the City will work together to complete and operate the Town Commons Amphitheater; and

WHEREAS, this memorandum will provide the framework for any future binding contract regarding the Town Commons Amphitheater; 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 46 Entertainment for the Town Commons Amphitheater 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 **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 June 15, 2021.

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on _____, by and between 46 Entertainment, Inc., located at 120 Caroline Way, Gallatin, Tennessee 37066 (hereinafter referred to as, “46 Entertainment”) and the City of Gautier, Mississippi, located at 3330 HWY 90, Gautier, Mississippi 39553 (hereinafter referred to as, “the City”), collectively referred to herein as “the Parties”, for the purpose of achieving the various aims and objectives relating to the construction and marketing of an amphitheater to be located on the City’s Town Commons (hereinafter referred to as, “the Project” and “the Town Commons Amphitheater”).

WHEREAS, 46 Entertainment and the City desire to enter into an agreement in which 46 Entertainment and the City will work together to complete and operate the Project;

WHEREAS, 46 Entertainment and the City are desirous to enter into a Memorandum of Understanding between the Parties, setting out the working arrangements that each of the Parties agree are necessary to complete and operate the Project;

1. Purpose

The purpose of the Memorandum is to provide the framework for any future binding contract regarding the Town Commons Amphitheater. It is anticipated that such future contract will include the ability of 46 Entertainment to book a certain number of shows at the Town Commons Amphitheater each year.

2. Obligations of the Parties

The Parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project, and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

The activities and services for the project shall include, but not limited to the following:

(a) Services to be rendered by 46 Entertainment include:

1. Providing input and advice on the design of the Project based on industry knowledge.
2. Booking music, entertainment, festivals, or other events that will utilize the Project and drive traffic.
3. Coordinate efforts with the City to sell sponsorships and/or memberships for the Project.
4. Marketing and promotion of the Project.
5. Attracting other event promoters to bring music, entertainment, or festivals to the Project and vetting the potential promoters and providing advice to the City about possible events.

(b) To be provided by the City include:

1. A complete and functioning amphitheater.
2. Access to design documents.
3. Access to the amphitheater for tours, promotional reasons, and events.

4. Resources

The Parties will have certain financial requirements for the development, management, and future events. The terms of any financial commitments of the Parties will be included in the terms of a future contract.

5. Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of the City. The City agrees to provide 46 Entertainment any copies and notice of such marketing or public relations. Where it does not break confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further aims of the Project.

6. Liability

No liability will arise or be assumed between the Parties as a result of this Memorandum.

7. Term

The arrangements made by the Parties by this Memorandum shall remain in place from the date of this agreement until September 30, 2022. The term can be extended only by agreement of both Parties.

8. Notice

Any notice or commutation required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or via electronic email at the address provided below.

9. Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Mississippi.

10. Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

11. Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by both Parties.

12. Severability

If any provision of this Memorandum is found to invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. Prior Memorandum Superseded

This document constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

14. Understanding

It is mutually agreed upon and understood by and among the Parties of the Memorandum that:

- i) Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- ii) To the extent reasonably possible, each Partner will participate in the development of the Project.
- iii) Nothing in this Memorandum shall obligate any Partner to commit or transfer funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Memorandum will be handled in accordance with a separate agreement.
- iv) This Memorandum is not intended to and does not create any legal right, benefit, or trust responsibility.
- v) This Memorandum will be effective upon the signature of both Parties.
- vi) Any Partner may terminate its participation in the Memorandum by providing written notice to the other Partner.

By: _____

46 Entertainment, Inc.
Nathan Baugh, President
nb@46entertainment.com

Date: _____

By: _____

City of Gautier
Paula Yancey, City Manager
pyancey@gautier-ms.gov

Date: _____

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

Council Meeting:

June 15, 2021

Title:

Approval to enter into a preliminary engineering services contract with Waggoner Engineering for the Railroad Crossing Overpass Study, contingent upon MDOT concurrence.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Approval to enter into a preliminary engineering services contract with Waggoner Engineering for the Railroad Crossing Overpass Study in an amount not to exceed \$71,057.34, contingent upon MDOT concurrence.

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:

EXHIBIT 1

**RESOLUTION OF THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF GAUTIER, MISSISSIPPI
APPROVING CONTRACT AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO SIGN ON BEHALF
OF THE CITY OF GAUTIER, MISSISSIPPI**

WHEREAS, the City of Gautier, Mississippi requires the services of a professional engineering firm for the purposes of studying alternatives and feasibility for a new grade separated railroad crossing at the CSX Railroad in the City of Gautier, as provided for in STP-0494-00(013) LPA/108640-711000; and,

WHEREAS, the City of Gautier, Mississippi has agreed that Waggoner Engineering, Inc shall serve as consultant on this contract to provide engineering services; and,

WHEREAS, the form of the contract approved by the Mississippi Department of Transportation requires the City of Gautier, Mississippi to authorize an official to sign on behalf of the City and said authorization to be attached thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi to enter into the Preliminary Engineering Services Contract with Waggoner Engineering, Inc for the City of Gautier Railroad Crossing Overpass Study CSX Railroad from SR 57 to Graveline Road STP-0494-00(013) LPA/108640-711000; and,

BE IT FUTHER RESOLVED that the City Manager and City Clerk are hereby authorized to be the Official of the City of Gautier with the authority to execute all document for the Railroad Crossing Overpass Study Project, including the Preliminary Engineering Services Contract with Waggoner Engineering, Inc.

SO RESOLVED, this the ____ day of _____, 2021.

CITY OF GAUTIER, MISSISSIPPI

MAYOR

Attest:

CITY CLERK



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

June 8, 2021

Ms. April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Preliminary Engineering Services Contract
City of Gautier Railroad Crossing Overpass Study
CSX Railroad from SR 57 to Graveline Road
STP-0494-00(013) LPA/108640-711000

Dear April:

Submitted herewith for further processing are three copies of the Preliminary Engineering Services Contract for the City of Gautier Railroad Crossing Overpass Study CSX Railroad from SR 57 to Graveline Road.

After review, the contracts can be sent to the MDOT Planning LPA Coordinator, along with a letter from the Chief LPA Official requesting concurrence. MDOT will then review the contracts and return two of the partially executed contracts to be fully executed by the City.

Thank you for your confidence in Waggoner Engineering. If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Hayden Overby, PE
Sr. Project Manager

Enclosure

PRELIMINARY ENGINEERING SERVICES CONTRACT

***City of Gautier Railroad Crossing Overpass Study
CSX Railroad from SR 57 to Graveline Road
STP-0494-00(013) LPA/108640-711000
Jackson County, Mississippi***

This CONTRACT, is made and entered into by and between the **City of Gautier**, a body Politic of the State of Mississippi (the "LPA"), and, **Waggoner Engineering, Inc.** (the "CONSULTANT"), a Corporation, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **143-A LeFleurs Square; Jackson, MS 39211**. This CONTRACT shall be effective as of May 4, 2021.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of **studying alternatives and feasibility for a new grade separated railroad crossing at the CSX Railroad in the city of Gautier**, as provided for in **STP-0494-00(013) LPA/108640-711000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon May 4, 2021 and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until December 31, 2021, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, 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 LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, 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.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Jackson County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Jackson County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

***Paula Yancey
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
pyancey@gautier-ms.gov***

For Technical Matters:

***April Stennett
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000 ext 315
Fax: 228-497-8028
astennett@gautier-ms.gov***

CONSULTANT:

For Contractual Matters:

***Emad Al-Turk, President
Waggoner Engineering
143-A LeFleurs Square
Jackson, MS 39211
Phone: 601-355-9526
Fax: 601.352.3945
Emad.Al-Turk@waggonereng.com***

For Technical Matters:

***Bill McDonald, Chief Technical Officer
Waggoner Engineering
143-A LeFleurs Square
Jackson, MS 39211
Phone: 601-355-9526
Fax: 601.352.3945
Bill.McDonald@waggonereng.com***

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 10056
Surveyor #

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 10066
Surveyor #

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Gautier, Mississippi

Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the 8 day of June, 2021.

Waggoner Engineering, Inc.

Emad Al-Turk, President
ATTEST *Cynthia Grothues*

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

**AMENDMENT NO.1 TO
UNANIMOUS CONSENT TO ACTION
BY THE DIRECTORS OF
WAGGONER ENGINEERING, INC.**

The undersigned, being all the Directors of Waggoner Engineering, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Business Corporation Act, consent to the following resolutions adopted at the WEI Board of Directors meeting held on March 18, 2021 in the name of and on the behalf of the Corporation, without the necessity of a formal meeting of the Directors of the Corporation, and in lieu thereof.

WHEREAS, the Corporation desires to authorize its officers to sign and deliver to clients and customers agreements for the performance of work by and on behalf of the Corporation, without further action or ratification by the board of Directors; and

WHEREAS, the Directors of the Corporation believe it is in the best interests of the Corporation to grant such authority to the officers of the Corporation;

NOW, THEREFORE, BE IT RESOLVED,

1. Each of the following officers of the Corporation shall be, and hereby is, authorized to execute and enter into contracts on behalf of the Corporation for the performance of any and all engineering, surveying, and other work of a type routinely performed by the Corporation:

Joe A. Waggoner – Chief Executive Officer

Emad Al-Turk – Chairman/President

Hunter Arnold – Senior/Vice President of Operations, Central Region

Anthony Brister – Senior Vice President of Operations, Southern Region

Tracy M. Huffman – Senior Vice President of Operations, Northern Region

William Vaughan – Chief Operating Officer

Ronald Thompson – Vice President and Chief Strategic Services Officer

Misty Biard - Secretary and Treasurer, Chief Financial & Administrative Officer

2. Each of the authorized officers of the Corporation shall be, and hereby is, authorized and directed to execute on behalf of the Corporation any documents and to take such actions as he may deem necessary or advisable in furtherance of the resolutions adopted hereby, the execution or taking thereof by an authorized officer of the Corporation to be conclusive evidence of approval and authorization of each of such documents and each of such actions by the Corporation.

3. All actions heretofore taken by the Corporation in furtherance of the resolutions adopted hereby shall be, and hereby, ratified, affirmed and approved in all respects.
4. This Unanimous Consent to Action shall serve in lieu of a meeting of the Board of Directors of the Corporation.

The undersigned, being all the Directors of Waggoner Engineering, Inc., do hereby waive any notice of the time, place and purposes of a meeting of the Directors of the Corporation which may have otherwise been required by the Mississippi Business Corporation Act to transact the business described above and do hereby ratify, approve and affirm all actions which are noted in the foregoing and the resolutions adopted herein, this Unanimous Consent to Action having been executed on the date(s) indicated below. The Secretary of the Corporation shall be, and hereby is, authorized and directed to file this Unanimous consent in the Minute Book of the Corporation.

Date: 4/1/2021

Emad Al-Turk
Emad Al-Turk, Chairman/Director

Date: 4/1/21

Hunter To Arner
Hunter Arnold, Director

Date: 4/6/2021

Anthony Brister
Anthony Brister, Director

Date: 4/5/2021

Tracy Huffman
Tracy Huffman, Director

EXHIBIT 2

SCOPE OF WORK

City of Gautier, Mississippi CSX Railroad Grade-Separated Crossing Study Waggoner Professional Services

Preface

The City of Gautier, MS is bisected by the CSX railroad. Currently, there are no public access grade separated crossings of the CSX railroad within the City boundaries. There is a small grade separated crossing accessing a golf course and small subdivision, but there is no access from that subdivision to the rest of the City.

Currently the existing at grade crossings are being blocked by rail activities for extended periods of time. This lack of a grade separated crossing often strands a significant portion of the population from access to the rest of the community, most of the commercial activity and the bulk of the public safety facilities during these times of blockage.

Not only does this separation cause negative quality of life and economic impacts to residents experiencing delays in getting to work, getting children to school and events, and participating in commercial activities, but it has a demonstrative health, safety and welfare impact to residents as well.

Since three of the four fire stations and the police department are located north of the railroad, there is a significant risk of emergency responders being blocked from emergencies south of the railroad.

Additionally, if local at-grade crossings are blocked due to a train, flooding, etc. during an evacuation emergency, many of the City's residents would be trapped south of the railroad with no ability to self-evacuate.

The City has requested that Waggoner prepare a scope of work to study the options for at least one (not to exceed two) grade separated railroad crossing, examine the costs and benefits of various options, and prepare an action and implementation plan to move forward with the most effective alternative to address this on-going concern.

Description of Work Tasks

The scope below has been tailored to specifically address the City's concerns and needs, and to develop a plan to move forward with reuniting the City.

Task 1: Project Kickoff and Data Collection

1. Kickoff Meeting - Waggoner will attend a project kick-off meeting with City staff to identify key priority areas and set goals and objectives for the plan.
2. Review of Existing Plans - Waggoner will review the City's Land Use Plan, Comprehensive Plan, and other available related information to identify anticipated changes in growth and land use patterns.

2. **Site Visits** - Waggoner will perform one (1) site visit to observe existing traffic conditions, land uses, major trip generators and destinations, and other points of interest north and south of the CSX railroad.
3. **Coordination with Planning Agencies** - Waggoner will coordinate with the Mississippi Department of Transportation (MDOT) and Gulf Regional Planning Commission (GRPC) regarding planned transportation-related improvements that will affect the City of Gautier transportation network.

Task 2: Public Involvement

1. **Initial Community Workshops** – Following Task 1, Waggoner will organize up to two (2) community workshops that will provide the public with an overview of the project and solicit input on issues, deficiencies and ideas for potential improvements.
2. **Stakeholder Meetings/Interviews** – Waggoner will work with the City to identify key stakeholders and will coordinate and conduct up to fifteen (15) individual stakeholder meetings/interviews which may be conducted in person or via telephone. If any crossings are MDOT roads, then MDOT should be included in the stakeholder meetings.

Task 3: Data Analysis and Alternatives Development

1. **Limited Traffic Analysis** - Waggoner will develop limited traffic projections and analysis of traffic circulation within the city of Gautier based on current and future land uses.
2. **Draft Crossing Alternatives** – Waggoner will prepare conceptual alignments and strategies for potential crossing improvements for City's consideration. Up to three (3) draft crossing alternatives will be developed based on observed existing transportation conditions, public input, and future traffic projections.
3. **Opinions of Probable Cost** – Waggoner will develop concept-level opinions of probable cost for each of the draft crossing alternatives and perform a cost benefit analysis of each alternative to determine feasibility and determine a preferred alternative.
4. **Progress Update Meeting** – Waggoner will attend one (1) meeting with City staff to present the draft crossing alternatives for feedback and approval, and to receive direction on presenting the concepts to the public.

Task 4: Plan Development and Adoption

1. **Draft Report** – Waggoner will prepare a draft report outlining the findings of the Data and Alternatives Analysis, including exhibits and probable cost opinions for the crossing alternatives.
2. **Public Meeting** – Waggoner will conduct a public meeting to present the Draft Report to the public for input. The meeting will be conducted in an open house format, with exhibits and handouts provided. Comment cards for public input will be available.
3. **Final Report** – Waggoner will revise and update the Draft Report based on comments received from the City and the Public Meeting.
4. **Final Presentation and Plan Adoption** – Waggoner will attend one (1) meeting of the Mayor and City Council to present the Final Report for adoption by the City.

Project Schedule

The following is the anticipated schedule for the project.

Task	Duration	Cumulative Time
Notice to Proceed by City	0 weeks	0 weeks
Project Kickoff and Data Collection	2 weeks	2 weeks
Public Involvement	3 weeks	5 weeks
Data Analysis and Alternates Development	4 weeks	9 weeks
Plan Development and Adoption	6 weeks	15 weeks

Gautier Railroad Crossing Study

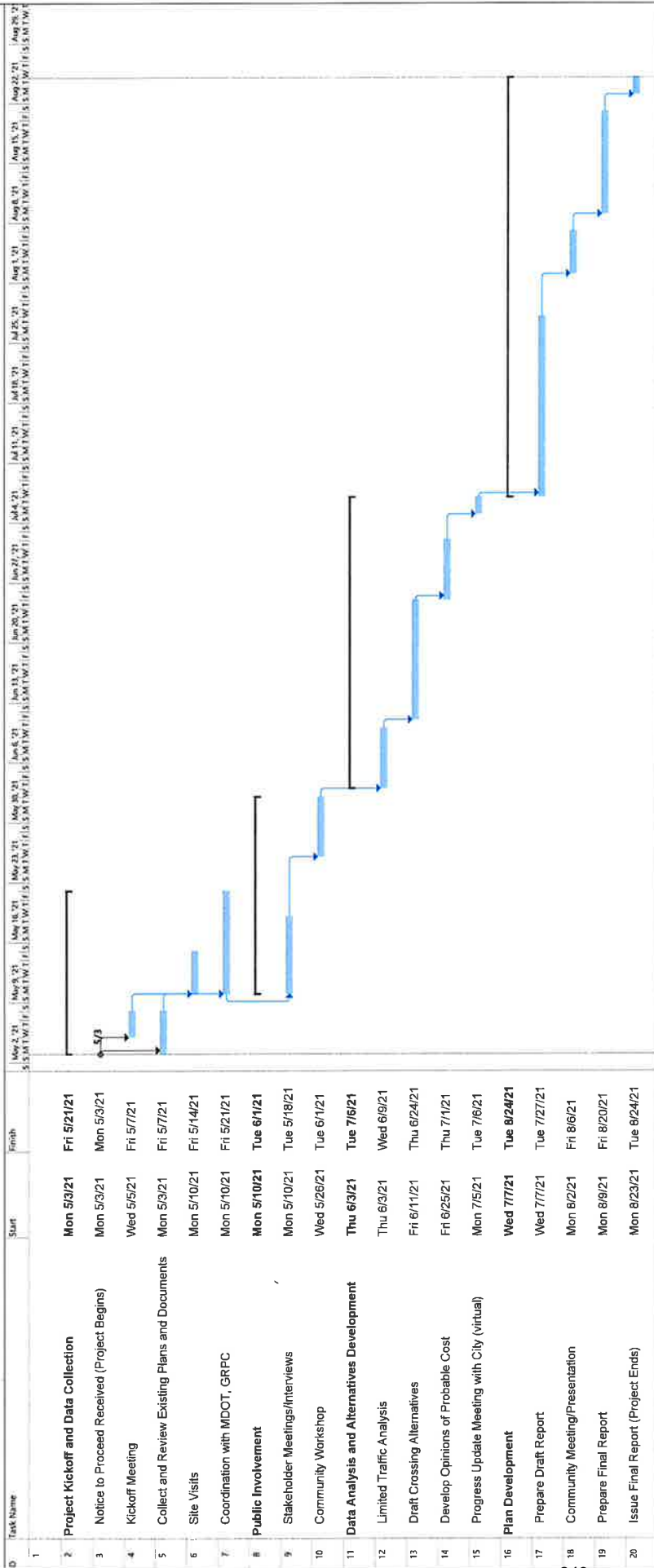


EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$71,076.84** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$7,415.12, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$71,057.34** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$61,868.22	\$1,774.00	\$7,415.12	0.00	\$71,057.34

EXHIBIT 4 **SAMPLE CSU-001 – COST PLUS FIXED FEE**

LPA-CSU-001 For LPA's

REV 4/01/2016

Date Processed January 0, 1900

Vendor Number

Project No.

In Account With

Contract Number:

Est. No.

3100000000

0

CS 000000

0

County

Address

Surety

Period

0

0

0

0

MDOT Project Number

0

MDOT Project Number

0

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

P.O. No. 3941

Invoice Number :

Sheet No.

0

1

Document No.

January 0, 1900

THRU

January 0, 1900

Period

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	00000	0	0	0	0	0.00	0.00	0.00
Total							0.00	0.00	0.00
Total All Work Due							0.00	0.00	0.00
Total Net Work Due							0.00	0.00	0.00

Quantities Checked
Original Signed
C0000000
LPA Official
0

Contract Not To Exceed Amount
\$0.00

Project Engineer

Approved By:

NTP Date
January 0, 1900

Termination Date
January 0, 1900

Consultant Services Unit Engineer - Scot
Ehrgott, P.E.

% Matching Funds Deduction
for LPA

0.000000%

001 00000

0

0

0

0.00

0.00

0.00

0.00

TOTAL Net Amount Owed to the LPA

0.00

0.00

0.00

THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. ____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 8 day of June, 2021.

Waggoner Engineering, Inc.

Emad Al-Turk

Emad Al-Turk, P.E., President

ATTEST:

Chas Corbett

My Commission Expires:



Cynthia D. Crotchet
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

City of Gautier

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating 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 Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

152694

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Emad Al-Turk June 8, 2021
Authorized Officer or Agent Date

EMAD AL-TURK President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 8 day of June, 2021.

Cynthia D. Crotchet
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration.



Summary

City of Gautier Railroad Crossing Overpass Study
 Jackson County
 Project Number STP-0494-00(013) LPA/108640-711000
 Waggoner Engineering, Inc
 3/24/2021

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Planning	408		\$21,596.00	\$40,196.63	\$75.59	\$61,868.22	\$1,774.00	\$7,415.12	\$71,057.34
Environmental									
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey									
Traffic									
			\$ 21,596.00	\$ 40,196.63	\$75.59	\$61,868.22	\$ 1,774.00	\$ 7,415.12	\$71,057.34
Total			\$21,596.00	\$40,196.63	\$75.59	\$61,868.22	\$1,774.00	\$7,415.12	\$71,057.34

Grand Total \$71,057.34

Planning Services
City of Gautier Railroad Crossing Overpass Study
Jackson County
Project Number STP-0494-00(013) LPA/108640-711000
Waggoner Engineering, Inc
3/24/2021

MDOT Process Item Description	No.	Estimated Hours							Total Hours
	Sheets	Principal	Sr. Project Manager	Sr. Discipline Manager	Senior Planner	Project Engineer	Designer	Senior Technician	
Pre-Design Meeting (prep/attend)	10.0	1.0	1.0	2.0	2.0		1.0		7.0
Pre-Design Meeting (minutes)	10.0			1.0	2.0				3.0
Data Collection			1.0	16.0	16.0		8.0		41.0
Public Involvement	75.0	1.0	1.0	32.0	32.0	2.0	8.0		76.0
Analysis and Alternatives		1.0	1.0	28.0	32.0	8.0	40.0		110.0
Plan Report Development	400.0	3.0	2.0	24.0	80.0	2.0	24.0		135.0
Project Management	5.0	2.0	32.0	2.0					36.0
Totals	500.0	8.0	38.0	105.0	164.0	12.0	81.0	0.0	408.0
Total Hours		8.0	38.0	105.0	164.0	12.0	81.0	0.0	408.0

Raw Labor Rates
Labor Cost

\$93.00	\$62.00	\$67.00	\$47.00	\$36.00	\$41.00	\$31.36	\$28.00	\$21,596.00
\$744.00	\$2,356.00	\$7,035.00	\$7,708.00	\$432.00	\$3,321.00			
				Overhead	%	186.13%		\$40,196.63
				Fixed Fee	%	12.00%		\$7,415.12
				FCCM Overhead	%	0.35%		\$75.59

Direct Costs:		Unit Price ¹
Mileage	Qty. 1300.0	\$0.560
Meals	8.0	\$14.00
Lodging	4.0	\$96.00
Postage		
Supplies		
Reproductions	500.0	\$1.10
Other		

¹ See State Travel Handbook

Total Direct Costs:

\$1,774.00

Prime Total	
Subconsultant A	
Subconsultant B	
Subconsultant Total	

\$71,057.34

Project Total

\$71,057.34

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 6/9/2021
Subject: Railroad Crossing Overpass Study – Waggoner Engineering Preliminary Engineering Contract

REQUEST:

The Grants and Projects Department requests City Council approval to enter into a preliminary engineering services contract with Waggoner Engineering for the Railroad Crossing Overpass Study in an amount not to exceed \$71,057.34, contingent upon MDOT concurrence.

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 are \$56,888, with a local match of up to \$14,222.

DISCUSSION:

This contract has been partially executed by Waggoner Engineering. If approved, this contract will be sent to MDOT for concurrence. Once concurrence is received, it will be executed by the City, and work will commence.

RECOMMENDATION:

Staff recommends that City Council approve entering into a preliminary engineering services contract with Waggoner Engineering for the Railroad Crossing Overpass Study in an amount not to exceed \$71,057.34, contingent upon MDOT concurrence.

City Council may:

- 1) Approve entering into the agreement, as presented; or
- 2) Not approve entering into the agreement.

ATTACHMENTS:

1. Partially Executed RR Overpass PE Contract

**CITY OF GAUTIER
Business Agenda Item #10
Fact Sheet**

Council Meeting:
Title:

June 15, 2021
Approval to extend the contract to purchase real property from Singing River, LLC for an additional period, through July 20, 2021.

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval to extend the contract to purchase real property from Singing River, LLC for an additional period, through July 20, 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 ☐

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 8, 2020, the City of Gautier entered into a Contract to Purchase certain real property from Singing River, LLC; and

WHEREAS, on May 4, 2021, the contract was extended until June 15, 2021; and

WHEREAS, the City Manager has indicated a desire to extend the contract for an additional period, through July 20, 2021; and

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interest 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 extension of the contract to purchase real property from Singing River, LLC. for an additional period, through July 20, 2021 is 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 June 15, 2021.

EXTENSION OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

On or about October 8, 2020, the City of Gautier (hereinafter, "the City") and Singing River, LLC (hereinafter, "Owner") entered into a Contract for the Sale and Purchase of Real Estate relating to the purchase of real property designated therein as "the Property". A copy of the Contract for the Sale and Purchase of Real Estate (hereinafter, "the Contract") is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word.

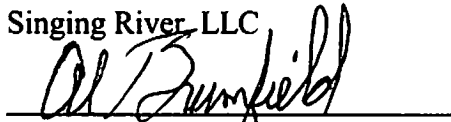
Pursuant to the most recent extension of the Contract, the closing date for this transaction is on or before June 15, 2021. Based on the pending resolution of certain use restrictions and limitations on the Property, the parties understand and agree that an extension of the Contract will be necessary. Therefore, the City and Owner hereby extend the closing date in the Contract until July 20, 2021. All other terms and provisions of the Contract 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 Owner under the original Contract for the additional period.

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

WITNESS OUR SIGNATURES this _____ day of June, 2021.

Singing River, LLC



By: Al Brumfield, as Executor
of the Estate of Lee Brumfield,
Member and Authorized
Representative of Singing River, LLC

City of Gautier, Mississippi

By: Paula Yancey,
City Manager

By: Shane Morrison
Member and Authorized
Representative of Singing River, LLC

STATE OF Mississippi
COUNTY OF Jackson

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

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



Melissa Nell Ceasar

NOTARY PUBLIC

My Commission Expires: Sept. 4, 2024

**CITY OF GAUTIER
Business Agenda Item #11
Fact Sheet**

Council Meeting:

June 15, 2021

Title:

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 June 15, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	212342	06/15/2021	06/01/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2021: CFD #122024086		05162021	05/23/2021			83.32
001	SPARKLIGHT	212343	06/15/2021	06/01/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2021: NFD #122024383		05162021	05/23/2021			83.32
001	SPARKLIGHT	212344	06/15/2021	06/01/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2021: SFD #122025091		05162021	05/23/2021			83.32
001	SECURE NETWORKS LLC	212347	06/15/2021	06/01/2021			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2021 NETWORK SERVICES		4542	05/14/2021			2,280.00
001	GOVERNMENT BRANDS SHARED SERVICES	212351	06/15/2021	06/01/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUN 2021 COURT CHARGES		#INV211135	06/01/2021			1,495.00
001	RJ YOUNG COMPANY LLC	212353	06/15/2021	06/01/2021			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4243179	05/22/2012			113.14
001	FUELMAN	212354	06/15/2021	06/01/2021			3,377.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP60136231	05/31/2021			70.27
	001-100-525	UNL & DSL FUEL		NP60136231	05/31/2021			2,532.41
	001-161-525	UNL & DSL FUEL		NP60136231	05/31/2021			460.72
	001-170-525	UNL FUEL		NP60136231	05/31/2021			228.85
	001-205-525	UNL & DSL FUEL		NP60136231	05/31/2021			85.16
001	LOWES HOME CENTERS INC	212358	06/15/2021	06/02/2021			943.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	BOLTS (3), EYE HOOK, WASHERS (8)		901972	04/26/2021			6.11
	001-170-639	STEEL FITTINGS (3)		901435	04/28/2021			5.54
	001-170-559	BRASS KEYS (4)		902612	04/28/2021			11.32
	001-170-634	WATERWELD EPOXY PUTTY (3)		902860	04/29/2021			16.47
	001-170-577	11-IN & 18-IN CABLE TIES (4)		923140	04/29/2021			55.00
	001-170-577	FIRE ANT KILLER (2)		909697	04/30/2021			23.72
	001-170-559	WOOD HANDLE DRAIN SPADE (2)		909271	05/04/2021			75.96
	001-170-520	ASSRT 1GAL & 1QT FLOWERS (14)		920087	05/04/2021			53.20
	001-170-520	1QT PLANTS (6), TROWEL		920105	05/04/2021			43.57
	001-170-520	3.58GAL EUONYMUS PLANT (2)		919958	05/04/2021			104.46
	001-170-639	TIME DELAY CARTRIDGE		902772	05/05/2021			18.04
	001-161-559	32CT NIAGARA WATER (10)		901242	05/11/2021			42.50
	001-205-559	KBLT TOOL SET, PWR STATION, CASE		901314	05/11/2021			148.16
	001-205-559	DRVR BITS, PLIERS, BIT SET, TOTE		901314	05/11/2021			137.68
	001-170-634	REPR SPLASH PAD: CITY PARK		910612	05/12/2021			17.04
	001-170-634	REPR SPLASH PAD: CITY PARK		902150	05/12/2021			30.47

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	212358	06/15/2021	06/02/2021			943.79	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	WOOD FILLER & GLUE, NAILS	902388	05/13/2021			21.80	
	001-161-559	WTR HSE NZLE(2), BRASS COUPLER	902152	05/17/2021			28.45	
	001-170-634	OUTDR CLNR, SPRY PNT, RBR SPRAY	909970	05/18/2021			38.33	
	001-170-634	ELEC SOLDER, SHRINK TUBING(9)	901913	05/20/2021			32.46	
	001-170-634	SHRINK TUBE SPOOL	901913	05/20/2021			5.05	
	001-161-510	55GAL/40CT CAN LINERS (2)	901821	05/23/2021			28.46	
001	SINGING RIVER ELECTRIC COOPERATIVE	212364	06/15/2021	06/03/2021			185.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SPORTS PAVILION 66582005	05182021	05/25/2021			108.54	
	001-170-631	ROUNDABOUT 102311002	05182021	05/25/2021			25.00	
	001-170-631	FITNESS TRAIL 1109268001	05182021	05/25/2021			26.59	
	001-170-631	SRM VENUE 104312006	05182021	05/25/2021			25.69	
001	SINGING RIVER ELECTRIC COOPERATIVE	212365	06/15/2021	06/03/2021			731.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	05182021	05/25/2021			50.98	
	001-201-633	DOLPHIN ST 94988002	05182021	05/25/2021			51.89	
	001-201-633	DOLPHIN ST 94989002	05182021	05/25/2021			46.84	
	001-201-633	DOLPHIN ST 94990002	05182021	05/25/2021			460.33	
	001-201-633	WM PAYNE 100244001	05182021	05/25/2021			47.24	
	001-201-633	WM PAYNE 100245001	05182021	05/25/2021			74.01	
001	SINGING RIVER ELECTRIC COOPERATIVE	212366	06/15/2021	06/03/2021			2,143.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	05182021	05/25/2021			1,413.96	
	001-201-629	SIGNAL LIGHT 89113001	05182021	05/25/2021			52.87	
	001-170-631	CITY PARK RESTRMS 89912001	05182021	05/25/2021			379.76	
	001-201-633	STREET LIGHTS 90345002	05182021	05/25/2021			118.38	
	001-092-631	RECORDS BLDG 90790001	05182021	05/25/2021			133.40	
	001-170-631	FRAZIER RESTRMS 98546001	05182021	05/25/2021			44.96	
001	SINGING RIVER ELECTRIC COOPERATIVE	212368	06/15/2021	06/03/2021			655.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	05192021	05/26/2021			275.31	
	001-170-631	BACOT PARK 10137	05192021	05/26/2021			230.73	
	001-201-629	SIGNAL LIGHTS 10138	05192021	05/26/2021			124.21	
	001-170-631	BACOT SPLASHPAD 103751001	05192021	05/26/2021			25.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	212369	06/15/2021	06/03/2021			8,153.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	05182021	05/25/2021			6,008.87	
	001-201-629	SIGNAL LIGHTS 10054	05182021	05/25/2021			506.70	
	001-092-631	CITY HALL 10054	05182021	05/25/2021			695.01	
	001-170-631	FRAZIER PARK 10054	05182021	05/25/2021			51.39	
	001-170-631	SENIOR BLDG 10054	05182021	05/25/2021			97.13	
	001-161-631	CENTRAL FD 10054	05182021	05/25/2021			372.35	
	001-170-631	CITY PARK 10054	05182021	05/25/2021			150.39	
	001-092-631	PUBLIC WORKS 10054	05182021	05/25/2021			244.41	
	001-092-631	HWY 90 SIGN 10054	05182021	05/25/2021			26.87	

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	212371	06/15/2021	06/03/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001158229	05/31/2021			35.00
001	ACE DATA STORAGE INC	212375	06/15/2021	06/03/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAY 2021-SHREDDING SERVICE		78324	06/01/2021			105.00
001	TEC	212376	06/15/2021	06/04/2021			143.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		036634	06/01/2021			143.08
001	AUTO TRUCK AND TRAILER PARTS INC	212378	06/15/2021	06/04/2021			3,465.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TIRE PLUG		289412	05/06/2021			3.60
	001-205-559	CREEPER: SHOP TOOL		289382	05/06/2021			79.95
	001-170-639	EZ OUT, ALNITE KIT TRLR REPR		289495	05/10/2021			28.10
	001-161-639	BELT: WST STN GENERATOR		289532	05/11/2021			14.00
	001-100-638	THERMO,WTR PUMP: U #50		289547	05/12/2021			106.07
	001-205-559	BOX RAGS		289560	05/12/2021			35.00
	001-100-638	ORIFICE TUBE : U #85		289571	05/13/2021			1.45
	001-100-638	DOOR LATCH CABLES : U #16004		289572	05/13/2021			55.00
	001-161-638	WHITE SPRAY: FIRE DEPT		289596	05/13/2021			.99
	001-170-634	JB WELD		289605	05/14/2021			4.58
	001-100-638	BATTERY: U #85		289606	05/14/2021			136.00
	001-100-638	CONDENSER: U #11		289610	05/14/2021			114.63
	001-161-638	BATTERY: E3		289624	05/14/2021			105.00
	001-161-638	BATTERY: E3		289622	05/14/2021			105.00
	001-161-638	BATTERY: E3		289617	05/14/2021			105.00
	001-161-638	BATTERY: E3		289614	05/14/2021			105.00
	001-100-638	DRIER: U #11		289642	05/17/2021			105.00
	001-161-638	SEATBELT KIT (2):E3		289645	05/17/2021			24.08
	001-161-638	DEITRAN GALLON: E2		289669	05/17/2021			611.00
	001-100-638	BELT: U #11		289675	05/17/2021			14.75
	001-100-638	SPLICE(2), ADAPTORS(8):POLICE		289675	05/18/2021			19.45
	001-205-559	GOJO: SHOP CLEANING SUPPLY		289676	05/18/2021			132.36
	001-100-638	PLUGS (8): U #11		289706	05/19/2021			22.60
	001-161-638	1 PK CLIP: E3		289707	05/19/2021			39.92
	001-100-638	ANTIFREEZE (6): POLICE UNITS		289729	05/20/2021			5.85
	001-100-638	FILTERS (12): POLICE UNITS		289767	05/21/2021			85.62
	001-100-638	SEALS (8): U #64		289775	05/21/2021			26.40
	001-161-638	SPEAKER: E4		289802	05/24/2021			35.50
	001-100-638	FAN (2): U #50		289799	05/24/2021			76.90
	001-161-638	LIGHT (2): E2		289809	05/24/2021			111.50
	001-100-638	RADIATOR, CLAMPS(5): U #64		289808	05/24/2021			52.00
	001-161-559	OIL DRY (40):FIRE DEPT		289812	05/21/2021			152.50
	001-170-638	FREON(6): REC VEHICLES		289831	05/24/2021			340.00
	001-170-639	BOLTS W/NUTS(6): REC TRACTOR		289840	05/25/2021			47.70
	001-170-639	AC FREON VALVE: REC EQUIP		289840	05/25/2021			14.40
	001-100-638	BATTERY:U #10687		289844	05/25/2021			5.91
				289850	05/25/2021			164.00

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	212378	06/15/2021	06/04/2021			3,465.66	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	ABS SENSOR: ADMIN VAN		289700	05/25/2021			48.88
	001-205-559	GAUGE SET: SHOP AC GAUGE		289853	05/25/2021			92.00
	001-170-639	FILTER(2), DIESEL KLEAN(2):SHOP		289864	05/25/2021			29.60
	001-100-638	WPR BLD(6), AIR FLTR(2):POLICE		289888	05/26/2021			61.70
	001-100-638	AC VALVE: POLICE VEHICLES		289902	05/26/2021			5.91
	001-170-638	REAR MUD FLAPS: REC TRUCK		289921	05/27/2021			36.00
	001-100-638	CONTROL ARM: U #64		289914	05/27/2021			99.52
	001-100-638	CONTROL ARM(2): U #64		289915	05/27/2021			110.24
001	JACKSON COUNTY ADULT DETENTION CENTER	212379	06/15/2021	06/04/2021			6,930.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAY 2021 ADC CHGS		05312021	06/03/2021			6,930.00
001	BORDIS & DANOS PLLC	212380	06/15/2021	06/04/2021			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUN 2021 RETAINER		95	06/01/2021			10,000.00
001	MS DEPT OF FINANCE & ADMIN	212381	06/15/2021	06/04/2021			21,422.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAY 2021 COURT ASSESSMENTS		05312021	06/01/2021			21,422.25
001	MS DEPT OF PUBLIC SAFETY	212382	06/15/2021	06/04/2021			1,239.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAY 2021 SPECIAL ASSESSMENTS		05312021	06/01/2021			1,239.00
001	MS DEPT OF PUBLIC SAFETY	212383	06/15/2021	06/04/2021			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAY 2021 INTERLOCK FEES		05312021	06/01/2021			650.00
001	RELX INC DBA LEXISNEXIS	212384	06/15/2021	06/04/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAY 2021 SERVICE		3093291326	05/31/2021			120.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	212385	06/15/2021	06/04/2021			484.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/MEDS:TESS		229157	05/26/2021			484.50
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	212386	06/15/2021	06/04/2021			462.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/MEDS:CAESAR		229153	05/26/2021			462.39
001	SBM REPORTING LLC	212387	06/15/2021	06/04/2021			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	05/06/21 PLANNING MTG		MB1228	06/02/2021			175.00
	001-090-698	06/03/21 PLANNING MTG		MB1234	06/04/2021			175.00
001	CENTERPOINT ENERGY	212388	06/15/2021	06/07/2021			80.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN: 4/23-05/24		11000885-1	06/01/2021			43.97
	001-161-630	SOUTH FIRE STN: 04/23-05/24		11000999-0	06/01/2021			36.56

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY CHANCERY CLERK	212391	06/15/2021	06/07/2021			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	PLAT COPY		8513	03/29/2021			25.00
001	EVOARMOR LLC	212392	06/15/2021	06/07/2021			7,420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DISINFECT/ANTIMICRO FACILITIES		2035	05/27/2021			5,760.00
	001-092-698	DISINFECT/ANTIMICRO PSVEHICLES		2035	05/27/2021			1,220.00
	001-092-698	DISINFECT/ANTIMICRO VEHICLES		2035	05/27/2021			440.00
001	DIRECTV LLC	212395	06/15/2021	06/07/2021			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JUL)		06132021	06/14/2021			165.00
001	COG 7M BOND ACCT	212400	06/15/2021	06/07/2021			452,148.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	BUDGETED DEBT SERV TRX		07012021	06/07/2021			452,148.75
001	SPARKLIGHT	212402	06/15/2021	06/07/2021			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2021: SR BLDG #120793682		05252021	06/01/2021			84.62
001	O'REILLY AUTO PARTS	212405	06/15/2021	06/07/2021			1,093.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	LIGHT CAPSULE: U #44		1978206464	04/30/2021			7.31
	001-170-634	GLASS FUSE, JB WELD		1088301709	05/03/2021			24.28
	001-170-638	CERAMIC PADS: REC TRUCK 04 GMC		1978206751	05/03/2021			34.09
	001-170-634	GLASS FUSE		1978206771	05/03/2021			4.29
	001-170-638	DOOR HINGE PIN: REC DODGE 1500		1978206946	05/05/2021			21.96
	001-100-570	BLOWER MOTOR: UNIT #32		1978207114	05/06/2021			44.59
	001-100-570	BRAKE HOSE: UNIT #15084		1978207526	05/10/2021			28.47
	001-100-570	BRAKE ROTOR(2): U #15084		1978207622	05/11/2021			116.16
	001-100-570	CONTROL ARM: U #15084		1978207637	05/11/2021			77.35
	001-100-570	LIGHT CAPSULE: U #49		1978207679	05/11/2021			7.31
	001-170-634	JB WELD		1978207797	05/13/2021			19.99
	001-170-639	BATTERY TERMINAL: JD GATOR		1978207806	05/13/2021			7.99
	001-100-570	TRANS FLD(2), BRAKE FLD, ANTIFRZ		1978207938	05/14/2021			31.96
	001-100-570	5QT MOTOR OIL: U #83		1978207938	05/14/2021			17.99
	001-100-570	BRAKE FLD, OIL, TRANS FLD:#48		1978207939	05/14/2021			39.96
	001-100-570	VALVE(2), OIL, AC FLUSH: #11		1978207941	05/14/2021			81.36
	001-100-570	DISCONNECT TOOL: U #11		1978208363	05/17/2021			11.99
	001-170-634	FUSE(4), JB WELD(2)		1978208415	05/18/2021			45.64
	001-161-638	WIPER BLADE(2): FIRE DEPT.		1978208554	05/19/2021			3.98
	001-100-570	STARTER, CORE CHARGE: U #64		1978208651	05/20/2021			157.68
	001-100-570	TRANS FLUID: POLICE UNITS		1978208652	05/20/2021			25.99
	001-100-570	SEALING WASHER: U #64		1978208700	05/20/2021			1.79
	001-170-638	STARTER: REC. 2004 FORD F250		1978208755	05/21/2021			171.89
	001-100-570	CORE RETURN: U #64		1978208761	05/21/2021			-40.00
	001-100-570	LIGHT CAPSULE: U #60		1978209027	05/22/2021			7.31
	001-161-638	TRANS FLD, CABLES, ANTIFRZ		1978209193	05/24/2021			71.97

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001	O'REILLY AUTO PARTS	212405	06/15/2021	06/07/2021			1,093.27	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	FUEL FILTER(2): SHOP SUPPLIES	1978209343	05/25/2021			7.68	
	001-170-639	FUEL FILTER: EXMARK MOWER	1978209397	05/26/2021			4.99	
	001-100-570	OIL FILTER: U #64	1978209408	05/26/2021			3.18	
	001-170-639	BATTERY: EXMARK MOWER	1978209426	05/26/2021			47.74	
	001-170-639	SPARK PLUG(2): EXMARK MOWER	1978209451	05/26/2021			6.38	
001	CREDIT CARD CENTER	212406	06/15/2021	06/07/2021			479.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	GMYC: END OF TERM EVENT	05152021	05/15/2021			444.91	
	001-092-698	ANNUAL FEE	05272021	05/27/2021			35.00	
001	SPARKLIGHT	212408	06/15/2021	06/07/2021			147.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	JUN 2021: #107571481	05252021	06/01/2021			147.06	
001	AT&T GLOBAL NETWORK SERVS LLC	212409	06/15/2021	06/07/2021			229.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC EQUIPMENT CHARGES	G182791	06/01/2021			229.64	
001	HANCOCK WHITNEY BANK	212411	06/15/2021	06/07/2021			11,784.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-810	LEASE 076626: PMT 2	225891	06/02/2021			11,784.59	
001	HANCOCK WHITNEY BANK	212412	06/15/2021	06/07/2021			13,415.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-815	LEASE 076627: PMT 2	225892	06/02/2021			13,415.10	
001	CARDMEMBER SERVICES	212413	06/15/2021	06/07/2021			1,102.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-612	NATL HURRICANE CONF: STENNETT	05042021	05/05/2021			375.00	
	001-094-612	NATL HURRICANE CONF: MORGAN	05042021	05/05/2021			375.00	
	001-022-559	RETIREMENT AWARD: MCGARVEY	05132021	05/14/2021			165.98	
	001-170-597	CONCERT AD-FACEBOOK: MAY	05172021	05/18/2021			26.47	
	001-090-681	ASFPM CERT RENEW: ANKERSON	05272021	05/28/2021			80.00	
	001-090-681	ASFPM CERT RENEW: ALEXANDER	05272021	05/28/2021			80.00	
001	MALLETTE BROTHERS CONSTRUCTION INC	212415	06/15/2021	06/07/2021			1,489.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	19.86 ASPHALT TN	22544	05/31/2021			1,489.50	
001	ALABAMA MEDIA GROUP	212417	06/15/2021	06/08/2021			141.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE: TEST VOTING MACHINES	0009968163	05/19/2021	210693		141.00	
001	MID SOUTH UNIFORM & SUPPLY INC	212419	06/15/2021	06/08/2021			1,129.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SBA ARMOR SX02 LVL 2 MALE	617510	05/27/2021	210324		674.16	
	001-100-535	SBA M2 CONCEALABLE CARRIER	617510	05/27/2021	210324		84.27	
	001-100-535	SBA SOFT TAUMA PLATE	617510	05/27/2021	210324		19.66	
	001-100-535	SBA SACRAMENTO CARRIER	617510	05/27/2021	210324		89.04	
	001-100-535	SBA SACRAMENTO CARRIER	617510	05/27/2021	210324		89.04	

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001	MID SOUTH UNIFORM & SUPPLY INC	212419	06/15/2021	06/08/2021			1,129.79	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAME TAPE: HILL	617510	05/27/2021	210324		6.00	
	001-100-535	NAME TAPE: CARTWRIGHT	617510	05/27/2021	210324		6.00	
	001-100-535	VELCRO BACK EMBLEM PANELS (4)	617510	05/27/2021	210324		8.00	
	001-100-535	VELCRO BACK AND BOTTOM (2)	617510	05/27/2021	210324		4.00	
	001-100-559	STD HANDCUFF CASE MOLLE	617510	05/27/2021	210324		19.95	
	001-100-559	DOUBLE MAG CASE GLK 9	617510	05/27/2021	210324		29.95	
	001-100-535	NAME TAPE HOOK: SELOVER	617510	05/27/2021	210324		6.00	
	001-100-535	NAME TAPE HOOK (10)	617510	05/27/2021	210324		60.00	
	001-100-535	FRONT ID PATCH LEGACY POLICE	617510	05/27/2021	210324		33.72	
001	LAWRENCE PRINTING COMPANY INC	212420	06/15/2021	06/08/2021			122.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	MINUTE BOOK PAPER 8.5X11	56768	05/27/2021	210746		110.00	
	001-040-500	SHIPPING	56768	05/27/2021	210746		12.71	
001	SUNBELT FIRE INC	212421	06/15/2021	06/08/2021			98.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	BARS106CG-4-4 AIR LINE (4)	125713	05/21/2021	210745		33.00	
	001-161-639	BAPK527-4 6000PSI HSE FOOT (4)	125713	05/21/2021	210745		40.00	
	001-161-639	LABOR	125713	05/21/2021	210745		25.50	
001	CUSTOM PRODUCTS CORPORATION	212422	06/15/2021	06/08/2021			503.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	SPEED LIMIT 15 (10)	351003	04/28/2021	210664		166.30	
	001-201-565	SPEED LIMIT 20 (15)	351003	04/28/2021	210664		249.45	
	001-201-565	FREIGHT	351003	04/28/2021	210664		87.42	
001	GOODYEAR AUTO CENTER	212424	06/15/2021	06/08/2021			591.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	P225/60R18 99W SL EAG: U #59	226258	05/11/2021	210726		591.08	
001	K&R SERVICES INC	212426	06/15/2021	06/08/2021			2,296.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	CONTACTOR 400 AMP	42461	05/20/2021	210669		2,110.00	
	001-161-635	LABOR 2 HRS: REPL CONTACTOR	42461	05/20/2021	210669		180.00	
	001-161-635	MISC SHOP SUPPLIES	42461	05/20/2021	210669		6.50	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	212427	06/15/2021	06/08/2021			825.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	TRANSPARENT TAPE 12PK (2)	3476586643	05/06/2021	210717		2.54	
	001-090-500	BALLPOINT PEN DZ	3476586643	05/06/2021	210717		3.29	
	001-090-500	POP-UP NOTES 3X3 12PK	3476586643	05/06/2021	210717		10.95	
	001-090-500	HP 305A INK 4PK	3476586643	05/06/2021	210717		438.89	
	001-090-500	HP BLACK INK	3476586643	05/06/2021	210717		15.89	
	001-090-500	DAB-N-SEAL	3476586643	05/06/2021	210717		7.34	
	001-090-500	INVISIBLE TAPE 12PK	3476586643	05/06/2021	210717		6.44	
	001-090-500	FILE FOLDERS LEGAL BOX	3476586643	05/06/2021	210717		31.04	
	001-100-500	AIR DUSTER 2PK	3476452561	05/04/2021	210692		18.38	
	001-100-500	LEXMARK 701 MAGENTA TONER	3476452561	05/04/2021	210692		57.53	
	001-100-500	LEXMARK 701 CYAN TONER	3476452561	05/04/2021	210692		58.99	
	001-100-500	LEXMARK 701 YELLOW TONER	3476452561	05/04/2021	210692		58.99	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	212427	06/15/2021	06/08/2021			825.14	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	CANON CLI221 4PK C/M/Y/B INK	3476452561	05/04/2021	210692		47.99	
	001-100-500	CANON PGI220 3PK INK	3476520731	05/05/2021	210692		41.99	
	001-100-500	HP 67XL TRICLR INK CART	3478010088	05/27/2021			24.89	
001	ASTRO FORD	212429	06/15/2021	06/08/2021			234.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	CONDENSER ASY: U #17832	5037762	05/19/2021	210744		234.18	
001	DOWNTOWN DECORATIONS INC	212430	06/15/2021	06/08/2021			10,078.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	BUTTERFLY BANNERS (88)	31168	05/27/2021	210679		4,840.00	
	001-170-702	NATURE'S PLAYGRD BANNERS (88)	31168	05/27/2021	210679		4,840.00	
	001-170-702	SHIPPING: HWY 90 POLE BANNERS	31168	05/27/2021	210679		398.60	
001	ENGEL ELECTRIC LLC	212431	06/15/2021	06/08/2021			329.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	LED DRIVERS (2)	210774	06/07/2021	210774		149.74	
	001-100-635	LABOR	210774	06/07/2021	210774		180.00	
001	APOSTC LAW ENFORCEMENT ACADEMY	212432	06/15/2021	06/08/2021			60.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BASIC CSI CRS: MCGHEE, J	1550	06/02/2021	210772		30.00	
	001-100-681	BASIC CSI CRS: SEYMOUR, D	1550	06/02/2021	210772		30.00	
001	GRAND VIEW SECURITY LLC	212435	06/15/2021	06/08/2021			3,002.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	4MP EYEBALL IP CAMERA (6)	2106021167	06/05/2021	210797		1,194.00	
	001-170-702	TRUVIEW ANTENNA (2)	2106021167	06/05/2021	210797		350.00	
	001-170-702	8PORT POE NETWORK SWITCH (2)	2106021167	06/05/2021	210797		258.00	
	001-170-702	LABOR (10)	2106021167	06/05/2021	210797		950.00	
	001-170-702	ELECTRICAL SUB	2106021167	06/05/2021	210797		250.00	
001	SOUTHERN TIRE MART LLC DEPT 143	212438	06/15/2021	06/08/2021			1,222.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	11R22.5 FS561 16PL F248324 (3)	2500069464	05/28/2021	210749		987.78	
	001-161-638	F.E.T (3)	2500069464	05/28/2021	210749		88.17	
	001-161-638	SERVICE CALL	2500069464	05/28/2021	210749		85.00	
	001-161-638	TIRE CHANGE MED TRUCK (3)	2500069464	05/28/2021	210749		105.00	
	001-161-638	VALVE STEM, STEEL, MED TRK (3)	2500069464	05/28/2021	210749		23.85	
	001-161-638	FETFGOV FIRESTONE (3)	2500069464	05/28/2021	210749		-88.17	
	001-161-638	FEE, TIRE DISPOSAL, MED TRK(3)	2500069464	05/28/2021	210749		21.00	
001	CIFRA CONSTRUCTION COMPANY LLC	212439	06/15/2021	06/08/2021			6,970.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-751	REPR GRAVELINE HANDRAIL(ZETA)	4029	05/26/2021	210543		6,970.00	
001	AUDIOWAVE INC	212442	06/15/2021	06/08/2021			1,515.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTL CAGE: 2017 SILVERADO	A53315	06/02/2021	210532		717.00	
	001-100-638	INSTL BARRIER:2017 SILVERADO	A53315	06/02/2021	210532		478.00	
	001-100-638	LABOR	A53315	06/02/2021	210532		300.00	

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001	AUDIOWAVE INC	212442	06/15/2021	06/08/2021			1,515.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SHOP SUPPLIES	A53315	06/02/2021	210532		20.00	
001	C SPIRE WIRELESS	212444	06/15/2021	06/08/2021			917.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	05/31/2021			47.21	
	001-040-605	ADMIN CELL PHONES	0030759348	05/31/2021			128.61	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	05/31/2021			201.65	
	001-090-698	IPAD SERVICE (3)	0030759348	05/31/2021			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	05/31/2021			94.42	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	05/31/2021			141.63	
	001-170-605	RECREATION CELL PHONES	0030759348	05/31/2021			150.17	
	001-205-605	MAINT CELL PHONE	0030759348	05/31/2021			51.48	
001	FUELMAN	212446	06/15/2021	06/08/2021			2,403.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP60212608	06/07/2021			38.53	
	001-100-525	UNL&DSL FUEL	NP60212608	06/07/2021			1,836.90	
	001-161-525	UNL&DSL FUEL	NP60212608	06/07/2021			380.07	
	001-170-525	UNL FUEL	NP60212608	06/07/2021			148.31	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	212449	06/15/2021	06/08/2021			229.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACCUNET TI.5 DIGITAL SERV	8003081200	06/01/2021			229.86	
001	SHERWIN-WILLIAMS COMPANY	212462	06/15/2021	06/08/2021			39.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	1GAL LTX BLUE PAINT	0615-7	06/01/2021	210783		39.43	
001	CINTAS CORPORATION NO 2	212464	06/15/2021	06/09/2021			281.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	4083372184	05/05/2021			61.87	
	001-205-535	MAINTENANCE	4084042329	05/12/2021			61.87	
	001-205-535	MAINTENANCE	4084715523	05/19/2021			79.10	
	001-205-535	MAINTENANCE	4085370317	05/26/2021			79.10	
001	SECURE NETWORKS LLC	212468	06/15/2021	06/09/2021			2,530.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	AVAST ANTI VIRUS (115) RENEWAL	4559	06/04/2021			2,530.00	
001	ROCIC	212470	06/15/2021	06/09/2021			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ANNUAL FEE: BACKGROUND CKS	0053323-IN	06/01/2021			300.00	
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	212471	06/15/2021	06/09/2021			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MAY 2021 ACCT 6006920	202105-1	06/01/2021			250.00	
001	DANNY GLASKOX	212474	06/15/2021	06/09/2021			2,225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-030-699	ELECTION SERVICES: GENERAL	06082021	06/08/2021			2,225.00	

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001	DEBRA HODGES	212475	06/15/2021	06/09/2021			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	ELECTION SERVICES: GENERAL		06082021	06/08/2021			700.00
001	MICHAEL M DICKINSON	212476	06/15/2021	06/09/2021			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	ELECTION SERVICES: GENERAL		06082021	06/08/2021			700.00
001	DEBORAH PARKER	212477	06/15/2021	06/09/2021			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	ELECTION SERVICES: GENERAL		06082021	06/08/2021			700.00
001	JERRY R SIMS	212478	06/15/2021	06/09/2021			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	ELECTION SERVICES: GENERAL		06082021	06/08/2021			700.00
001	JACK COX	212479	06/15/2021	06/09/2021			36.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	RESOLUTION BOARD: GENERAL		06082021	06/08/2021			36.00
001	GLENDA HILL	212480	06/15/2021	06/09/2021			36.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	RESOLUTION BOARD: GENERAL		06082021	06/08/2021			36.00
001	RHONDA ROSETTI	212481	06/15/2021	06/09/2021			36.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	RESOLUTION BOARD: GENERAL		06082021	06/08/2021			36.00
001	KAY C JAMISON	212482	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	DIANA ODOM	212483	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	TIFFANY ATKINS	212489	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	MARY C DYLE	212490	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	MARSHELLE RUSH	212491	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00

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001	PATRICIA WALTERS	212492	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	PAULETTE JALANIVICH	212493	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	LARRY FOWLER	212494	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	NANCY E WILLIAMS	212496	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	JENNIFER WOODLAND	212497	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	MS FIRE ACADEMY	212501	06/15/2021	06/09/2021			64.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FSI 1041I-II: DUBUISSON, D		28851	06/04/2021	210539		64.38
001	GULF COAST BUSINESS SUPPLY CO	212502	06/15/2021	06/09/2021			184.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	PINE CLEANER 1GAL (4)		225469	05/27/2021	210763		25.88
	001-161-510	MF PAPER TOWELS 12/CARTON (4)		225469	05/27/2021	210763		107.80
	001-161-510	COMET CLEANSER (12)		225469	05/27/2021	210763		25.80
	001-161-510	43X47 CAN LINER 100CT		225469.2	05/28/2021	210763		25.15
001	PROFESSIONAL DISPATCH MANAGEMENT	212503	06/15/2021	06/09/2021			790.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC CERT CRS: WILLIAMS, J		2021-6-2-1	06/02/2021	210808		395.00
	001-100-681	BASIC CERT CRS: MATTHEWS, T		2021-6-2-1	06/02/2021	210808		395.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	212504	06/15/2021	06/09/2021			711.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-703	BARRICKS 48W TABLE W/SHELF		3472716543	03/24/2021	210564		192.99
	001-040-500	LEXMARK C540X75G TONER		3472716543	03/24/2021	210564		21.18
	001-040-703	4 DRAWER VERT FILE BEIGE		3472813641	03/25/2021	210564		199.99
	001-040-703	OFS STORAGE UNIT W/LOCK		3473864008	04/03/2021	210564		397.69
	001-040-703	50% OFF DAMAGE:4 DRAWER VERT		3474296561	04/09/2021	210564		-99.99
	001-040-703	OFS STORAGE UNIT W/LOCK		3476452560	05/04/2021	210564		397.69
	001-040-703	REFUND:OFS STORAGE UNIT W/LOCK		3478302642	05/29/2021	210564		-397.69
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	212507	06/15/2021	06/09/2021			108.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FLEX RS SS BASE SHIRT NVY (2)		2808TSC	02/24/2021	210538		108.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SARAH FINNICUM	212508	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	TERICKA MINGO	212509	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	SARAH PATRICK	212510	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	FREDRICK NICHOLSON	212511	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	MILTON RICKS JR	212512	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	MANUEL F COSTA III	212513	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	AGATHA MATTHEWS	212514	06/15/2021	06/09/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: GENERAL		06082021	06/08/2021			125.00
001	SINGING RIVER PAINT & BODY	212515	06/15/2021	06/09/2021			1,198.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR 2016 DODGE CHGR 22406		45408C	05/14/2021			1,198.61
FUND TOTAL	1 Claims	to	Checks	95 Total	601,788.71	Manual	Held	Total 601,788.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	GRAND VIEW SECURITY LLC	212436	06/15/2021	06/08/2021			6,539.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	157-100-799	4MP EYEBALL IP CAMERA (16)	2105121126	05/26/2021	210736			3,184.00
	157-100-799	24CH POE SWITCH W/FIBER UPLINK	2105121126	05/26/2021	210736			420.00
	157-100-799	LABOR: PD CAMERA REPLCMNT(12)	2105121126	05/26/2021	210736			1,140.00
	157-100-799	32 CH DAHUA TRIBRID NVR	2102181382	05/26/2021	210655			999.00
	157-100-799	HARDDRIVE WD PURPLE 4TB (3)	2102181382	05/26/2021	210655			597.00
	157-100-799	DOMA CAMERA 1000TVL LARGE	2102181382	05/26/2021	210655			199.00
157	THE SOUTHERN CONNECTION POLICE SUPPLIES	212516	06/15/2021	06/09/2021			11,217.44	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	157-100-799	MPOWER LIGHT BAR	17966	05/20/2021	210463			2,280.00
	157-100-799	AA K-9 UNIT	17966	05/20/2021	210463			3,100.00
	157-100-799	M POWER 4" LIGHTHEAD STUD (20)	17966	05/20/2021	210463			1,736.80
	157-100-799	MPOWER BRACKET ADJ DECK (8)	17966	05/20/2021	210463			49.92
	157-100-799	MPOWER BRACKET 4' DUAL TAG	17966	05/20/2021	210463			20.80
	157-100-799	MPOWER SHROUD 1X4 (4)	17966	05/20/2021	210463			52.00
	157-100-799	SOS 100 SERIES SPEAKER	17966	05/20/2021	210463			130.00
	157-100-799	SOS 400 SERIES SIREN CONSOLE	17966	05/20/2021	210463			351.52
	157-100-799	JOT DESK CONSOLE 20"	17966	05/20/2021	210463			542.59
	157-100-799	JOT DESK CONSOLE BASE PLATE	17966	05/20/2021	210463			165.81
	157-100-799	POWER DISTRIBUTION	17966	05/20/2021	210463			150.00
	157-100-799	SETINA PUSH BUMPER ALU	17966	05/20/2021	210463			499.00
	157-100-799	RAY ALLEN EQUIP FAN	17966	05/20/2021	210463			239.00
	157-100-799	LABOR	17966	05/20/2021	210463			1,900.00
FUND TOTAL 157 Claims	to	Checks	2 Total	17,756.44	Manual	Held	Total	17,756.44

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	212357	06/15/2021	06/01/2021			4,232.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAY 2021	05/25/2021			4,232.70
FUND TOTAL 172 Claims	to	Checks	1 Total	4,232.70	Manual	Held	Total	4,232.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	212362	06/15/2021	06/03/2021			55.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	DAWN,SFTY GLASS (2),NCV TESTER		902334	04/27/2021			55.50
176	SINGING RIVER ELECTRIC COOPERATIVE	212372	06/15/2021	06/03/2021			2,136.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		05192021	05/26/2021			1,783.51
	176-170-631	HOUSE 76855002		05192021	05/26/2021			49.66
	176-170-631	SSP WELCOME CENTER 108928002		05192021	05/26/2021			278.08
	176-170-631	DUMP STATION 109931001		05192021	05/26/2021			25.00
176	A 1 TERMITE AND PEST CONTROL	212394	06/15/2021	06/07/2021			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	CONTRACT RENEWAL: BATHHOUSE		20919	12/11/2020			180.00
	176-170-699	CONTRACT RENEWAL: LOG CABIN		21126	03/09/2021			240.00
176	COCA COLA BOTTLING CO UNITED INC	212414	06/15/2021	06/07/2021			131.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 16.9 OZ DASANI WATER (1)		3328219625	06/04/2021			14.56
	176-170-541	CS 200Z COKE		3328219625	06/04/2021			25.48
	176-170-541	CS 200Z SPORT DRINKS (4)		3328219625	06/04/2021			91.52
176	REYNOLDS WHOLESALE CO	212418	06/15/2021	06/08/2021			90.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	30CT LAYS CHIPS ASSORTMENT		69248	05/27/2021	210764		17.00
	176-170-541	PRINGLES 48CT		69248	05/27/2021	210764		15.00
	176-170-541	MARS ASSORTED CHOCO BARS 30CT		69248	05/27/2021	210764		24.00
	176-170-541	LANCE CRACKERS 20CT (2)		69248	05/27/2021	210764		10.36
	176-170-541	30CT SKITTLES/STARBURST		69248	05/27/2021	210764		24.00
176	R TEE HUT LLC	212441	06/15/2021	06/08/2021			172.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	TEA TOWELS (24): GENERAL STORE		001192	05/13/2021	210721		96.00
	176-170-541	TEA TOWELS (10)		001206	06/02/2021	210800		40.00
	176-170-541	PILLOWCASES (6)		001206	06/02/2021	210800		36.00
176	C SPIRE WIRELESS	212445	06/15/2021	06/08/2021			51.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	05/31/2021			51.48
176	FUELMAN	212447	06/15/2021	06/08/2021			55.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP60212608	06/08/2021			55.57
176	BAY ICE COMPANY INC	212467	06/15/2021	06/09/2021			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MTHLY BOX RENTAL		643620	05/31/2021			50.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	212505	06/15/2021	06/09/2021			169.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-500	HP 950XL B/C/M/Y 5PK	3477939669	05/26/2021	210761		169.87	
FUND TOTAL 176 Claims	to	Checks	10 Total	3,332.59 Manual		Held	Total	3,332.59

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Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	JE TALLEY CONSTRUCTION INC	212397	06/15/2021	06/07/2021			76,899.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-683	CONSTRUCTION 47%		1	06/02/2021			76,899.06
FUND TOTAL 300 Claims	to	Checks	1 Total	76,899.06 Manual		Held	Total	76,899.06

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	JE TALLEY CONSTRUCTION INC Account Number 304-510-778	212398	06/15/2021	06/07/2021			36,422.28	
		Description PH 1 SITEWORK		Invoice # 2	Date 06/01/2021	P.O.	Amount 36,422.28	
FUND TOTAL 304 Claims	to	Checks	1 Total	36,422.28	Manual	Held	Total	36,422.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	PITTMAN HOWDESHELL PLLC	212393	06/15/2021	06/07/2021			385.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	LEGAL SERV: SR MALL PROPERTY		0631	05/28/2021			385.30
FUND TOTAL 309 Claims	to	Checks	1 Total	385.30 Manual		Held	Total	385.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	212345	06/15/2021	06/01/2021			77.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2021: #107663106		05162021	05/23/2021			77.13
400	COG DEPOSITORY ACCOUNT	212348	06/15/2021	06/01/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		05102021	05/10/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		05102021	05/10/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		05102021	05/10/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		05102021	05/10/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		05102021	05/10/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		05102021	05/10/2021			9,665.99
400	2018-2019 BOND DEBT SERVICE FUND	212349	06/15/2021	06/01/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2021: 2019 BOND DS		06012021	06/01/2021			32,000.00
400	2018-2019 BOND DEBT SERVICE FUND	212350	06/15/2021	06/01/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2021: 2018 BOND DS		06012021	06/01/2021			25,000.00
400	FUELMAN	212355	06/15/2021	06/01/2021			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP60136231	05/31/2021			60.00
400	LOWES HOME CENTERS INC	212363	06/15/2021	06/03/2021			44.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	HAND PUMP, SCREWDRVR, PAINT(2)		918491	05/14/2021			44.93
400	JACKSON COUNTY UTILITY AUTHORITY	212367	06/15/2021	06/03/2021			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2021 TREATMENT CHGS		1090	06/01/2021			235,473.00
400	SINGING RIVER ELECTRIC COOPERATIVE	212373	06/15/2021	06/03/2021			8,579.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		05182021	05/25/2021			223.36
	400-651-631	LIFT STATIONS 17882		05182021	05/25/2021			2,587.19
	400-651-631	WATER WELLS 17882		05182021	05/25/2021			4,113.74
	400-651-631	CITY HALL SOUTH 17882		05182021	05/25/2021			1,655.31
400	SINGING RIVER ELECTRIC COOPERATIVE	212374	06/15/2021	06/03/2021			3,406.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		05192021	05/26/2021			225.45
	400-651-631	LIFT STNS 17883		05192021	05/26/2021			1,795.61
	400-651-631	LIFT STNS 17884		05192021	05/26/2021			1,385.81
400	CLEARWATER SOLUTIONS LLC	212390	06/15/2021	06/07/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAY 2021 OPERATION FEE		GAUTIER102	06/01/2021			170,690.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AUTO TRUCK AND TRAILER PARTS INC	212396	06/15/2021	06/07/2021			61.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	OIL FLTR(2),OIL(12): MTR TRUCK		289644	05/17/2021			61.76
400	COGENT STRATEGIES LLC	212404	06/15/2021	06/07/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		2270	06/07/2021			7,500.00
400	REGIONS BANK	212407	06/15/2021	06/07/2021			157,772.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN PMT: MDB SO BOND S2013		5703	06/07/2021			150,000.00
	400-680-819	INT PMT: MDB SO BOND S2013		5703	06/07/2021			56,678.13
	400-680-819	LESS REFUNDING ESCROW		5703	06/07/2021			-48,905.74
	400-680-819	LESS AMT ON DEPOSIT		5703	06/07/2021			-.05
400	WASTE MANAGEMENT OF MS-GLF COAST INC	212410	06/15/2021	06/07/2021			2,140.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	ROLL OFF TIMBERLANE		0743313476	06/01/2021			2,140.07
400	MALLETTE BROTHERS CONSTRUCTION INC	212416	06/15/2021	06/07/2021			5,079.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	51.56 LIMESTONE TN		22544	05/31/2021			1,804.60
	400-651-585	80.13 RAP TN		22544	05/31/2021			2,403.90
	400-651-585	72.56 FILL SAND CY		22544	05/31/2021			870.72
400	SOUTHERN PIPE & SUPPLY CO INC	212423	06/15/2021	06/08/2021			3,583.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	18 N12 COUP		5339634-00	05/28/2021	210724		39.36
	400-651-709	METER BOX ONLY (100)		5339634-00	05/28/2021	210724		1,125.00
	400-651-581	GALLON LUBE		5339634-00	05/28/2021	210724		14.27
	400-651-583	10"COUP HYMAX (4)		5339634-00	05/28/2021	210724		1,459.84
	400-651-581	QT BLUE CEMENT (12)		5339634-00	05/28/2021	210724		166.68
	400-651-583	4" COUP HYMAX (4)		5339634-00	05/28/2021	210724		778.00
400	C & M ELECTRIC MOTOR SERVICE INC	212425	06/15/2021	06/08/2021			2,196.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	3HP SUB PUMP: GARDENDALE LS		12340	05/18/2021	210738		1,498.85
	400-651-584	3HP SUB PUMP 1 PHASE		12340	05/18/2021	210738		489.60
	400-651-584	CAPACITORS (15)		12340	05/18/2021	210738		207.75
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	212428	06/15/2021	06/08/2021			644.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	CS 8.5X11 COPY PAPER (4)		3476891392	05/11/2021	210728		159.96
	400-650-500	3-1/8X230 THERMAL ROLL 50PK		3476891392	05/11/2021	210728		74.10
	400-650-500	2.25X130 NCR ROLL 100PK		3476891392	05/11/2021	210728		56.56
	400-650-500	HP 951 CYAN INK (2)		3476891392	05/11/2021	210728		36.66
	400-650-500	LEXMARK MS/X317 RETURN		3476891392	05/11/2021	210728		82.68
	400-650-500	STAPLER PINK		3477087218	05/14/2021	210728		14.29
	400-650-559	ACER LED 21.5 IN MONTOR		3477510016	05/20/2021	210743		219.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CODY D DICKERSON	212433	06/15/2021	06/08/2021			18,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-713	REPR FENCE LS: 1712 KINGFISHER		62935	04/26/2021	210544		3,680.00
	400-651-713	REPR FENCE LS: 1201 HASTINGS		62935	04/26/2021	210544		3,680.00
	400-651-713	REPR FENCE LS: 2400 W PARK		62935	04/26/2021	210544		3,680.00
	400-651-713	REPR FENCE LS: 2819 PERKINSTON		62935	04/26/2021	210544		3,680.00
	400-651-713	REPR FENCE LS: 5424 LIGHTHOUSE		62935	04/26/2021	210544		3,680.00
400	PROFESSIONAL SOLUTIONS USA INC	212434	06/15/2021	06/08/2021			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	INSERT:WATER QLTY REPORT(7300)		389483	05/25/2021	210727		655.00
400	MUSCO-GULFPORT 1227	212437	06/15/2021	06/08/2021			716.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	4" HYMAX 2 REP COUP:SING PINE		0706294	05/24/2021	210755		179.00
	400-651-584	4" HYMAX 2 REP COUP: GREYCLIFF		0706294	05/24/2021	210755		179.00
	400-651-584	4" HYMAX 2 REP COUP: BROOKSIDE		0706294	05/24/2021	210755		179.00
	400-651-584	4" HYMAX 2 REP COUP: SPARE		0706294	05/24/2021	210755		179.00
400	A COMPLETE FLAG SOURCE INC	212440	06/15/2021	06/08/2021			45.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	ITEM # 2718 3X5 US FLAG		36265	05/25/2021	210759		45.39
400	J H WRIGHT & ASSOCIATES INC	212443	06/15/2021	06/08/2021			4,625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SCHNEIDER ELEC CONTACTOR (2)		433595	05/27/2021	210339		350.00
	400-651-584	SCHNEIDER ELEC OVERLAD (2)		433595	05/27/2021	210339		150.00
	400-651-583	4SD52H1BA SUB PUMP 3HP		433605	05/27/2021	210537		4,125.00
400	FUELMAN	212448	06/15/2021	06/08/2021			133.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP60212608	06/07/2021			133.44
400	CORE & MAIN LP	212463	06/15/2021	06/08/2021			1,795.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3" HYMAX 2 FLIP CPLG (2)		0237266	06/02/2021	210735		298.70
	400-651-581	3/4X1/16 FIBER MTR WSHR(1000)		0237266	06/02/2021	210735		120.00
	400-651-581	5/8X3/4 BMV PJCTSX MN (18)		0237266	06/02/2021	210735		976.68
	400-651-581	3/4 METER COUPLING (25)		0237266	06/02/2021	210735		175.00
	400-651-581	1" METER COUPLING (25)		0237266	06/02/2021	210735		225.00
400	SOUTHERN LINC	212465	06/15/2021	06/09/2021			69.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2021 SERV CHGS		10712493	06/01/2021			80.00
	400-650-698	TAXES/FEES		10712493	06/01/2021			10.40
	400-650-698	CR REFUND: CHARGING CORD		10712493	06/01/2021			-20.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REGIONS BANK	212466	06/15/2021	06/09/2021			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	MDB 2013 BOND ANNUAL FEE		95177	06/04/2021			2,500.00
400	SECURE NETWORKS LLC	212469	06/15/2021	06/09/2021			1,439.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	1 YR MAINT: BARRACUDA B-UP		4560	06/07/2021			657.00
	400-650-698	1 YR UNLIM CLOUD STORAGE		4560	06/07/2021			782.00
400	ARISTA INFORMATION SYSTEMS INC	212472	06/15/2021	06/09/2021			3,969.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2021 PRINTING 2067001		0002933	05/31/2021			1,169.02
	400-650-698	MAY 2021 POSTAGE 2067001		0002933	05/31/2021			2,800.57
400	REGIONS BANK	212473	06/15/2021	06/09/2021			81,566.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN: S2020 REVENUE REF BOND		11504	06/07/2021			59,000.00
	400-680-819	INT: S2020 REVENUE REF BOND		11504	06/07/2021			22,566.25
400	KURITA AMERICA INC	212506	06/15/2021	06/09/2021			564.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	UPS BATTERY 1000VA/700 WATTS		INV601161	05/19/2021	210725		542.00
	400-651-582	FREIGHT: TREATMENT PLANT		INV601161	05/19/2021	210725		22.38
FUND TOTAL 400 Claims to		Checks	31 Total	814,215.24	Manual	Held	Total	814,215.24

Docket of Claims
Release date from 06/15/2021 thru 06/15/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	212370	06/15/2021	06/03/2021			107,122.95	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2021 GARBAGE (6365)		0001158154	05/31/2021		107,122.95	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,122.95	Manual		Held	Total 107,122.95

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	95 Total	601,788.71 Manual	Held	Total	601,788.71
FUND 157 Claims	to	Checks	2 Total	17,756.44 Manual	Held	Total	17,756.44
FUND 172 Claims	to	Checks	1 Total	4,232.70 Manual	Held	Total	4,232.70
FUND 176 Claims	to	Checks	10 Total	3,332.59 Manual	Held	Total	3,332.59
FUND 300 Claims	to	Checks	1 Total	76,899.06 Manual	Held	Total	76,899.06
FUND 304 Claims	to	Checks	1 Total	36,422.28 Manual	Held	Total	36,422.28
FUND 309 Claims	to	Checks	1 Total	385.30 Manual	Held	Total	385.30
FUND 400 Claims	to	Checks	31 Total	814,215.24 Manual	Held	Total	814,215.24
FUND 404 Claims	to	Checks	1 Total	107,122.95 Manual	Held	Total	107,122.95
Total for all Funds		Checks	143 Total	1,662,155.27 Manual	Held	Total	1,662,155.27

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: June 15, 2021
Title: Approval of Minutes from Regular Council Meeting held June 1, 2021

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Regular Council Meeting held June 1, 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 ☐

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. 21-15-33 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 June 1, 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 June 15, 2021.

Tuesday
June 1, 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 June 1, 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 Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 1, 2021 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Outdoor Movie Night (Featuring Trolls World Tour) will be June 11th starting at 8:00pm at the Singing River Mall Property.**
 - 2. Gautier Market Day will include Tasty Thursday and Farmer's Market on June 24th from 11:00am until 6:00pm at the Singing River Mall Property.**
 - 3. Gautier's City Council Swearing in Ceremony will be June 29th starting at 6:00pm at Mississippi Gulf Coast Community College.**
- IV. Presentation Agenda**
 - 1. Birthday of the United States Army Proclamation**
- V. Business Agenda**
 - 1. Jackson County Utility Authority Board Appointment – William L. Lanham**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. 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 May 4, 2021.
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
3. Authorization to approve the Mutual Aid Agreement between Gautier Police and Gautier Fire Department and Mississippi Gulf Coast Community College.
4. Authorization to exchange hosting services to NetDoor – Internet Doorway, Inc. as the City of Gautier’s new internet service provider

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 June 15, 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, as presented.
Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

1. Outdoor Movie Night (Featuring Trolls World Tour) will be June 11th starting at 8:00pm at the Singing River Mall Property.
2. Gautier Market Day will include Tasty Thursday and Farmer’s Market on June 24th from 11:00am until 6:00pm at the Singing River Mall Property.

3. Gautier's City Council Swearing in Ceremony will be June 29th starting at 6:00pm at Mississippi Gulf Coast Community College.

Presentation

1. Birthday of the United States Army Proclamation
-

GAUTIER OUTDOOR MOVIE NIGHT FREE EVENT



**FRIDAY
JUNE 11th
8pm**

GAUTIER
MISSISSIPPI
Nature's Playground

SR MALL PROPERTY 2800 HWY 90

GAUTIER PRESENTS

TASTY THURSDAY!

**24
JUN
11 AM**



**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN - HAVENS CREAMERY - TRUE WINGS-
THE SCRATCH KITCHEN- NORWOODS FAMOUS SKINS, TOBY'S SUBS,
KEEPIN' IT TASTY, KLASSY WRAPPERS, WIGGLY'S,
FRANKIE FAYE'S, ISLAND ICE, CHICKEN SHACK, HOT BOX HIBACHI,
JAI'S CRAWFISH AND SNOBALL'S, VEGAN TIME**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

City of Gautier

Farmer's Market



Vendors Welcome!

BUY LOCALLY

4th Thursday May-October

SR Mall Property 2800 Hwy 90 11am-6pm

To become a vendor call: Rachel Honea 228-219-3259

e-mail: rhonea @ gautier-ms.gov

PROCLAMATION

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

WHEREAS, on June 14, 1775, the Second Continental Congress established a Continental Army to secure the common defense of the original 13 colonies during the War for Independence; and

WHEREAS, the United States Army exists to preserve the Republic and defend the liberty and freedom of its citizens and national security interests; and

WHEREAS, many citizens of Gautier served our country as members of the United States Army and gave the ultimate sacrifice in defense of this nation; and

WHEREAS, it is proper to recognize the United States Army annually on its birthday and thank those who have served and those who are presently serving our nation; and

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim June 14, 2021, as

"Birthday of the United States Army"

in Gautier, Mississippi, and urge all citizens to join me in this worthy observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 1st, day of June, 2021.



Phil Torjusen, Mayor
City of Gautier, Mississippi

A discussion was held between the Mayor, Council, and William L. Lanham regarding the Jackson County Utility Board Appointment.

Councilman Anderson made the motion to appoint William L. Lanham to the Jackson County Utility Authority Board of Directors effective immediately. Councilwoman Martin seconded the motion. The vote was carried unanimously.

RESUME

William L. Lanham

William L. Lanham
2700 Bayou Oaks St
Gautier, MS 39553

Phone: 228 218 3868

Email: blanham@bellsouth.net

Personal Info

Grew up in Pascagoula, Mississippi, graduated Pascagoula High School. Resident of Gautier, Mississippi since 1978. Married to Bobbye Jo, two adult children. Member First Baptist Church Gautier, Rotary Club of Gautier, Mississippi Society of Certified Public Accountants. Retired under Mississippi Public Employees Retirement System.

Education

BS in Business Administration, major in Accounting University of Southern Mississippi. 40 hours of continuing professional education, annually, for 32 years as required by professional licensing standards of State Board of Public Accountancy.

Work Experience

Spent first half of my career in public accounting primarily auditing governmental entities. Last twenty years, I served the City of Biloxi as Controller. Retired in 2012.

Accomplishments

During my tenure as Controller of the City of Biloxi, the City was one of 5 governmental entities in Mississippi to be awarded the Certificate for Achievement of Excellence in Financial Reporting from the Government Finance Officers' Association for 11 years.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Colledge 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 105-2021

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 June 1, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	212208	06/01/2021	05/14/2021			403.30	
	Account Number 001-092-698	Description CITY FACILITIES		Invoice # 1710039127	Date 05/13/2021	P.O.	Amount	403.30
001	FUELMAN	212222	06/01/2021	05/19/2021			2,990.37	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP60091947	Date 05/17/2021	P.O.	Amount	29.59
	001-100-525	DSL&UNL FUEL		NP60091947	05/17/2021			2,291.58
	001-161-525	DSL&UNL FUEL		NP60091947	05/17/2021			371.13
	001-170-525	DSL&UNL FUEL		NP60091947	05/17/2021			247.72
	001-205-525	DSL FUEL		NP60091947	05/17/2021			50.35
001	GLOBALSTAR	212226	06/01/2021	05/20/2021			90.86	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0015531359	Date 05/16/2021	P.O.	Amount	90.86
001	GOVERNMENT BRANDS SHARED SERVICES	212230	06/01/2021	05/20/2021			1,495.00	
	Account Number 001-010-698	Description MAY 2021 COURT SUPPORT		Invoice # #INV210476	Date 05/01/2021	P.O.	Amount	1,495.00
001	C SPIRE WIRELESS	212250	06/01/2021	05/24/2021			949.70	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 05/11/2021	P.O.	Amount	539.42
	001-100-699	DATA CARDS (12)		0032680896	05/11/2021			410.28
001	AT&T	212253	06/01/2021	05/24/2021			486.98	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 05/14/2021	P.O.	Amount	486.98
001	DELTA COMPUTER SYSTEMS INC	212254	06/01/2021	05/24/2021			541.00	
	Account Number 001-092-698	Description JUN 2021 ACCT SOFTWARE MAINT		Invoice # DHLMN01266	Date 05/24/2021	P.O.	Amount	370.00
	001-092-698	JUN 2021 PRIV LIC SW MAINT		DHLMN01267	05/24/2021			150.00
	001-092-698	JUN 2021 VOTER REG SW MAINT		HRMN004623	05/24/2021			21.00
001	AT&T	212255	06/01/2021	05/24/2021			36.86	
	Account Number 001-100-699	Description NCIC TELECOM		Invoice # 2284970262	Date 05/14/2021	P.O.	Amount	36.86
001	AT&T	212257	06/01/2021	05/24/2021			3,412.69	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 05/14/2021	P.O.	Amount	3,412.69
001	BLACKWATER CONSULTING LLC	212258	06/01/2021	05/25/2021			7,500.00	
	Account Number 001-021-688	Description SERVICES: 5/16-6/16/21		Invoice # 1004	Date 05/20/2021	P.O.	Amount	7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HANCOCK WHITNEY BANK	212260	06/01/2021	05/25/2021			10,497.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-808	LEASE 076712 IBM POWER SERVER		225631	05/12/2021			10,497.66
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	212261	06/01/2021	05/25/2021			417.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-682	AGENCY MEMBERSHIP 00016838		63252V9BOC	05/25/2021			417.00
001	FUELMAN	212262	06/01/2021	05/25/2021			3,384.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP60117834	05/24/2021			84.07
	001-100-525	UNL&DSL FUEL		NP60117834	05/24/2021			2,547.37
	001-161-525	UNL&DSL FUEL		NP60117834	05/24/2021			357.43
	001-170-525	UNL FUEL		NP60117834	05/24/2021			335.67
	001-205-525	UNL FUEL		NP60117834	05/24/2021			59.83
001	RJ YOUNG COMPANY LLC	212269	06/01/2021	05/25/2021			1,196.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4231854	05/17/2021			470.88
	001-092-698	IMC8000 USAGE:B/W		INV4231854	05/17/2021			249.50
	001-092-698	IMC8000 USAGE:COLOR		INV4231854	05/17/2021			335.52
	001-090-698	MPC4504 USAGE:B/W		INV4231854	05/17/2021			35.65
	001-090-698	MPC4504 USAGE:COLOR		INV4231854	04/17/2021			105.26
001	RJ YOUNG COMPANY LLC	212273	06/01/2021	05/25/2021			286.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4234915	05/18/2021			169.58
	001-100-699	MPC2504EX USAGE:B/W		INV4234915	05/18/2021			2.28
	001-100-699	MPC2504EX USAGE:COLOR		INV4234915	05/18/2021			114.59
001	ALABAMA MEDIA GROUP	212274	06/01/2021	05/25/2021			260.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: REZONING ORDINANCE		0009970776	05/09/2021	210723		11.04
	001-040-615	NOTICE: TEST VOTING MACHINES		0009887558	03/10/2021	210441		141.00
	001-090-615	PUBLIC NOTICE: GPC 21-23-SE		0009975356	05/16/2021	210741		17.76
	001-090-615	PUBLIC NOTICE: GPC 21-24-HO		0009975358	05/16/2021	210741		16.56
	001-090-615	PUBLIC NOTICE: GPC 21-28-CU		0009975360	05/16/2021	210741		17.16
	001-090-615	PUBLIC NOTICE: GPC 21-30-RZ		0009975361	05/16/2021	210741		21.00
	001-090-615	PUBLIC NOTICE: GPC 21-31-CU		0009975362	05/16/2021	210741		35.88
001	BAKER MACHINE SHOP	212276	06/01/2021	05/25/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	TUNE AND DELETE VVT: U #64		768170	04/16/2021	210600		250.00
001	COOPER FAMILY MED CENTER	212278	06/01/2021	05/25/2021			305.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PHYSICAL W/ EKG: LONGINO		39838	05/12/2021	210696		100.00
	001-100-604	PHYSICAL W/ EKG: HARTY		39849	05/21/2021	210696		205.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLISTON'S SCREEN PRINTING	212281	06/01/2021	05/25/2021			458.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	GOLD CREW NECK T-SHIRTS (24)		16948	05/05/2021	210697		239.76
	001-100-559	NAVY SWEATSUITS (3)		16948	05/05/2021	210697		90.00
	001-100-559	NAVY BLUE GYM SHORTS (12)		16948	05/05/2021	210697		99.00
	001-100-559	SHIPPING		16948	05/05/2021	210697		30.00
001	CUPIT SIGNS INC	212283	06/01/2021	05/25/2021			558.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	4X8 BANNER: GAUTIER MARKET		33235A	05/18/2021	210663		192.00
	001-170-513	3X5 BANNER (3)		33235A	05/18/2021	210663		270.00
	001-170-559	24X18 SIGN: FITNESS TRL (2)		32988A	03/03/2021	210492		96.00
001	WARING OIL COMPANY LLC	212285	06/01/2021	05/25/2021			3,885.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-525	1500 GALS UL FUEL NO ETHANOL		46384	05/11/2021	210730		3,885.00
001	AFFORDABLE PAINT & BODY	212286	06/01/2021	05/25/2021			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL DECALS: U #10636		05112021	05/11/2021	210566		285.00
001	HUTTO AFFORDABLE AUTO GLASS	212287	06/01/2021	05/25/2021			440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPL WINDSHIELD: U #16955		1667	05/12/2021	210430		440.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	212288	06/01/2021	05/25/2021			659.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	SL PADDLE HOLSTER RT (7)		17940	05/14/2021	210620		524.93
	001-100-559	SL PADDLE HOLSTER LT		17940	05/14/2021	210620		74.99
	001-100-559	SL PADDLE HOLSTER RT		17940	05/14/2021	210620		59.99
001	AUDIOWAVE INC	212290	06/01/2021	05/25/2021			73.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WINDSHIELD TINT: U #10186		A53741	05/12/2021	210734		35.00
	001-100-638	WINDSHIELD TINT: U #16955		A53741	05/12/2021	210734		35.00
	001-100-638	SHOP SUPPLIES		A53741	05/12/2021	210734		3.00
001	SINGING RIVER ELECTRIC COOPERATIVE	212293	06/01/2021	05/25/2021			642.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		05152021	05/21/2021			333.74
	001-161-631	MARTIN BLUFF FD 58380001		05172021	05/24/2021			176.71
	001-201-629	SIGNAL LIGHTS 17546		05172021	05/24/2021			32.31
	001-092-631	CITY LIMIT SIGN 17546		05172021	05/24/2021			27.37
	001-100-631	MBLUFF SUB STN 58521002		05172021	05/24/2021			72.54
001	SEYMOUR ENGINEERING PLLC	212297	06/01/2021	05/26/2021			560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	PROP LINE ISSUE: C PARK TRAIL		8096	05/25/2021			560.00
FUND TOTAL	1 Claims	to	Checks	27 Total	42,066.79	Manual	Held	Total 42,066.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	MID SOUTH UNIFORM & SUPPLY INC	212275	06/01/2021	05/25/2021			1,926.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	SBA ARMOR SX02 LVL 2 FEMALE	616977	05/12/2021	210618		674.16	
	156-100-799	SBA ARMOR SX02 LVL 2 MALE	616977	05/12/2021	210618		674.16	
	156-100-799	SBA M2 CONCEALABLE CARRIER (2)	616977	05/12/2021	210618		168.54	
	156-100-799	SBA SOFT TRAUMA PLATE (2)	616977	05/12/2021	210618		39.32	
	156-100-799	SBA SACREMENTO CARRIER (2)	616977	05/12/2021	210618		178.08	
	156-100-799	NAME TAPE: GONZALEZ, LONGINO	616977	05/12/2021	210618		12.00	
	156-100-799	NAME TAPE: HARTY	616977	05/12/2021	210618		6.00	
	156-100-799	FRONT ID PATCH LEGACY (2)	616977	05/12/2021	210618		11.24	
	156-100-799	BACK PATCH LEGACY (2)	616977	05/12/2021	210618		11.24	
	156-100-799	VELCRO BACK EMBLEM (2)	616977	05/12/2021	210618		4.00	
	156-100-799	VELCRO BACK EMBLEM BADGE (2)	616977	05/12/2021	210618		4.00	
	156-100-799	ADD VELCRO SIDE CARRIER (2)	616977	05/12/2021	210618		4.00	
	156-100-799	DOUBLE MAG CASE (2)	616977	05/12/2021	210618		79.90	
	156-100-799	STANDARD HANDCUFF CASE (2)	616977	05/12/2021	210618		59.90	
156	PRECISION DELTA CORPORATION	212277	06/01/2021	05/25/2021			261.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	12 GA 2-3/4 SLUG 250RD/CS (2)	19950	05/06/2021	200988		261.00	
FUND TOTAL 156 Claims	to	Checks	2 Total	2,187.54	Manual	Held	Total	2,187.54

Docket of Claims

Release date from 06/01/2021 thru 06/01/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SECURE NETWORKS LLC	212282	06/01/2021	05/25/2021			1,530.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	157-100-799		DELL 24" WS MONITOR (8)	4551	05/17/2021	210677		1,080.00
	157-100-799		DELUXE HEX MONITOR STAND (2)	4551	05/17/2021	210677		450.00
FUND TOTAL 157 Claims	to	Checks	1 Total	1,530.00	Manual	Held	Total	1,530.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN	212223	06/01/2021	05/19/2021			30.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP60091947	05/17/2021			30.44	
176	AD2 INC	212229	06/01/2021	05/20/2021			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE MAY 2021	3757	05/15/2021			36.50	
	176-170-699	SHOPPING CART MAY 2021	3757	05/15/2021			268.50	
	176-170-699	WEB SITE MAINT 4/15-5/14/21	3757	05/15/2021			350.00	
176	AT&T	212256	06/01/2021	05/24/2021			255.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	05/14/2021			255.82	
176	CUPIT SIGNS INC	212284	06/01/2021	05/25/2021			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	SS YARD SIGN (10): LOG CABIN	33009A	03/10/2021	210511		100.00	
176	SENA JONES POTTERY	212289	06/01/2021	05/25/2021			225.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	LARGE SPOON REST (4)	3-2021	03/26/2021	210659		28.00	
	176-170-541	SMALL SPOON REST (3)	3-2021	03/26/2021	210659		16.80	
	176-170-541	SOAP DISPENSER (2)	3-2021	03/26/2021	210659		28.00	
	176-170-541	BIRD FEEDER (5)	3-2021	03/26/2021	210659		87.50	
	176-170-541	SET:MUG,SPOON REST,BOWL W/LID	3-2021	03/26/2021	210659		31.50	
	176-170-541	SMALL BERRY BOWL (4)	3-2021	03/26/2021	210659		33.60	
176	SPARKLIGHT	212292	06/01/2021	05/25/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	JUN 2021 SSP: INET #132698937	05132021	05/20/2021			244.80	
FUND TOTAL 176 Claims		to	Checks	6 Total	1,511.46 Manual	Held	Total	1,511.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	212295	06/01/2021	05/26/2021			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	CONSTRUCTION ADMIN 20%		8097	05/25/2021			2,500.00
FUND TOTAL 300 Claims	to	Checks	1 Total	2,500.00	Manual	Held	Total	2,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	212259	06/01/2021	05/25/2021			2,424.23	
		Description		Invoice #	Date	P.O.	Amount	
		CONST PH SERVICES		1116921	05/24/2021			2,424.23
FUND TOTAL 303 Claims	to	Checks	1 Total	2,424.23	Manual	Held	Total	2,424.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	HEFLIN ENGINEERING INC	212264	06/01/2021	05/25/2021			4,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-763	CONST PH SERVS 30%		0077	05/13/2021			4,000.00
307	STARKS CONTRACTING COMPANY INC	212265	06/01/2021	05/25/2021			82,032.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-779	CONSTRUCTION 17%		2	05/13/2021			82,032.55
FUND TOTAL 307 Claims	to	Checks	2 Total	86,032.55 Manual		Held	Total	86,032.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC	212296	06/01/2021	05/26/2021			1,681.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	CONCEPTUAL DEV-DESIGN PLAN		8095	05/25/2021			1,681.25
FUND TOTAL 309 Claims	to	Checks	1 Total	1,681.25 Manual		Held	Total	1,681.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	212221	06/01/2021	05/17/2021			65.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284972276	05/06/2021			65.74	
400	FUELMAN	212224	06/01/2021	05/19/2021			153.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP60091947	05/17/2021			153.62	
400	ANSER	212227	06/01/2021	05/20/2021			818.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	BASE RATE: 5/12/21-6/08/21	277-051221	05/12/2021			420.00	
	400-650-698	HOLIDAY CHARGES	277-051221	05/12/2021			10.00	
	400-650-698	851 MTS 4/14/21-5/11/21	277-051221	05/12/2021			388.49	
400	FUELMAN	212263	06/01/2021	05/25/2021			169.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP60117834	05/24/2021			169.58	
400	COG 7M BOND ACCT	212266	06/01/2021	05/25/2021			800,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-958	BUDGETED TRX: MBLUFF W&S	05312021	05/31/2021			800,000.00	
400	COG DEPOSITORY ACCOUNT	212267	06/01/2021	05/25/2021			25,403.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-958	BUDGETED TRX: NRCS FUND 300	05312021	05/31/2021			25,403.00	
400	MISSION COMMUNICATIONS LLC	212268	06/01/2021	05/25/2021			7,642.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	RENEWAL: HAVILL PUMP STN	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: OAK ST PUMP STN	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: MARINA DR PUMP STN	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: 18MIS22497	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: SEAGRAPE PUMP STN	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: LINDEN PUMP STN	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: HWY 90 NELSON	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: WESTGATE 2	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: LINDSEY LANE	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: MERIDA COVE	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: ALLEN RD PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: SHELL LANDING #2	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: C BYRD PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: RADIO RD PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: COBBLESTONE PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: ROYAL RUN PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: POLICE DEPT PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: MACKERAL PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: MARY ANN PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: SHELL LANDING 25166	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: RIVER OAKS PS	1051485	05/07/2021			347.40	
	400-651-698	RENEWAL: COAST MEADOWS PS	1051485	05/07/2021			347.40	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	212270	06/01/2021	05/25/2021			234.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	GSI100-01 RENTAL FEE	INV4231855	05/17/2021			166.49	
	400-650-698	IMC4500 USAGE:B/W	INV4231855	05/17/2021			8.94	
	400-650-698	IMC4500 USAGE:COLOR	INV4231855	05/17/2021			58.58	
400	SINGING RIVER ELECTRIC COOPERATIVE	212271	06/01/2021	05/25/2021			2,260.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 20649	05152012	05/21/2021			949.44	
	400-651-631	LIFT STATIONS 28779	05152021	05/21/2021			118.15	
	400-651-631	SCHOONER WELL 20688	05122021	05/19/2021			742.56	
	400-651-631	LIFT STATIONS 20688	05122021	05/19/2021			450.55	
400	SINGING RIVER ELECTRIC COOPERATIVE	212272	06/01/2021	05/25/2021			25.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	CARTER RD WTR TANK 109812001	05152021	05/21/2021			25.99	
400	HENZE ENTERPRISES INC	212279	06/01/2021	05/25/2021			420.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	15CY TOPSOIL (2):STORM DRAINS	30220	05/13/2021	210678		420.00	
400	J H WRIGHT & ASSOCIATES INC	212291	06/01/2021	05/25/2021			4,130.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	1.5 HP GRINDER PUMP: B&G CLUB	432742	04/29/2021	210573		1,150.00	
	400-651-581	SQUARE D MOTOR: LARK WELL #1	432988	05/10/2021	210653		755.00	
	400-651-581	SHIPPING	432988	05/10/2021	210653		25.00	
	400-651-584	PCI LS CONTROLLER (4): SPARES	433070	05/11/2021	210698		2,200.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	212294	06/01/2021	05/25/2021			5,344.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 89627001	05172021	05/24/2021			74.44	
	400-651-631	LIFT STNS 89702001	05172021	05/24/2021			26.29	
	400-651-631	LIFT STNS 17881	05172021	05/24/2021			4,584.58	
	400-651-631	WATER WELLS 17881	05172021	05/24/2021			658.69	
400	SEYMOUR ENGINEERING PLLC	212298	06/01/2021	05/26/2021			5,570.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	DRAINAGE: HICKORY HILL AREA	8096	05/25/2021			3,275.00	
	400-650-603	GEN SEWER; SEWER SURCHGING	8096	05/25/2021			865.00	
	400-650-603	TOPOGRAPHIC SURVEY: PINE CONE	8096	05/25/2021			845.00	
	400-650-603	RUE GENTILLY PROJECT	8096	05/25/2021			250.00	
	400-650-603	GEN DRAINAGE ISSUES	8096	05/25/2021			335.00	
FUND TOTAL 400 Claims	to	Checks	14 Total	852,237.93 Manual		Held	Total	852,237.93

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	27 Total	42,066.79 Manual	Held	Total	42,066.79
FUND 156 Claims	to	Checks	2 Total	2,187.54 Manual	Held	Total	2,187.54
FUND 157 Claims	to	Checks	1 Total	1,530.00 Manual	Held	Total	1,530.00
FUND 176 Claims	to	Checks	6 Total	1,511.46 Manual	Held	Total	1,511.46
FUND 300 Claims	to	Checks	1 Total	2,500.00 Manual	Held	Total	2,500.00
FUND 303 Claims	to	Checks	1 Total	2,424.23 Manual	Held	Total	2,424.23
FUND 307 Claims	to	Checks	2 Total	86,032.55 Manual	Held	Total	86,032.55
FUND 309 Claims	to	Checks	1 Total	1,681.25 Manual	Held	Total	1,681.25
FUND 400 Claims	to	Checks	14 Total	852,237.93 Manual	Held	Total	852,237.93
Total for all Funds			Checks	55 Total	992,171.75 Manual	Held	Total 992,171.75

Councilman Vaughan made the motion to approve Consent Agenda Items 1-4, 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 106-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 are hereby approved.

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

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

AYES: **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 June 1, 2021.

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

ORDER NUMBER 107-2021

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 May 18, 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 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 June 1, 2021.

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

RESOLUTION NUMBER 111-2021

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 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 June 1, 2021.

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

ORDER NUMBER 108-2021

WHEREAS, the City of Gautier's Police and Fire Department have a long partnership with Mississippi Gulf Coast Community College; and

WHEREAS, this agreement between Mississippi Gulf Coast Community College and the City of Gautier is securing the benefits of mutual aid in crime prevention, incident response, and the protection of life and property from crime within the City limits; and

WHEREAS, a Mutual Aid Agreement is required and will remain effective for 5 years; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Mutual Aid Agreement 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 Mutual Aid Agreement with Mississippi Gulf Coast Community College 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 **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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 1, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Captain Lee Bond, Police Department
Date: May 4, 2021
Subject: Mutual Aid Agreement between Gautier Police and Gautier Fire Department and Mississippi Gulf Coast Community College.

REQUEST:

The Gautier Police and Gautier Fire Department request City Council approval in accepting a Mutual Aid Agreement with Mississippi Gulf Coast Community College.

BACKGROUND:

The Gautier Police and Gautier Fire Department have long partnership with Mississippi Gulf Coast Community College. This agreement between the Mississippi Gulf Coast Community College and the City of Gautier is securing to each the benefits of mutual aid in crime prevention and incident response, and the protection of life and property from crime within the City limits of Gautier.

DISCUSSION:

The City of Gautier has had a Mutual Aid Agreement with the Mississippi Gulf Coast Community College for some time. Having this agreement ensures that the citizens of Gautier along with the students and staff of MGCCC have all the assets available to them to keep our community safe.

RECOMMENDATION:

The Gautier Police and Gautier Fire Department recommend the City Council approve and accept the Mutual Aid Agreement with the Gulf Coast Community College.

ATTACHMENT(S):

Mutual Aid Agreement with Gulf Coast Community College

1. AGREEMENT FOR MUTUAL AID

This agreement, entered into this ____ day of _____, 2021, between the Mississippi Gulf Coast Community College District (hereinafter, “the District”) and the City of Gautier (hereinafter, “the City”) is securing to each the benefits of mutual aid in crime prevention and incident response, and the protection of life and property from crime within the City limits of Gautier and the District. It is agreed that:

1. On request to a representative of the Gautier Police Department by a representative of the District seeking crime prevention or law enforcement assistance at the District’s Jackson County Campus (located along the City’s municipal boundary), law enforcement personnel of the Gautier Police Department may be dispatched to any point within the jurisdiction of the District.
2. On request to a representative of the Gautier Fire Department by a representative of the District for emergency assistance at the District’s Jackson County Campus (located along the City’s municipal boundary) Fire Department personnel may be dispatched to any point within the jurisdiction of the District.
3. Any requested dispatch of personnel, other than emergency response, pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid hereunder shall include a statement of the number and type of personnel requested, shall specify the location to which the personnel are to be dispatched, and will identify the type of assistance requested; however, the number and type of personnel to be furnished shall be determined by the Gautier Police Department and/or Fire Department.
 - b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the personnel are dispatched, and will make all reasonable efforts to assist the requesting agency.
 - c. The responding personnel shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides police and fire protection.
 - d. The Gautier Police Department and/or Gautier Fire Department shall notify the District upon termination of response and inform District personnel of the nature/reason for their response, names of offender(s)/victim(s)/suspect(s)/subject(s) and the disposition of the situation.
4. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequences of the performance of this agreement, to the extent permitted by law.

5. All equipment used by Gautier Police Department and/or Gautier Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Gautier Police Department and/or Gautier Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member Gautier Police Department and/or Gautier Fire Department.
6. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
7. Neither the City nor its employees will be liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of police and fire protection services needed within its own jurisdiction.
8. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through non-binding negotiations prior to taking additional legal actions.
9. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by certified mail, return receipt requested, at the following address:

Paula Yancey, City Manager
City of Gautier
3330 HWY 90
Gautier, MS 39553

Mississippi Gulf Coast Community College District

10. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least thirty (30) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party. The District understands and accepts

that pursuant to Mississippi law, this agreement may be voidable by each newly elected City Council.

11. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance.

12. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

Paula Yancey, City Manager
City of Gautier

Date: _____

Mississippi Gulf Coast Community College District
Title: _____

Date: _____

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

ORDER NUMBER 109-2021

WHEREAS, NetDoor – Internet Doorway, Inc. is one of Mississippi’s top internet service providers; and

WHEREAS, the City’s contract with our current internet/email service provider will expire June 15, 2021; and

WHEREAS, the quote for the setup for changing service providers is \$1,250.00, as is shown on attachment A to this order; and

WHEREAS, there will be a monthly charge for mailbox hosting, depending on the plan necessary to accommodate the City’s email needs at a later date; and

WHEREAS, due to the instability in our current email service, the City hereby finds approval of NetDoor – Internet Doorway, Inc. as our internet service provider is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that NetDoor – Internet Doorway, Inc., as the City’s internet service provider is hereby authorized and approved; and

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 June 1, 2021.

Exchange Hosting Quote

Date: May 20, 2021

Client Name: City of Gautier
Contact Name: Teresa Montgomery
Email:
Re: Exchange Hosting Service

Number: (228) 497-8000
Fax:

Description of Service	Price	Mailboxes	Setup	Monthly
Exchange Online (Plan 1), Fully Managed Service, Standard - 50G Mailbox, 150M message size limitation - See NOTE	\$ 4.00	155	\$ 1,250.00	\$ 620.00
Exchange Online (Plan 2), Fully Managed Service, Advanced - 100G Mailbox, Unlimited archive size, 150M size limitation	\$ 8.00		*	\$ -
Microsoft 365 Business Standard, Includes all the features of Exchange Online (Plan 1), plus fully installed Office apps such as Outlook, Word, Excel, PowerPoint, etc.	\$ 12.50		*	\$ -
NOTE: Price doesn't include migration, backup or MS sales taxes.			\$ 1,250.00	TBD

NOTE: All Exchange Online plans have a minimum charge of \$25 per month. Compatible Outlook clients are Microsoft Outlook 2016 or later and Outlook for Mac 2011 or later. **FREE** Microsoft Android and iOS Clients are available.

How to Order

This quote is only valid for 30 days from the quote date above. Internet Doorway, Inc. shall not be held liable for any errors or omissions relating to the above information.

To order our Exchange Hosting Service, please sign and date below. By signing this you agree to 12 months of Exchange Hosting Service with Internet Doorway, Inc. You may fax this to 601-969-3838, scan and email to sales@netdoor.com or mail it to NETDOOR, P.O. Box 22488, Jackson, MS 39225.

Client

Date

Authorized Client Signature

Street Address 1

Legal Company Name

Street Address 2

City, State, Zip

Councilman Vaughan made the motion to Recess until June 15, 2021 at 6:30pm.
Councilwoman Martin 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 June 15, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

June 15, 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	☐
☐		☐		☐		☐		☐	

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

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 June 15, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Receive May 2021 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive May 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 May 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 June 15, 2021.

		City of Gautier		
		Business Registry		
		May-21		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1550	2022-05-0007306	Burrito Zone	\$45.00	Current
843	2022-05-0007307	All Washed Up	\$20.00	Current
1483	2022-05-0007308	Gaurdian Angel Halo Health Care	\$20.00	Current
1710	2022-05-0007309	Sipp Wingz	\$45.00	New Business
913	2022-05-0007310	Volunteer In Medicine	\$20.00	Current
506	2022-05-0007311	Economy Boots	\$20.00	Current
746	2022-05-0007312	Exotic Nails	\$20.00	Current
1431	2022-05-0007313	J1 Beauty Supply	\$20.00	Current
1711	2022-05-0007314	Vannah's	\$20.00	New Business
760	2022-05-0007315	Digital Enterprises	\$20.00	Current
1712	2022-05-0007316	Maui's Kayak Rentals	\$20.00	New Business
1713	2022-05-0007317	P.S. Essentially Yourz	\$20.00	New Business
501	2022-05-0007318	Larry Bell Quality Floor Services	\$20.00	Current
1558	2022-05-0007319	The law Office of Kelly Cash	\$20.00	Current
1148	2022-05-0007320	Redbox Automated Retail	\$45.00	Current
1645	2022-04-0007321	Grease Monkey	\$33.00	Current
1548	2022-05-0007322	On Time Mechanics Auto Service	\$20.00	Current
777	2022-06-0007323	Larry's Pool & Handyman Service	\$20.00	Current
1411	2022-03-0007324	Tanesha & Company	\$22.20	Current
634	2022-06-0007325	Robinson Realty	\$20.00	Current
605	2022-06-0007326	Audio Wave	\$20.00	Current
1269	2022-06-0007327	McCabe Orthodontics	\$30.00	Current
1714	2022-05-0007328	Bounce It Out	\$20.00	New Business
1363	2022-04-0007329	Templet Towing & Transport	\$20.00	Current
345	Closed	Formal Affair	\$0.00	Closed
484	Closed	Auto Air of Gautier	\$0.00	Closed
1650	2022-06-0007330	Bond Trucking	\$51.00	Current
551	2022-05-0007331	Norwood Snowballs	\$20.00	Current
1432	2022-05-0007332	Martin Bluff Storage & Rentals	\$20.00	Current
615	2022-06-0007333	Gautier Family Dentistry	\$30.00	Current
1561	2022-06-0007334	Cammies Home Store	\$20.00	Current
1319	2022-05-0007335	Southern Hands Catering	\$20.00	Current
1547	2022-05-0007336	Bishop Insurance Agency	\$20.00	Current
536	2022-06-0007337	Lowe's Home Center	\$1,840.00	Current
979	2022-05-0007338	D & S Marine	\$20.00	Current
1076	2022-05-0007339	All About Pets	\$20.00	Current
1648	2022-06-0007340	Upright Cleaning	\$20.00	Current
947	2022-12-0007341	Redbox Automated Retail	\$45.00	Current
389	2022-04-0007342	Advanced Security	\$22.00	Current
615	2022-06-0007343	G & S Construction	\$20.00	Current
504	2022-05-0007344	Eco - Tours of South Mississippi	\$20.00	Current
		Total	\$2,768.20	
		New Business	4	
		Transient Vendor	0	
		Closed Business	2	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Approval of water and sewer adjustments dated June 2021 in the amount of \$12,923.45

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated June 15, 2021 in the amount of \$12,923.45

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 June 2021 in the amount of \$12,923.45 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 June 15, 2021.

June 2021 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	100	400	195	130	800		REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
007-02401-001		223.10	35.00			258.10	Pool Fill
011-17501-001	227.91	457.69	70.00			755.60	broken pipe
011-17951-001		389.06	105.00			494.06	broken pipe
019-08901-001		837.22	105.00			942.22	broken pipe
023-03801-001	603.90	1,298.70	140.00			2,042.60	broken pipe
025-17401-000	2,361.07	2,647.26	70.00			5,078.33	freeze
025-15101-000		315.96				315.96	under slab
025-25601-000	138.64	314.76	105.00			558.40	broken pipe
027-15001-001		1,203.62	105.00	400.00	7.35	1,715.97	multiple leaks
101-12701-000		267.32				267.32	hot water heater
103-16301-000		186.20	140.00			326.20	broken pipe
139-48451-002		98.69	70.00			168.69	under sink
TOTAL	3,331.52	8,239.58	945.00	400.00	7.35	12,923.45	
COMPLETED							

**CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

June 15, 2021
Resolution removing broken office equipment and computers from the City of Gautier's Inventory and to declare the same surplus.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken office equipment and computers from the City of Gautier's inventory, and to declare the same surplus.

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	☐
☐		☐		☐		☐		☐	

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

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:

RESOLUTION NUMBER 000-2021

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT AND COMPUTERS FROM THE CITY OF GAUTIER'S INVENTORY, AND TO DECLARE SURPLUS

WHEREAS, the City Clerk Department is requesting the following equipment and furniture be removed from inventory and declared surplus:

Staples paper shredder – (not on the inventory list)
GE White Microwave - Inventory #124 (from the utility department)
Dell Optiflex – Inventory #042
Dell Computer – Inventory #2333
Black Office Chair – Inventory #2303

WHEREAS, the Mayor and Members of the Council have determined that given the relative age and condition, these items have no value or have been replaced, and therefore removal from inventory and declaring them as surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the items described above are 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 15th of June, 2021.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 6/7/2021
Subject: Resolution removing broken office equipment and computers.

REQUEST:

City Council authorization is requested for the City Clerk Department to remove the following office equipment and computers from the City of Gautier's inventory. The equipment is a Staples paper shredder that is no longer working and was not on the inventory list, a GE white microwave inventory number 124 from the utility department, and a black office chair inventory number 2303. The computers are a Dell Optiflex inventory number 042 and a Dell computer inventory number 2333.

BACKGROUND:

The City Clerk's Department has determined that the items are no longer in working order and have been replaced.

DISCUSSION:

The items are no longer working and have been replaced by new items. Removal from inventory is in the best interest of the City of Gautier.

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items listed from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Reappointment of three incumbents to the
Gautier Historic Preservation Commission

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Approval of a request to reappoint Chairman Bill Bray, Vice-Chairman Leonard Fuller, and Vivian Dailey to the Historic Preservation Commission for a period of three (3) years, effective January 5, 2021 through January 5, 2024.

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, the Historic Preservation Commission is charged with the responsibility to preserve, promote and develop the historical resources of the City in accordance with the provisions of the Mississippi Local Government Historic Preservation Law of 1978, codified as Chapter 13 of Title 39 of the Mississippi Code of 1972; and

WHEREAS, the Historic Preservation Commissioners serve 3-year terms after appointment; and

WHEREAS, Chairman Bill Bray, Vice-Chairman Leonard Fuller, and Vivian Dailey are currently serving on the Historic Preservation Commission and whose staggered terms are expiring January 5, 2021, are willing to be re-appointed; and

WHEREAS, the City Council hereby finds that reappointments of Chairman Bill Bray, Vice-Chairman Leonard Fuller, and Vivian Dailey for an additional 3-year term is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Chairman Bill Bray, Vice-Chairman Leonard Fuller, and Vivian Dailey to the Historic Preservation Commission for a period of three (3) years, effective January 5, 2021 through January 5, 2024 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 6/8/2021
Subject: Gautier Historic Preservation Commission Re-appointments

REQUEST:

The Grants and Projects Department requests City Council approval of the re-appointment of three incumbents who are willing to be re-appointed to the Gautier Historic Preservation Commission.

BACKGROUND:

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 9 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

Currently, three members of the Historic Preservation Commission whose staggered terms expired January 5, 2021, are willing to be re-appointed. These members include Chairman Bill Bray, Vice-Chairman Leonard Fuller, and Vivian Dailey.

RECOMMENDATION:

City Council may:

- 1) Approve the three re-appointments to the Historic Preservation Commission as presented; or
- 2) Not approve one or more of the proposed re-appointments.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

June 15, 2021
Authorization to prioritize and submit three applications to the Mississippi Department of Resources for FY 2023 Mississippi Tidelands Trust Fund Applications

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to submit three applications to the Mississippi Department of Marine Resources for FY 2023 Tidelands Public Access funding.

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 Grants and Projects Department has identified several potential projects for 2023 Tidelands Public Access Funding; and

WHEREAS, the maximum request amount per project is \$250,000; and

WHEREAS, if more than one project is authorized by the Gautier City Council for an application, priorities must be assigned to the funding requests; and

WHEREAS, potential projects include: 1. Continued improvements to Mary Walker Bayou Park Projects (Includes Town Commons Park and George Martin City Park) 2. Rehabbed boat launch, new finger pier and potential parking on Fairview Drive 3. Continued Improvements to Shepard State Park amenities/infrastructure

WHEREAS, FY 2023 applications are due Thursday, July 1, 2021; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, to authorize the submission of three applications to the Mississippi Department of Marine Resources for FY 2023 Tidelands Public Access funding and to prioritize same as follows: 1) Mary Walker Bayou Parks Project, 2) Fairway Drive Boat Launch Project, and 3) Shepard State Park Improvements.

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

Motion 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 June 15, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 6/8/2021
Subject: FY2023 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to prioritize and submit three applications to the Mississippi Department of Marine Resources for FY2023 Tidelands Public Access funding.

BACKGROUND:

"The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands."

DISCUSSION:

The Grants and Projects Department has identified several potential projects for FY2023 Tidelands Public Access funding. The maximum request amount per project is \$250,000. If more than one project is authorized by the Gautier City Council for an application, priorities must be assigned to the funding requests (i.e., first priority, second priority, third priority).

Potential projects include:

1. Continued improvements to the Mary Walker Bayou Parks Projects (includes Town Commons Park and George Martin City Park)
2. Rehabbed boat launch, new finger pier and potential parking on Fairway Drive
3. Continued improvements to Shepard State Park amenities/infrastructure

FY2023 applications are due Thursday, July 1, 2021.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council prioritize (1. Mary Walker Bayou Parks Project 2. Fairway Drive Boat Launch Project 3. Shepard State Park Improvements) and authorize the submission of three applications to the Mississippi Department of Marine Resources for FY2023 Tidelands Public Access funding.

City Council may:

- 1) Prioritize and authorize submission of three applications to the Mississippi Department of Marine Resources for FY2023 Tidelands Public Access funding, as presented; or
- 2) Not authorize submission of three applications to the Mississippi Department of Marine Resources for FY2023 Tidelands Public Access funding, as presented.

ATTACHMENTS:

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 15, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
