

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 21, 2021 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Offices will be closed Thursday, December 23rd and Friday, December 24th in observance of the Christmas Holiday; and Friday, December 31st in observance of the New Year's Holiday.**

IV. Presentation Agenda

- 1. Jonathon Story from PGSD Athletics Department regarding Gautier Gator License Plate pre-sale efforts.**

V. Business Agenda

- 1. Resolution authorizing the City of Gautier, Mississippi to join as a participant in the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration for an Abatement at 1428 Rue De Courmont, Gautier, MS (Nelse Coleman)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Consideration of a Conditional Use-Major Permit that would allow a manufactured home in an AG Agricultural Zoning District located at 5900 Carter Road, Gautier, MS, (GPC #21-55-CU)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration of a Conditional Use-Major Permit that would allow a manufactured home in an AG Agricultural Zoning District located at Carter Road, Gautier, MS, (GPC #21-53-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2809 West Park Drive (GPC #21-57-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Special Exception that would allow a workshop on Riverview Drive, in an R-1 Low Density Single-Family Residential Zoning District, (GPC Case No. 21-56-SE)

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. 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 December 7, 2021.
2. Approval of a Special Event Permit for fireworks and a request that off-duty officers be permitted to utilize City uniforms, vehicles, and firearms while providing private security services for a local wedding.
3. Approval of a Contract Addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study.
4. Approval is requested for Gautier Pride to use the Council Chambers on the second Thursday on each month.

5. Resolution to remove broken wall amplifier in council chambers from inventory.
6. Authorization to purchase three (3) 2022 Ford F150 Trucks for the Gautier Police Department
7. Approval of water and sewer adjustments dated December 21, 2021 in the amount of \$2,715.32
8. Authorization to enter into a Cost Reimbursement Agreement and Memorandum of Understanding (MOU) with the Federal Bureau of Investigation to permit reimbursement of overtime for officers assigned to the Southeast Mississippi Safe Streets Task Force

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 January 4, 2021 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 21, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices will be closed Thursday, December 23rd and Friday, December 24th in observance of the Christmas Holiday; and Friday, December 31st in observance of the New Year's Holiday.

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 25, 2021, in observance of THANKSGIVING DAY; on Friday, December 24, 2021, in observance of CHRISTMAS DAY; and on Friday, December 31, 2021, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 26, 2021, in further observance of the Thanksgiving holiday, and on Thursday, December 23, 2021, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

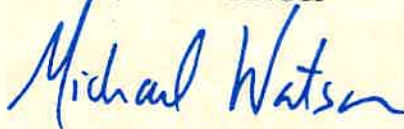


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of October in the year of our Lord, two thousand and twenty-one, and of the Independence of the United States of America, the two hundred and forty-sixth.


TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
December 21, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Jonathon Story from PGSD Athletics Department regarding Gautier Gator License Plate pre-sale efforts

NOTES :

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

Council Meeting:
Title:

December 21, 2021
Resolution authorizing the City of Gautier, Mississippi to join as a participant in the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding

Introduced by:
Contact Person/Telephone

Josh Danos 497-8000

Summary Explanation: Resolution authorizing the City of Gautier, Mississippi to join as a participant in the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

RESOLUTION NO. 000 - 2021

A Resolution authorizing City of Gautier, Mississippi (herein referred to as this “Governmental Unit”) to join with the State of Mississippi and other local governmental units as a participant in the *MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the “MOU”) and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*¹.

WHEREAS, the City of Gautier has suffered harm from the opioid epidemic;

WHEREAS, the City of Gautier recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and City of Gautier is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Mississippi Memorandum of Understanding (the “MOU”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, the City of Gautier, and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit “A.”

SECTION 3. That Josh Danos and Sheila Bossier are hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit “A.”

SECTION 4. That outside counsel, Josh Danos and Sheila Bossier, are hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the Subdivision Settlement Participation Form(s) in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*².

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch
c/o _____
Post Office Box 220
Jackson, MS 39205

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of _____, 2021.

(Mayor/Supervisor/etc.)

ATTEST: _____

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center’s Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi’s only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC’s Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

F. Signatures

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

FOR _____:
County/Municipality

Signature

Printed Name and Title

State of Mississippi	
Potential Total Cash Value to State of Mississippi	\$ 203,244,859
Distributor Settlement	\$ 165,109,998
Johnson & Johnson Settlement	\$ 38,134,861

State Percentage	15%	\$ 30,486,729
Local Government Percentage	15%	\$ 30,486,729
Abatement Percentage	70%	\$ 142,271,401

Local Government Name	Allocation Percentage	Total Cash Value
Adams County	0.8985554216%	\$ 273,940
Alcorn County	0.0578204353%	\$ 17,628
Amite County	0.2754940940%	\$ 83,989
Amory City	0.2123558157%	\$ 64,740
Arcola Town	0.0010590102%	\$ 323
Attala County	0.4311490985%	\$ 131,443
Bay St. Louis City	0.0312282476%	\$ 9,520
Benton County	0.1967251759%	\$ 59,975
Biloxi City	0.6666667152%	\$ 203,245
Bolivar County	0.5054718916%	\$ 154,102
Brandon City	0.5588523128%	\$ 170,376
Brookhaven City	0.4698551602%	\$ 143,243
Byram City	0.0547770198%	\$ 16,700
Caledonia Town	0.0030046028%	\$ 916
Calhoun County	0.4166915949%	\$ 127,036
Canton City	0.3619915401%	\$ 110,359
Carroll County	0.2038366637%	\$ 62,143
Charleston City	0.0471842538%	\$ 14,385
Chickasaw County	0.5125617433%	\$ 156,263
Claiborne County	0.1652102095%	\$ 50,367
Clarke County	0.5130522705%	\$ 156,413
Clarksdale City	0.2782697840%	\$ 84,835
Clay County	0.1865950468%	\$ 56,887
Cleveland City	0.1379086567%	\$ 42,044
Clinton City	0.3246720021%	\$ 98,982
Coahoma County	0.4250077645%	\$ 129,571
Columbia City	0.1700487562%	\$ 51,842
Columbus City	0.7062833075%	\$ 215,323
Copiah County	0.7241150434%	\$ 220,759
Corinth City	1.5816650367%	\$ 482,198
Covington County	0.6174640329%	\$ 188,245
Desoto County	2.2522818993%	\$ 686,647

The numbers and percentages here were established in the multi-state settlement agreements.

Diamondhead City	0.0001706110%	\$	52
D'Iberville City	0.0449484740%	\$	13,703
Forrest County	3.0616578309%	\$	933,399
Franklin County	0.2581639509%	\$	78,706
Gautier City	0.1321929417%	\$	40,301
George County	1.0403945717%	\$	317,182
Greene County	0.2954899300%	\$	90,085
Greenville City	0.0843269046%	\$	25,709
Greenwood City	0.5943132978%	\$	181,187
Grenada City	0.0561118483%	\$	17,107
Grenada County	0.5273941617%	\$	160,785
Gulfport City	8.3663540145%	\$	2,550,628
Hancock County	2.4130689411%	\$	735,666
Harrison County	1.2874717830%	\$	392,508
Hattiesburg City	0.3244941241%	\$	98,928
Hernando City	0.4436375568%	\$	135,251
Hinds County	2.0952971862%	\$	638,788
Holly Springs City	0.1633561159%	\$	49,802
Holmes County	0.3335097492%	\$	101,676
Horn Lake City	0.6541187991%	\$	199,419
Humphreys County	0.1378211215%	\$	42,017
Indianola City	0.0232788997%	\$	7,097
Issaquena County	0.0176264413%	\$	5,374
Itawamba County	1.0551186447%	\$	321,671
Iuka City	0.2863702538%	\$	87,305
Jackson City	2.7023863218%	\$	823,869
Jackson County	7.6803914141%	\$	2,341,500
Jasper County	0.3935030381%	\$	119,966
Jefferson County	0.0988397371%	\$	30,133
Jefferson Davis County	0.3525640043%	\$	107,485
Jones County	2.2305784671%	\$	680,030
Jonestown	0.0093639488%	\$	2,855
Kemper County	0.2230598782%	\$	68,004
Kosciusko City	0.0409900684%	\$	12,497
Lafayette County	0.7071898743%	\$	215,599
Lamar County	1.3147234572%	\$	400,816
Lauderdale County	1.4754252762%	\$	449,809
Laurel City	0.1490470917%	\$	45,440
Lawrence County	0.3439515365%	\$	104,860
Leake County	0.5816535679%	\$	177,327
Leakesville Town	0.0098671934%	\$	3,008
Lee County	1.4806197441%	\$	451,393

The numbers and percentages here were established in the multi-state settlement agreements.

Leflore County	0.1021569890%	\$	31,144
Lincoln County	0.5759063072%	\$	175,575
Long Beach City	0.1395044390%	\$	42,530
Lowndes County	0.9420210831%	\$	287,191
Lumberton City	0.0399107435%	\$	12,167
Madison City	0.5744347258%	\$	175,126
Madison County	1.0823035941%	\$	329,959
Marion County	1.6326205690%	\$	497,733
Marshall County	0.6301070815%	\$	192,099
McComb City	1.1167372797%	\$	340,457
McLain Town	0.0044727159%	\$	1,364
Meridian City	1.1199849989%	\$	341,447
Monroe County	0.8156743334%	\$	248,672
Morton City	0.0608711179%	\$	18,558
Moss Point City	0.0032946249%	\$	1,004
Mound Bayou City	0.0141407255%	\$	4,311
Natchez City	0.1096011104%	\$	33,414
Neshoba County	1.0218759326%	\$	311,537
Nettleton City	0.0308828966%	\$	9,415
New Albany City	0.2738041701%	\$	83,474
Newton County	0.5475288979%	\$	166,924
Noxubee County	0.1854222409%	\$	56,529
Ocean Springs City	0.1200514860%	\$	36,600
Oktibbeha County	0.7901312461%	\$	240,885
Olive Branch City	1.0945524041%	\$	333,693
Oxford City	0.6023909754%	\$	183,649
Panola County	1.1292595959%	\$	344,274
Pascagoula City	0.2503734877%	\$	76,331
Pearl City	1.1995158031%	\$	365,693
Pearl River County	3.0639700802%	\$	934,104
Perry County	0.3702849175%	\$	112,888
Petal City	0.0272749619%	\$	8,315
Philadelphia City	0.1157782842%	\$	35,297
Picayune City	0.5909943943%	\$	180,175
Pike County	0.1098336566%	\$	33,485
Pontotoc County	1.1521949614%	\$	351,267
Prentiss County	0.8003205029%	\$	243,992
Quitman City	0.0882346059%	\$	26,900
Quitman County	0.2144538516%	\$	65,380
Rankin County	3.4781979735%	\$	1,060,389
Ridgeland City	0.7160173813%	\$	218,290
Scott County	0.6338900864%	\$	193,252

The numbers and percentages here were established in the multi-state settlement agreements.

Shannon Town	0.0294620194%	\$	8,982
Shubuta Town	0.0061692462%	\$	1,881
Simpson County	0.9226578124%	\$	281,288
Smith County	0.3884281464%	\$	118,419
Southaven City	1.5613575424%	\$	476,007
Starkville City	0.1009907895%	\$	30,789
Stone County	0.5665672976%	\$	172,728
Summit Town	0.0051302205%	\$	1,564
Sunflower County	0.4670675785%	\$	142,394
Tallahatchie County	0.2616428951%	\$	79,766
Tate County	1.1596143086%	\$	353,528
Tippah County	0.6694448826%	\$	204,092
Tishomingo County	1.3228148432%	\$	403,283
Tunica County	0.1794601061%	\$	54,712
Tupelo City	1.4823597116%	\$	451,923
Union County	0.4972391282%	\$	151,592
Verona City	0.0615943563%	\$	18,778
Vicksburg City	0.7361603756%	\$	224,431
Walthall County	0.4965472701%	\$	151,381
Warren County	0.5623145758%	\$	171,431
Washington County	0.9231635344%	\$	281,442
Wayne County	0.9446965207%	\$	288,007
Waynesboro City	0.0135065086%	\$	4,118
Webb Town	0.0120785295%	\$	3,682
West Point City	0.2123222881%	\$	64,730
Wiggins City	0.1732117480%	\$	52,807
Yalobusha County	0.2996115144%	\$	91,342
Yazoo City	0.2548364591%	\$	77,691
Yazoo County	0.4237566726%	\$	129,190

Estimates based on full political subdivision participation.

The numbers and percentages here were established in the multi-state settlement agreements.



November 5, 2021

Several years ago, Mississippi became the first State in the country to file suit against opioid manufacturers to hold them accountable for their part in the epidemic that has cost us in lives lost, families torn apart, and public health and safety dollars spent in response. Following years of litigation, negotiations have now generated two multi-billion-dollar settlements with three opioid distributors, Cardinal Health, McKesson, and AmerisourceBergen, as well as Johnson & Johnson, a leading manufacturer.

The two settlement agreements are complex and include provisions that allow the defendants to claw back funds if we do not (1) meet requirements for the vast majority of the funds be used specifically for the treatment and abatement of opioids and (2) ensure the participation of specific cities and counties within the State.

Mississippi has suffered great loss and I am committed to ensuring every dollar our State and local governments is due remains in Mississippi and is not clawed back by the defendants. To that end, we worked with the University of Mississippi Medical Center to create a program that meets the opioid abatement requirements for the State. **This will free local governments up to use your funds as you see fit without a national fund administrator micromanaging their use.**

UMMC's Center for Addiction Medicine (CAM) will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi.

The national settlement proposed a split of funds due to each state as: 70% to an abatement fund, 15% to a State fund, 15% to a local government fund. And, we propose to follow the same allocation formula in Mississippi. However, **we also want to use a portion of the State fund to help local governments meet their contractual obligations to their attorneys who have helped to bring us to these settlements.**

My office has created a website (<https://www.ago.state.ms.us/opioidsettlement/>) with information related to the settlements, including the maximum amount your community will receive if all required local governments participate. **Again, under the terms of the settlement agreements, you will lose funds unless all specific counties and cities agree to participate.**

Here is what you need to do next to help your community get the full amount of funds it is due under these settlements:

1. Sign and return the attached Memorandum of Understanding (MOU). The MOU may be submitted by email to opioidsettlement@ago.ms.gov or by using the submission portal at <https://www.ago.state.ms.us/opioidsettlement>.
2. Register your community on the national settlement website (<https://nationalopioidsettlement.com>) and complete the required documents. The website requires the entry of a unique identifier code to register your city or county. Please email opioidsettlement@ago.ms.gov to request your code.

The deadline for the State and our local governments to participate is January 2, 2022. If you are unable to register using your assigned participation code or have additional questions after reviewing the website, please contact Ta'Shia Gordon at (601) 359-3070 or send an email to opioidsettlement@ago.ms.gov.

Thank you in advance for your time and cooperation. Mississippi led the country in fighting the industry that spawned and fueled the opioid epidemic. We have the opportunity with this settlement to continue to lead the country in abating the opioid epidemic, as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn Fitch", with a stylized flourish at the end.

Lynn Fitch
Attorney General
State of Mississippi

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:

December 21, 2021

Title:

Consideration for an Abatement at 1428 Rue De Courmont, Gautier, MS (Nelse Coleman)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 1428 Rue De Courmont, Gautier, MS (Nelse Coleman) (PID #85909105.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, after proper notice, on or about December 7, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1428 Rue De Courmont, Gautier, MS, (Nelse Coleman) PID #85909105.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 1428 Rue De Courmont, Gautier, MS 39553, by cleaning, maintaining, and bush hogging the overgrown property as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/15/2021
Subject: Consider Abatement of 1428 Rue De Courmont, Gautier, MS (Nelse Coleman)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

This property is overgrown and has not been mowed since July 2021. There has been no water account associated with this property since February 2020. The grass in the yard is 2ft tall in various places and this yard is the only one in the neighborhood that has not been mowed. This property was a tax-sale property and was eventually purchased by the current owner who resides in Florida.

DISCUSSION:

All attempts to resolve this case without abatement have been made. Notice of this abatement was certified as delivered to the current owner on November 22, 2021. This property is vacant and the house on the property is in decent condition. However, the yard of this lot has almost reached the point that it will need to be bush hogged. Mowing it now will be a significant enhancement to the safety and appearance of the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Parcel information
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Pictures of Property and Postings
6. Memorandum Public Hearing Proposal

Parcels: COLEMAN NELSE

GISP	764.19-03-0046.00
FIRST_ROUT	0046
FIRST_SUFF	00
FIRST_SHAP	20,200.36
OID_	
ID	83,094.00
PIDN	85909105.000
MAPNO	764.19-07-000.00
GISP_1	764.19-03-0046.00
NAME	COLEMAN NELSE
NAME2	
ADDRESS	1563 CAPITAL CR SE-STE 3-210
CITY	TALLAHASSEE FL
ZIP	32301
LOCATION	1428 RUE DE COURMONT GAUTIER
DESC1	LT 105 LA VILLE DE COURMONT S/D
DESC2	DB 1763-452 (46 MAP764.19-03)
DESC3	
DESC4	

1428 rue de courmont

Show search results for **1428 rue de courmont**



Property Link

JACKSON COUNTY, MS

Current Date 12/ 7/2021

 Tax Year 2021
 Records Last Updated 12/ 7/2021

PROPERTY DETAIL			
OWNER	COLEMAN NELSE	ACRES : .46	
	1563 CAPITAL CR SE-STE 3-210	LAND VALUE : 16260	
		IMPROVEMENTS : 95446	
	TALLAHASSEE FL 32301	TOTAL VALUE: 111706	
		ASSESSED : 16756	
PARCEL	85909105.000		
ADDRESS	1428 RUE DE COURMONT		
TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	843.83	0.00	843.83
CITY	720.51	0.00	720.51
SCHOOL	845.01	0.00	845.01
TOTAL	2409.35	0.00	2409.35
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			

CODE CASE DETAILED REPORT CODE-001806-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	08/31/2021
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	overgrown		

Address:	1428 Rue De Courmont	Main
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Note	Created By	Date and Time Created
1. PF. MS State is listed as owner due to tax sale. I don't know yet how to go about getting it cut.	Patrick Fagan	8/31/2021 1:03 pm
2. PF. owner info has been changed and updated. Now the owner shows as Nelse Coleman 1563 Capital Cr. se-ste 3-210, tallahassee fl 32301. I'm sending her an abatement notice for Dec 21 to try to speed things up. I can change the date later if need be.	Patrick Fagan	11/16/2021 4:57 pm
3. pf. The abatement certified notice to the owner was received in November. The abatement sign was posted on the property today.	Patrick Fagan	12/7/2021 8:17 am

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

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

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on December 21, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1428 Rue De Courmont

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

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery

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

November 16, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Nelse Coleman
1563 Capital Cr Se-STE 3-210
Tallahassee, FL 32301

**Re: Notice of Public Hearing
1428 Rue De Courmont**

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1428 Rue De Courmont, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **December 21, 2021 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan



**CITY OF GAUTIER
CODE ENFORCEMENT
PUBLIC HEARING NOTICE**

PARCEL NO: 85909105
ADDRESS NO: 1428 RUE DE COURMONT
HEARING ON: DECEMBER 21, 2021

**AT 6:30 PM, CITY HALL
3330 HIGHWAY 90, GAUTIER, MS
ANY QUESTIONS, PLEASE CALL 228-497-1878**

SECTION 21-19-11: THIS NOTICE IS TO INFORM YOU THAT A HEARING WILL BE HELD FOR THIS PARCEL OF LAND THAT IS IN NEED OF ABATEMENT/CLEANING. AN ADJUDICATION AT THE HEARING WILL AUTHORIZE THE CITY OF GAUTIER TO RE-ENTER THIS PROPERTY FOR A PERIOD OF ONE (1) YEAR WITHOUT ANY FURTHER HEARING IF NOTICE IS POSTED ON THIS PROPERTY AND AT CITY HALL AT LEAST (7) DAYS BEFORE THIS PROPERTY IS RE-ENTERED FOR ABATEMENT/CLEANING.

 CITY OF GAUTIER
CODE ENFORCEMENT
PUBLIC HEARING NOTICE

PARCEL NO. 87091105
ADDRESS NC 1428 RUE DE COURMONT
HEARING ON DECEMBER 21, 2021
AT 6:30 PM, CITY HALL
3330 HIGHWAY 90, GAUTIER, MS
ANY QUESTIONS, PLEASE CALL 228-497-1878

NOTICE TO HEAR: THIS NOTICE IS TO INFORM YOU THAT A HEARING WILL BE HELD FOR THE REVIEW OF A USE THAT IS IN VIOLATION OF GAUTIER CITY ZONING AND ORDINANCES. AT THE HEARING, THE CITY OF GAUTIER WILL BE AUTHORIZED TO RE-EVALUATE THE PROPERTY FOR A PERIOD OF ONE YEAR. IF THE PROPERTY IS FOUND TO BE IN VIOLATION, THE CITY OF GAUTIER WILL ATTEMPT TO ENFORCE THE VIOLATION. IF THE PROPERTY IS FOUND TO BE IN VIOLATION, THE CITY OF GAUTIER WILL ATTEMPT TO ENFORCE THE VIOLATION. IF THE PROPERTY IS FOUND TO BE IN VIOLATION, THE CITY OF GAUTIER WILL ATTEMPT TO ENFORCE THE VIOLATION.





07/12/21 08:56 AM



07/12/21 08:51 AM



07/12/21 08:52 AM



07/12/21 08:54 AM



07/12/21 08:55 AM



07/12/21 08:53 AM



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07/12/21 08:55 AM

7008 1830 0002 8771 2374

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.53
Certified Fee	3.75
Return Receipt Fee (Endorsement Required)	3.05
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.33



Sent To Nelse Coleman
 Street, Apt. No.,
 or PO Box No. 1563 Capital Cr. Se-STE 3-210
 City, State, ZIP+4 Tallahassee, FL 32301

PS Form 3800, August 2006

See Reverse for Instructions



**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: December 8, 2021

Subject: Abatement of 1428 Rue De Courmont (mow only)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

This property is overgrown and has not been mowed since July 2021. There has been no water account associated with this property since February 2020. The grass in the yard is 2ft tall in various places and this yard is the only one in the neighborhood that has not been mowed. This property was a tax-sale property and was eventually purchased by the current owner who resides in Florida.

DISCUSSION:

All attempts to resolve this case without abatement have been made. Notice of this abatement was certified as delivered to the current owner on November 22, 2021. This property is vacant and the house on the property is in decent condition. However, the yard of this lot has almost reached the point that it will need to be bush hogged. Mowing it now will be a significant enhancement to the safety and appearance of the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Parcel Information
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Pictures of Property and Postings

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 21, 2021
Consideration of a Conditional Use-Major Permit
that would allow a manufactured home in an AG
Agricultural Zoning District located at 5900 Carter
Road, Gautier, MS, (GPC #21-55-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 located at 5900 Carter Road, Gautier, MS, (GPC #21-55-CU) PID #85298082.000

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

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. 21-55-CU
5900 CARTER ROAD – AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 85298082.000**

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

WHEREAS, the parcel subject to this Permit is located at 5900 Carter Road in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its December 2, 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 the Conditional Use-Major 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 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 Willis Budnick on December 2, 2021 for a Conditional Use-Major Permit in an AG Agricultural Zoning District.

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 December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/15/2021
Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. 5900 Carter Road (GPC #21-55-CU)

REQUEST:

The Planning Department has received a request from Willis Budnick for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District at 5900 Carter Rd., PIDN 85298082.000. (GPC #21-55-CU). The application fee of \$250 was paid on October 28, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.
Location: 5900 Carter Road, PID #85298082.000 (See Exhibit A)
General features of the proposed project: Total Area: 5 acres
Existing Zoning – AG Agricultural (See Exhibit B)
Existing Land Use - Mobile Home (See Exhibit C)
Comprehensive Plan Future Land Use Designation – 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: There are other mobile homes.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is 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: No.

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: Yes.

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:

The Planning Commission recommends that City Council approve the request based on the evidence that all criteria has been met.

The City Council may:

1. Approve the Conditional Use-Major,
2. Approve the Conditional Use-Major with changes; or
3. Deny the Conditional Use-Major.

ATTACHMENTS:

1. Complete Packet 12-55-CU
2. Excerpt GPC Meeting 12.2.21 (#21-55-CU)

Excerpt from December 2, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Willis Budnick for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District at 5900 Carter Rd., PID #85298082.000. (GPC #21-55-CU).

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the property was developed under county purview prior to annexation by Gautier in 2002. The County allows more than one residence on a parcel which is why this property has two mobile homes on it. The applicant wants to remove or demolish the dilapidated mobile home and put a newer mobile home in its location. If his request is approved, he wants to parcel off at least 20,000 square feet from the original five acres to place the mobile home on since Gautier does not allow more than one residence per parcel.

The applicant then plans to live in the new mobile home while building a new house. The other mobile home on the property will be moved prior to building the new house.

REQUEST:

The Planning Department has received a request from Willis Budnick for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District at 5900 Carter Rd., PIDN 85298082.000. (GPC #21-55-CU). The application fee of \$250 was paid on October 28, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5900 Carter Road, PID #85298082.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: 5 acres
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use - Mobile Home. – (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – 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: There are other mobile homes.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is 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: No.

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: Yes.

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

Vice Chairman Ward asked the applicant to present his case.

Willis Budnick stated that what Mr. Ankerson had explained was what he was wanting to do. He was going to subdivide a half-acre from the original lot to place the new mobile home on. The new mobile home is a 2015 River Birch 16’ x 72’. Mr. Budnick said that after the new home is built his son will probably live in the mobile home.

Commissioner Davis noted that Mr. Budnick had an invested interest in the property because he intended to build on the property and live there. Therefore, he would be more likely to keep the property clean and neat.

Pertis Watts, who owns the adjoining property and was attending by phone, asked whether the applicant intended to demolish the existing mobile home on-site or at another location.

Mr. Ankerson advised that Mr. Budnick would have to remove or demolish the other mobile home before he could move the new one in.

Mr. Watts stated that he was concerned that Mr. Budnick may have a building that is partially on his property. **Vice Chairman Ward** explained that that would be a civil matter that the two of them would have to settle.

ACTION TAKEN:

Vice Chairman Ward made a motion to recommend that City Council approve the Conditional Use Major based on the evidence that all criteria had been met.

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

AYES: **Joshua Ward**
 Ricky Decoteau
 Chris Hoover
 William Davis

ABSENT: **Kay C. Jamison**
 DeAnna McManus
 Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 2, 2021

GPC #21-55-CU

Willis Budnick

5900 Carter Road

VII. NEW BUSINESS

1. Consider a request by Willis Budnick for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. 5900 Carter Road, PID #85298082.000, (GPC #21-55 CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 17, 2021

Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-55-CU)

REQUEST:

The Planning Department has received a request from Willis Budnick for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District at 5900 Carter Rd., PIDN 85298082.000. (GPC #21-55-CU). The application fee of \$250 was paid on October 28, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5900 Carter Road, PID #85298082.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: 5 acres
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Mobile Home. – (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – 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: There are other mobile homes.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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.

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

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Applicant Response: No.

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: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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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

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

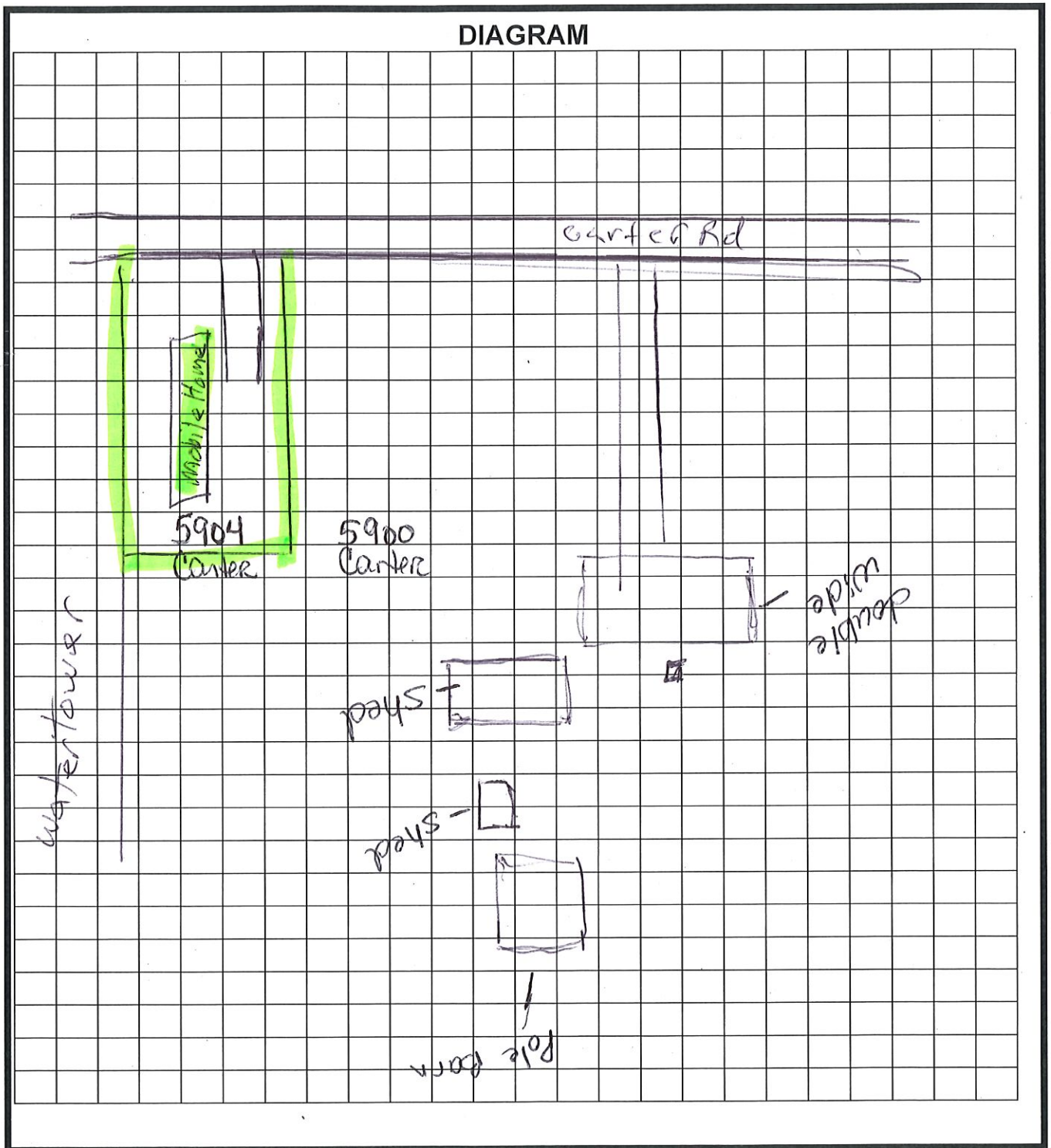
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, 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

Will be Moving trailer to put the Mobile Home
there to live in while building House on the land
Next to it will be subdividing the 5 Acres to 1/2 Acre
for this Mobile Home when Approved.

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.



85298082.000 BUDNICK THERESA GAIL &

PIDN: 85298082.000

GISP: 774.17-00-0106.00

Owner Information

Percent of Ownership: 100

Name: BUDNICK THERESA GAIL &

Name 2: BUDNICK WILLIS JR

Mailing Address: 5900 CARTER RD
OCEAN SPRINGS MS
39564

Site Address: 5900 CARTER RD GAUTIER

Land Information

Section: 17 Acreage: 0.00

Township: 7

Range: 7

Street Name CARTER
RD

Value and Tax Information

Total Assessed Value: 5197

Total Appraised Value: 49153

Improvement Value: 11493

Land Value: 37660

Tax Amount: 731

SQ FT: 1960

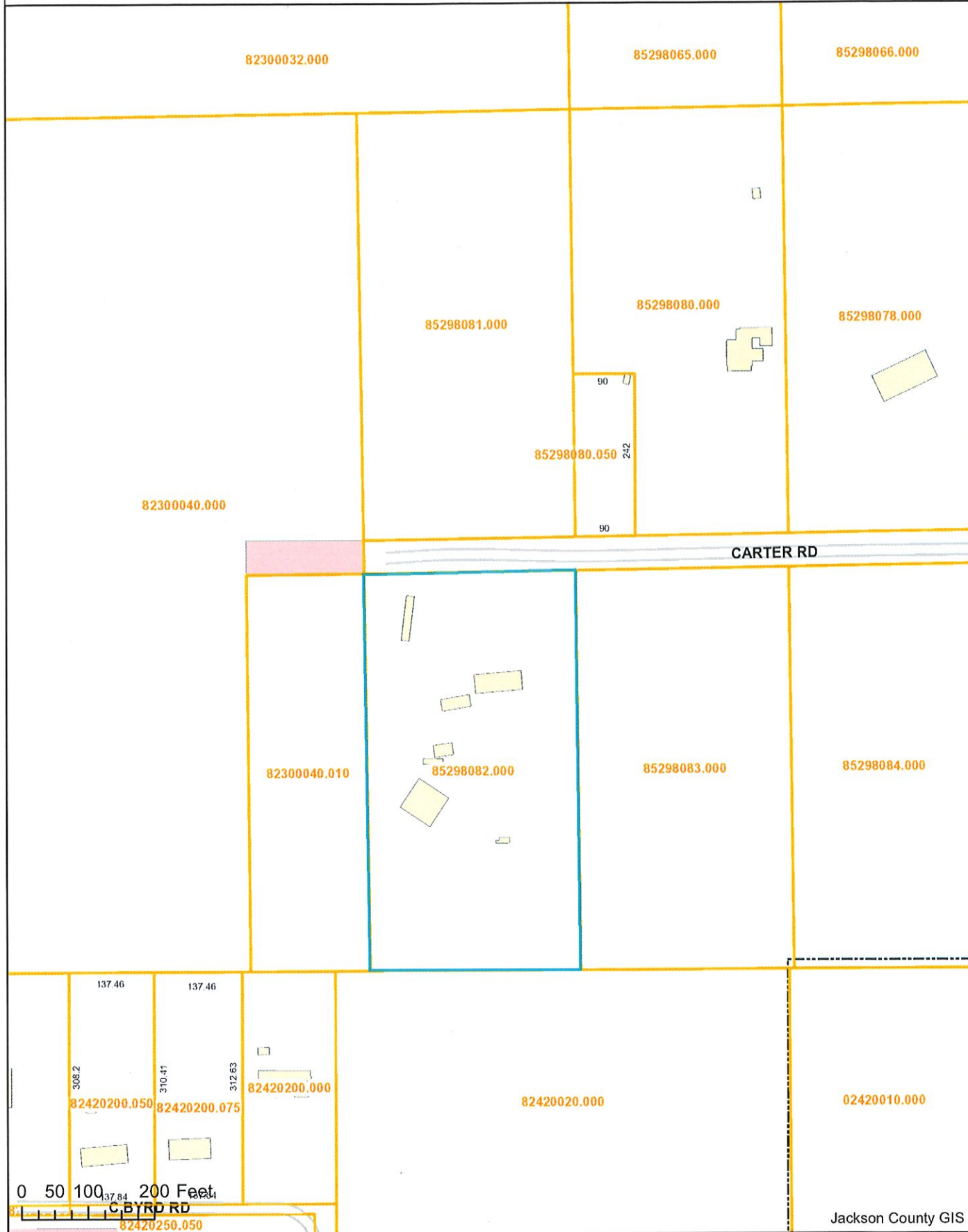
Year Built: 1999

Legal Description

Description: LOT 63 FOUNTAINBLEAU ACRES (W1/2
SW1/4 SW1/4 SE1/4) DB 1773-742
(106 MAP774.17) TRL#990123 1999
28X70 CRAFTMAKE

Deed Book / Page: 1773 / 742

85298082.000 BUDNICK THERESA GAIL &



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

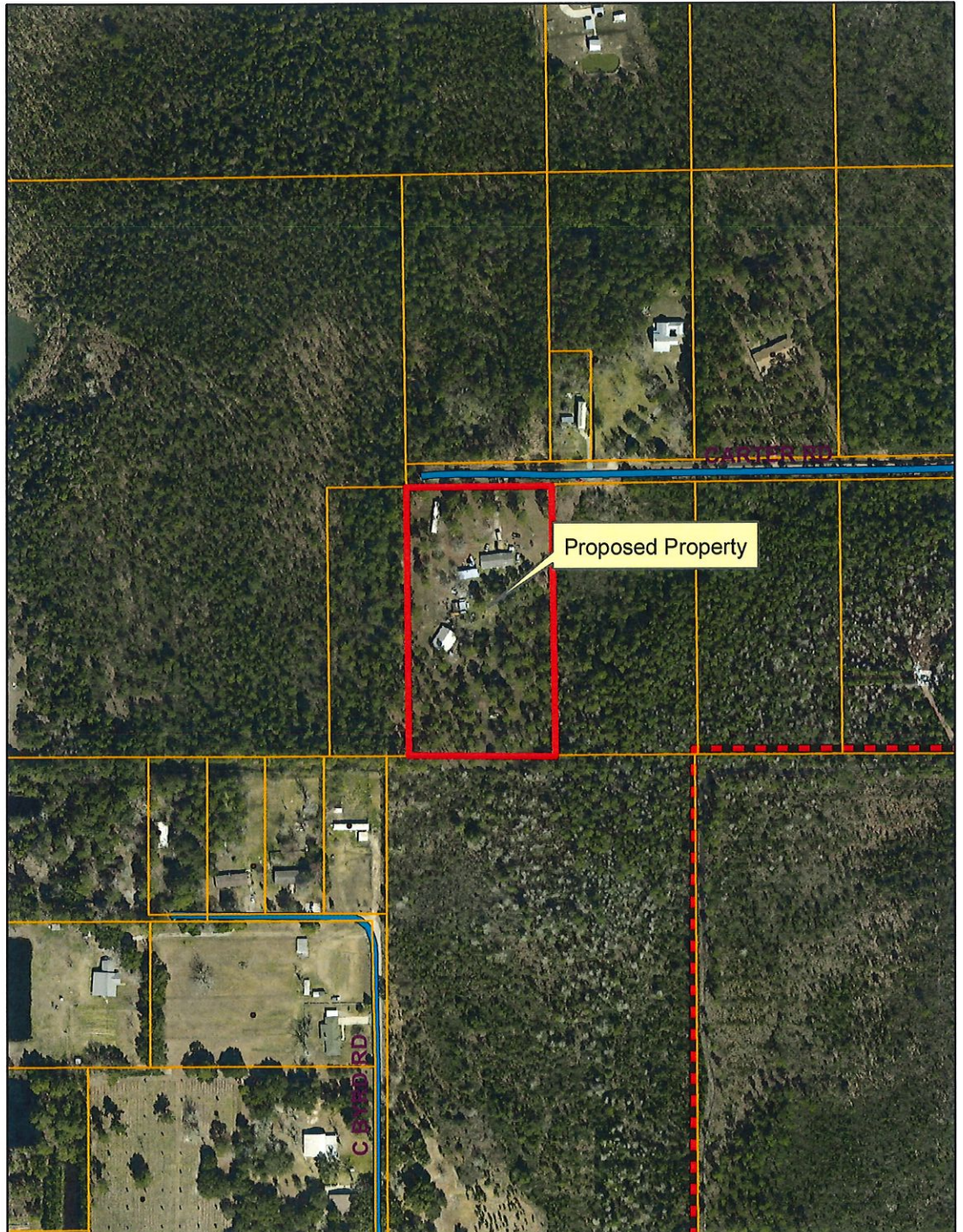


Exhibit B

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

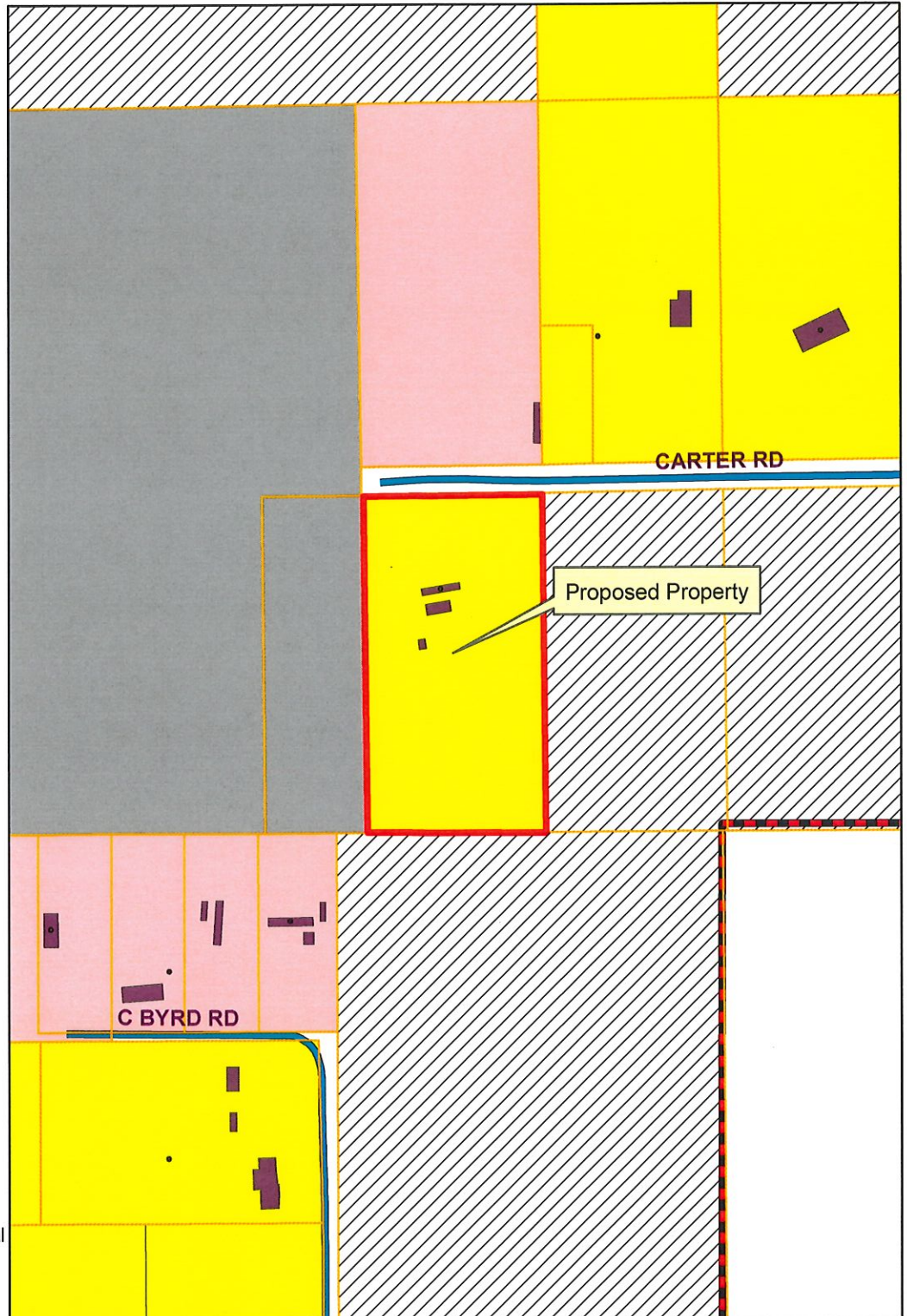


Exhibit D Future Land-Use

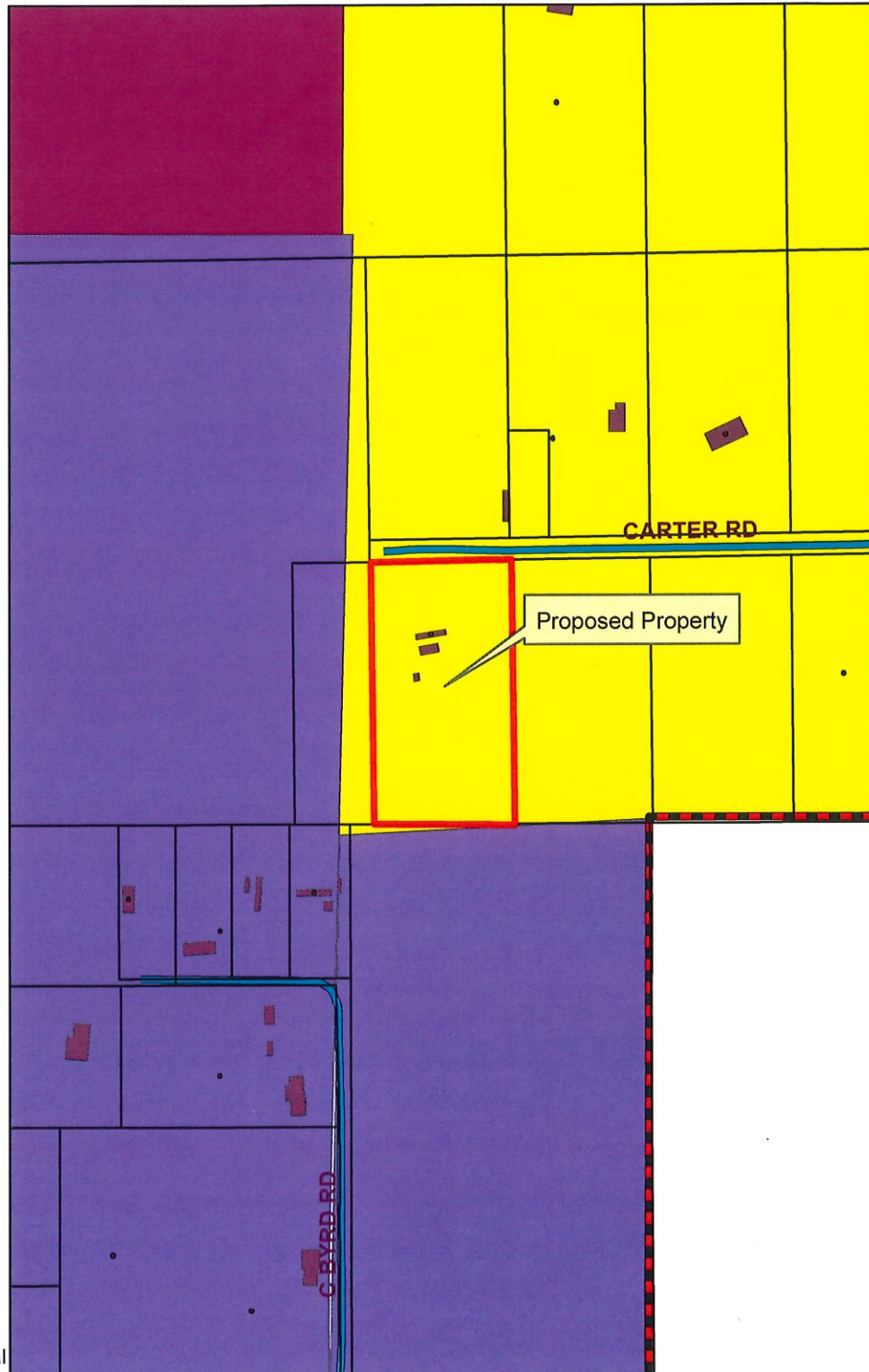
Prepared By:
City of Gautier
Planning Department

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:

December 21, 2021
Consideration of a Conditional Use-Major Permit that would allow a manufactured home in an AG Agricultural Zoning District located at Carter Road, Gautier, MS, (GPC #21-53-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 located at Carter Road, Gautier, MS, (GPC #21-53-CU) PID #85298086.000

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

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. 21-53-CU
CARTER ROAD – AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 85298086.000**

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

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

WHEREAS, after due public notice, Planning Commission, at its December 2, 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 the Conditional Use-Major 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 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 Stanley Fountain on December 2, 2021 for a Conditional Use-Major Permit in an AG Agricultural Zoning District.

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 December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/15/2021
Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. Carter Road, PID #85298086.000 (GPC #21-53-CU)

REQUEST:

The Planning Department has received a request from Stanley Fountain for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District, Carter Road, PID #85298086.000. (GPC #21-53-CU). The application fee of \$250 was paid on October 19, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.
Location: East end of Carter Road, PID #85298086.000 (See Exhibit A)
General features of the proposed project: Total Area: 20 acres
Existing Zoning – AG Agricultural (See Exhibit B)
Existing Land Use – Vacant (See Exhibit C)
Comprehensive Plan Future Land Use Designation – 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: Two double wide homes next door to me on Carter Road and Baker Road.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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.

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

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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: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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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:

The Planning Commission recommends approval based on the evidence that all criteria has been met. The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 12.2.21 (#21-53-CU)
2. Complete Packet 21-53-CU

Excerpt from December 2, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Stanley Fountain for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District, Carter Road, PID #85298086.000. (GPC #21-53-CU).

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

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

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is 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: No.

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: Yes.

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

Vice Chairman Ward asked the applicant to present his case.

Stanley Fountain explained that he would like to place a double wide mobile home on the property so that he can move his handicapped brother and his wife from Wiggins. Mr. Fountain said he is having to drive every other day to Wiggins to check on his brother. He also stated that his brother's wife is also very ill.

Commissioner Davis noted that there were other mobile homes in the area and that Mr. Fountain had an invested interest in the property because he intended to build on the property at a later date. Therefore, he would be more likely to keep the property clean and neat.

Vice Chairman Ward noted that Mr. Ankerson said Mr. Fountain intends to section off a small area, which must be at least 20,000 square feet in an Agricultural Zoning District, in order for the mobile home to be on a separate lot. Vice Chairman Ward asked Mr. Fountain if he intended to sell any of the other property.

Mr. Fountain explained that he wanted to make the new lot for the mobile home about two acres and use some of the other property for a garden.

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

ACTION TAKEN:

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

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

AYES: Joshua Ward
Ricky Decoteau
Chris Hoover
William Davis

ABSENT: Kay C. Jamison
DeAnna McManus
Paul Gainer

Motion passed.

Gautier Planning Commission
Regular Meeting Agenda
December 2, 2021
GPC #21-53-CU
Stanley Fountain
Carter Road, PID #85298086.000

VII. NEW BUSINESS

1. Consider a request by Stanley Fountain for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. Carter Road, PID #85298086.000, (GPC #21-53-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 17, 2021

Subject: Consider a request for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District. (GPC #21-53-CU)

REQUEST:

The Planning Department has received a request from Stanley Fountain for a Conditional Use-Major that would allow a manufactured home in an AG Agricultural Zoning District, PIDN 85298086.000. (GPC #21-53-CU). The application fee of \$250 was paid on October 19, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: East end of Carter Road, PID #85298086.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: 20 acres
3. Existing Zoning – AG Agricultural (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – 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: Two double wide homes next door to me on Carter Road and Baker Road.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is 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: No.

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: Yes.

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

21-53-CU

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

Name of

Applicant: New Home Double wide Zone(2) Stanley Fountain
in Agricultural Zone
Name of Business: NONE Phone: 228-239-1501
Property Address: 85298086.000 Mailing Address (if Different): 427 Woody CR Olean Springs MS
Carter Road Zip 39564
E-Mail Address: StanleyN Fountain @ Hot mail .com

Proposed Use Requiring Conditional Use: Agriculture ~~Commercial~~ (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

- Yes 1. Answers to the Criteria for Approval (see attached).
Double wide trailer 2. Project Narrative (see attached).
Yes 4. Diagram of intended use (see attached).
X 3. 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.
X 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Stanley N Fountain Date of Application: 10-18-2021
Stanley N Fountain

FOR OFFICE USE ONLY

Date Received 10-19-21 Verify as Complete BL

Fee Amount Received 250.00 Initials of Employee Receiving Application BL

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

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.

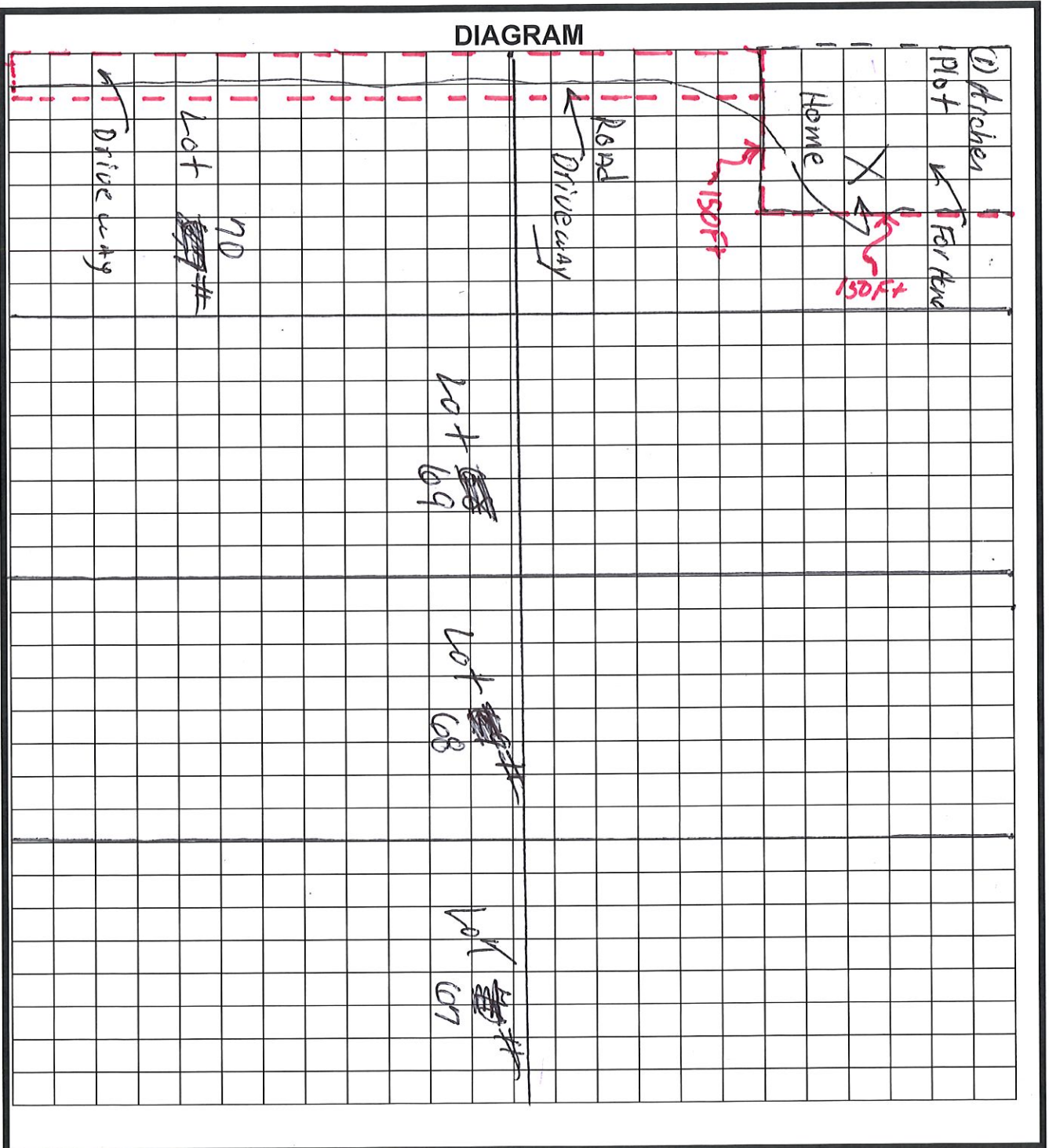
NARRATIVE

Double wide Trailer, Single Family Home. My wife And I, parking on the Lot @ 70# will Be for Two Vehical In Front of Home.

Note: I need To be on my Land Before I Pass Away Please!

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

50 Ft + wide minimum
 Existing Double wide Home
 Existing Double wide Home
 Existing Double wide Home
 Existing Brick Home
 Existing Brick Home
 Baker Rd.



85298086.000 FOUNTAIN STANLEY NILES

PIDN: 85298086.000

GISP: 774.17-00-0119.00M

Owner Information

Percent of Ownership: 100

Name: FOUNTAIN STANLEY NILES

Name 2:

Mailing Address: P O BOX 1423
OCEAN SPRINGS MS
39566

Site Address: CARTER RD GAUTIER

Land Information

Section: 17 Acreage: 20.00

Township: 7

Range: 7

Street Name CARTER
RD

Value and Tax Information

Total Assessed Value: 374

Total Appraised Value: 2490

Improvement Value: 0

Land Value: 2490

Tax Amount: 56

SQ FT: 0

Year Built:

Legal Description

Description: LOTS 67;68;69&70 FOUNTAINBLEAU A
CRES (S1/2 SE1/4 SE1/4) DB 1256-
17 (119M Map774.17)

Deed Book / Page: 1256 / 17

85298086.000 FOUNTAIN STANLEY NILES

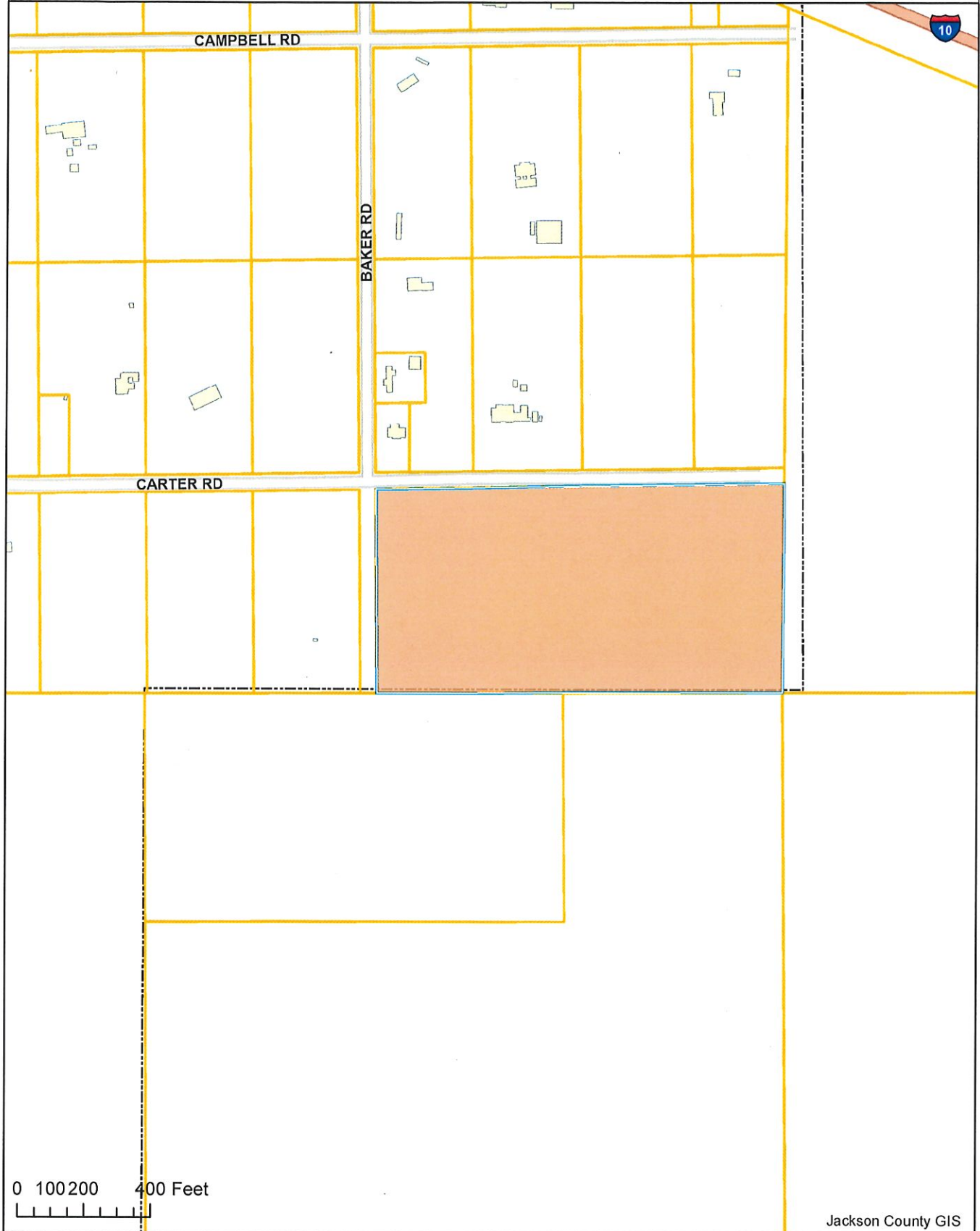


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

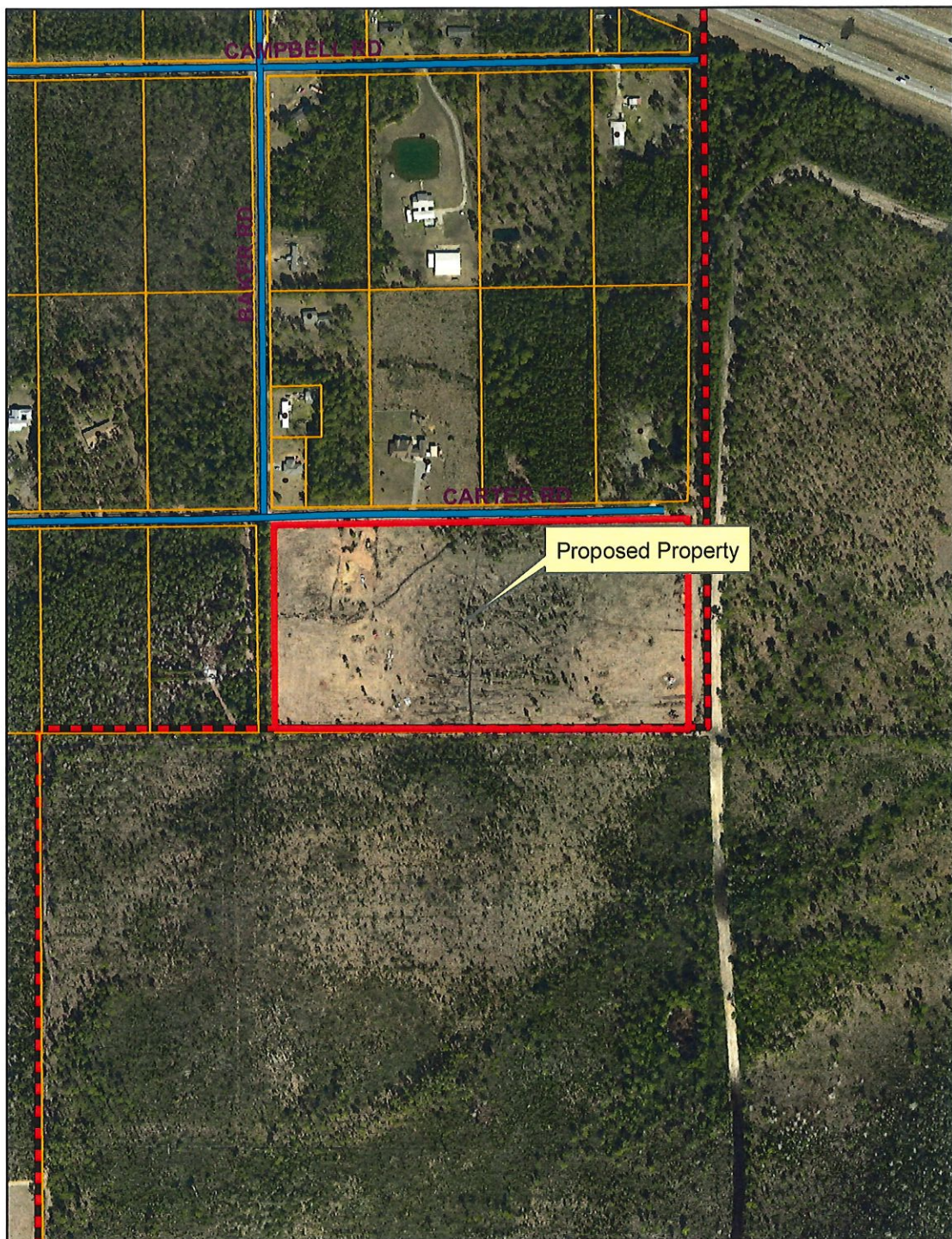


Exhibit B

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

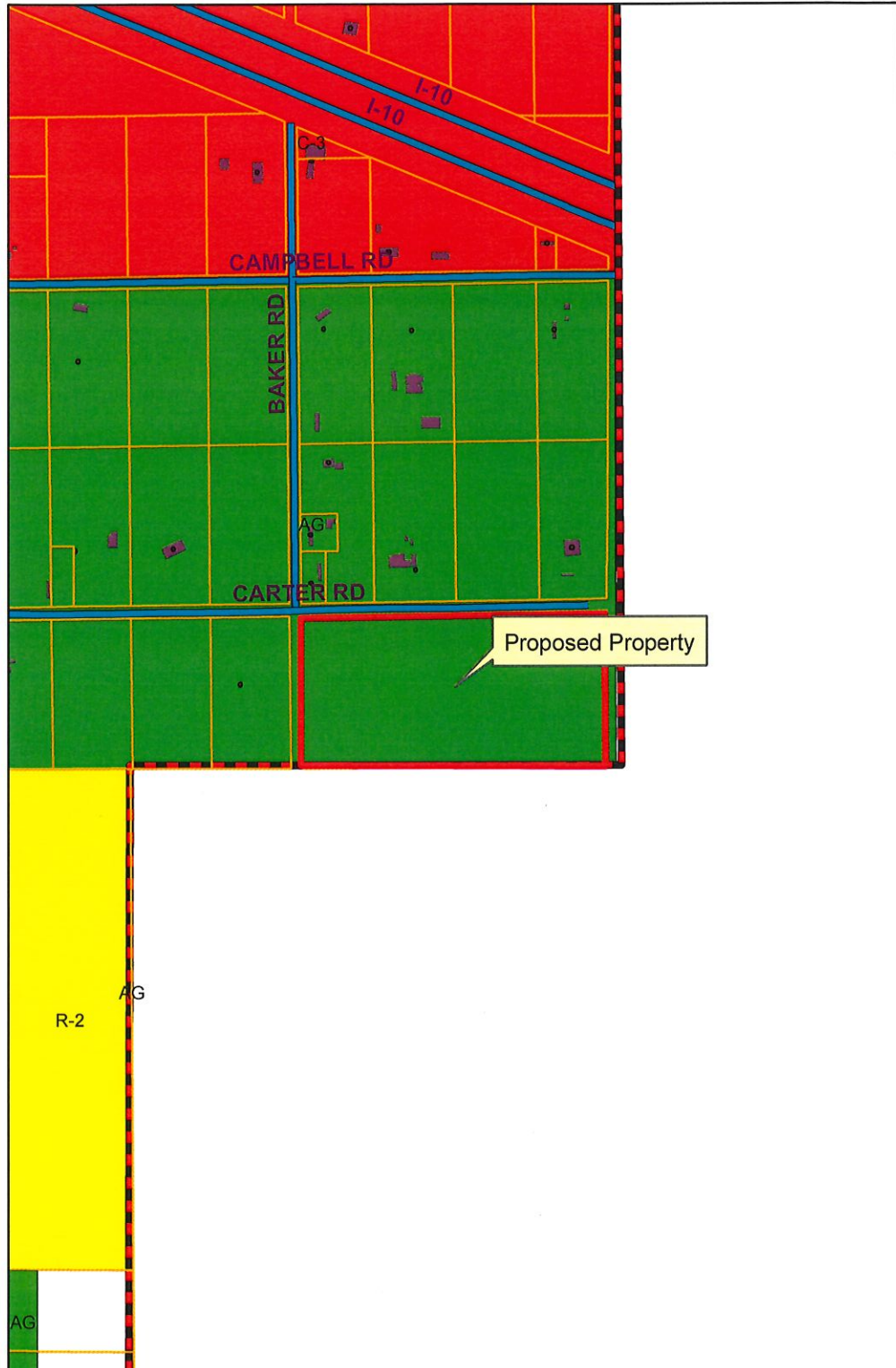


Exhibit C

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

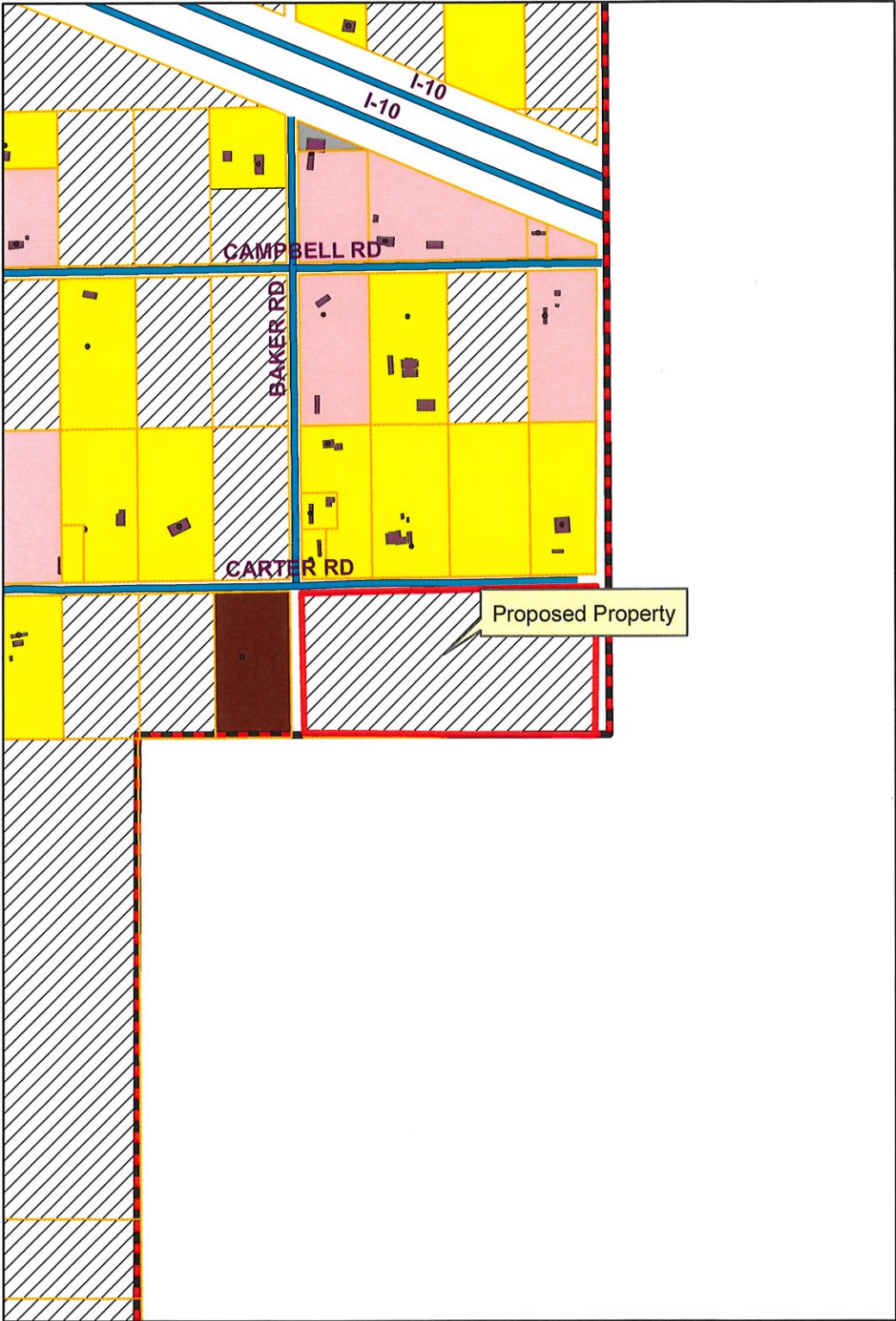


Exhibit D Future Land-Use

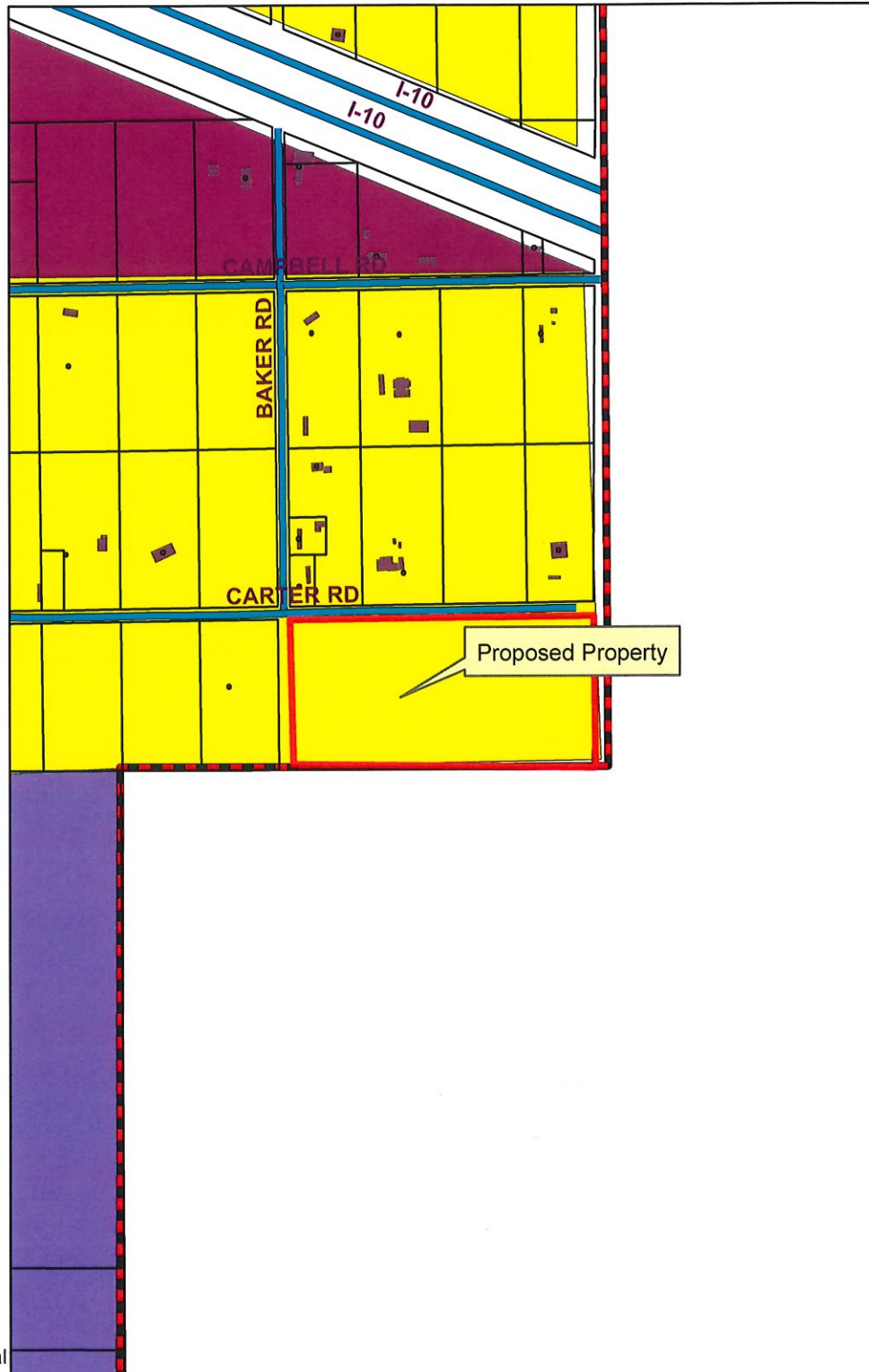
Prepared By:
City of Gautier
Planning Department

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: December 21, 2021
Title: Consideration of a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2809 West Park Drive (GPC #21-57-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 2809 West Park Drive, (GPC #21-57-VAR) PID #85106088.000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

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 homeowner of 2809 West Park Drive, (PID# 85106088.000) has requested a seven-foot six-inch (7'6") variance to side yard set-back requirements for an accessory building; and

WHEREAS, the property owner requests a seven-foot six-inch (7'6") variance to the minimum side yard set-back requirements in an R-1 Low Density Single-Family Residential District.

WHEREAS, this would allow an accessory building to be two-feet six-inches (2'6") from the side property line in lieu of the required ten feet (10'); and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 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's recommendation to approve this variance;

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 December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/15/2021
Subject: Consider a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, (GPC #21-57-VAR)

REQUEST:

The Planning Department has received a request from Charles Pinion for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, PID #85106088.0000. The application fee of \$175 was paid on November 9, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has started construction of an accessory/storage building without obtaining a permit. The foundation has been set. The storage building extends to two feet six inches (2'6") from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a seven-foot six-inch (7'6") variance.

DISCUSSION:

The applicant requests a seven-foot six-inch (7'6") variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory/storage building to be two feet six inches (2'6") from the side property line in lieu of the required ten feet (10'). The foundation for the storage building has already been completed without a permit.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance 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 an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
3. That the special conditions and circumstances do not result from actions of the applicant; and
4. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

The Planning Commission recommends City Council approve the request based on the evidence in the record that all criteria has been met.

The City Council may:

1. Approve the variance request as presented;
2. Approve the variance request with changes; or
3. Deny the variance request.

ATTACHMENTS:

1. Complete Packet 21-57-VAR
2. Excerpt GPC Meeting 12.2.21 (#21-57-VAR)

Excerpt from December 2, 2021 Planning Commission Meeting:

The Planning Department has received a request from Charles Pinion for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, PID #85106088.0000. (GPC #21-57-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He said the applicant had expressed that he thought he had a permit because years ago he had come to the City and he didn't know that permits expired.

REQUEST:

The Planning Department has received a request from Charles Pinion for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, PID #85106088.0000. The application fee of \$175 was paid on November 9, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has started construction of an accessory/storage building without obtaining a permit. The foundation has been set. The storage building extends to two feet six inches (2'6") from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a seven-foot six-inch (7'6") variance.

DISCUSSION:

The applicant requests a seven-foot six-inch (7'6") variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory/storage building to be two feet six inches (2'6") from the side property line in lieu of the required ten feet (10'). The foundation for the storage building has already been completed without a permit.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance 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 an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff finds that granting this variance would be necessary to avoid damaging or removing existing trees. 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 variance request as presented;
- 2. Recommend that City Council approve the variance request with changes; or
- 3. Recommend that City Council deny variance 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

Vice Chairman Ward asked the applicant to present his case.

Charles Pinion stated that he got a permit about ten years ago but because of money and other issues he didn’t build the shed. When he found out he didn’t have an active permit and came to get one he was told that he was building to close to the side property

line. He said the eight foundation pilings were already in place. He stated that there were no other sheds on the property.

Vice Chairman Ward noted his request mentioned there was a large oak tree in the back yard he was trying to avoid and then asked if there was anywhere else in the back yard the shed could be placed.

Mr. Pinion stated that he did not want it in the middle of his back yard and there were lots of vines growing on the other side of the yard.

James Jenkins, whose mother's property backs up to the applicants, was present but stated that his mother had no problem since it will not affect her property.

Commissioner Davis questioned how intrusive the shed was to the oak tree in the yard.

Mr. Ankerson stated that moving the shed any further from the property line would place it under the drip line of the oak tree and if you moved it forward there was a grapefruit tree that it would interfere with.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend approval of the variance based on the evidence in the record that all criteria had been met.

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

AYES: **William Davis**
 Josh Ward
 Chris Hoover
 Ricky Decoteau

ABSENT: **Kay C. Jamison**
 DeAnna McManus
 Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 2, 2021

GPC #21-57-VAR

2809 West Park Drive

VII. NEW BUSINESS

1. Consider a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, (GPC #21-57-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 18, 2021

Subject: Consider a request for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, (GPC #21-57-VAR)

REQUEST:

The Planning Department has received a request from Charles Pinion for a seven-foot six-inch (7'6") variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 2809 West Park Drive, PID #85106088.0000. The application fee of \$175 was paid on November 9, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has started construction of an accessory/storage building without obtaining a permit. The foundation has been set. The storage building extends to two feet six inches (2'6") from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a seven-foot six-inch (7'6") variance.

DISCUSSION:

The applicant requests a seven-foot six-inch (7'6") variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory/storage building to be two feet six inches (2'6") from the side property line in lieu of the required ten feet (10'). The foundation for the storage building has already been completed without a permit.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance 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 an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff finds that granting this variance would be necessary to avoid damaging or removing existing trees. 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 variance request as presented;
- 2. Recommend that City Council approve the variance request with changes; or
- 3. Recommend that City Council deny variance 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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

21-57-VAR

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: Charles Pinion
Name of Business: NONE Phone: 228-623-7242
Property Address: 2809 West Park Dr Mailing Address (if Different): _____
E-Mail Address: pinioncg@hotmail.com (Storage)
Reason for request, location and intended use of Property: footprint for accessory building
Need 7 1/2 foot side yard variance.

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: Charles Pinion Date of Application: 11/1/2021

FOR OFFICE USE ONLY

Date Received 11/9/21 Verify as Complete BL/SA

Fee Amount Received 175.00 Initials of Employee Receiving Application BL

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

REFER TO ATTACHED PAGES.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

REFER TO ATTACHED PAGES

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

REFER TO ATTACHED PAGES

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

REFER TO ATTACHED PAGES



228-623-7242

08 November 2021

Charles Pinion
2809 West Park Drive
Gautier MS 39553

Gautier Public Hearing Application

Variance Criteria for Approval – Answer questions below...

A. Do special conditions and circumstances exist which are peculiar....?

Yes. Among other considerations, there is a large 3-foot plus diameter oak tree nearby for which accommodations must be given.

B. Would the literal interpretation of the provisions of this ordinance deprive the applicant of rights....?

Deprived of rights? No. Put in an untenable situation? Yes.

Other properties in the immediate neighborhood appear to have been granted a similar variance. Refer to narrative.

C. Do the special conditions and circumstances result from actions of the applicant?

Yes. The building footprint, which is in place, was selected as the optimum site in relation to the three immediate barriers. The barriers are the 40 year old, 3 foot plus diameter oak tree and the side and rear property lines. Also, building floor plan has to be such that floor height and access ramp are accommodating to the root ball.

The second point is that a significant deposit has been paid to the contractor to finish the construction of the building in its present location.

D. Does granting the variance requested confer upon the applicant any special privilege....?

I do not know of any special privilege that would be conferred to me. It is noted that there are similar accessory structures in the neighborhood which appear to have been granted a variance. The variance will be a greatly appreciated act of kindness in a stressful situation.

Narrative

Application for Variance for Location of Accessory Building

The primary reason for the accessory/storage building is money. I am presently renting a locker at a local storage facility. The owner/manager has raised rent twice in the past 3 year or 4 years and enough money has been spent on rent when the same money can be used to buy a storage building /stuff box on my own property.

Currently, the footprint foundation concrete blocks and pyramids are in place with a significant draw on funds having been paid and all work on hold until the permit with the approved variance is in hand.

The issue is the encroachment into the 10 foot setback along the side property line. The footprint for the building is the best site selection in the backyard. All other locations were deemed less desirable. In a 45 x 70 foot available space with two oaks and a fruit tree, site selection is problematic; the selected location is the best of other options. Significant considerations for location are: (1) security, (2) physical accommodation, and (3) floor height.

The building footprint is located under the umbrella of a 40 year old, 3 foot plus diameter, oak tree. The southwest corner footing is 7 feet from the base of the tree and cannot be moved any closer without significant costs in time and labor and harm to the root system of the tree.

The security feature of the site is that one can see the (south-facing) door and window(s) from three vantage point windows on the west side of the house. House back door lighting provides a measure of security for the building. With the footprint in its present location with the north wall near the neighbor's fence, the fence makes crow bar access into the building a little more challenging. The other consideration is that my neighbor can see two walls from her patio for a measure of security.

With respect to location, it is the best site in the backyard. Considering the footstep count from the house door to the accessory building door, door access ramp away from the tree root ball, floor height above ground level, and security, the building is in the best location for its purpose and use.

On the morning of 05 November 2021, I conducted a drive-by inspection of lots in College Park West for similar accessory buildings. The inspection was performed without intrusion onto the properties nor any conversation with an occupant. Accessory buildings/structures that, by appearance, are within 10 feet of the side yard property line are located at:

3001 West Park

2312 Northbrook

2829 Woodlane

2871 & 2879 Gardendale

2712 & 2718 Ridgeway.

08 November 2021

Presuming the owner or previous owner(s) all had an approved building permit variance, I am asking for no more than what has been previously granted by city administration.

The last consideration is that the foundation has been set. Relocating the building would be a most inconvenient undertaking and significantly costly. There would be no recovery which means the loss of invested labor and money. The cost incurred is not redeemable by relocating the building.

My apologies for getting the cart before the horse, but this is my sincere effort to follow the building permit process.

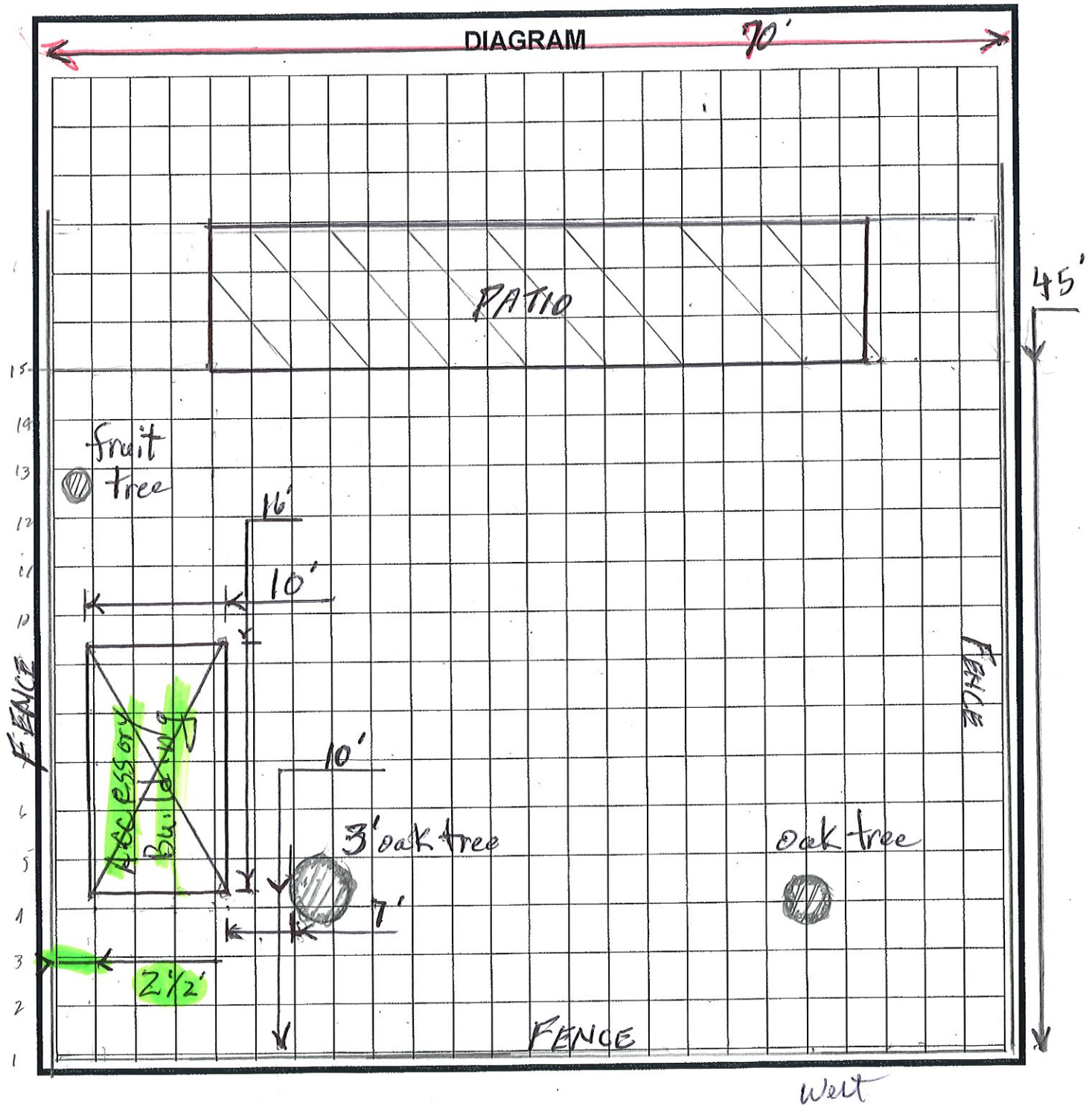
Respectfully,
Charles Pinion.

PS. RESPECTFULLY REQUEST THAT THE VARIANCE BE GRANTED.

2809 West Park Dr.

WEST PARK Drive

East



1/2

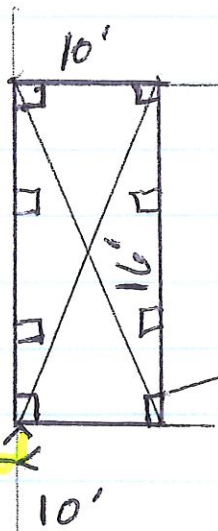
2809 West Park Drive

2x4 stud wall
2x8 outside stringers
2x6 joist
Roof - shingles

hurricane straps on every other stud
bottom plate lag bolted joists
rafter clips on every rafter
wind bracing on every rafter

15'

2 1/2'



foundation
blocks

70

85106088.000 PINION CHARLES G & JANIS H

PIDN: 85106088.000

GISP: 871.02-01-0176.00

Owner Information

Percent of Ownership: 100

Name: PINION CHARLES G & JANIS H

Name 2:

Mailing Address: 2809 WEST PARK DR

GAUTIER MS

39553

Site Address: 2809 WEST PARK DR GAUTIER

Land Information

Section: 02

Acreage: 0.00

Township: 8

Range: 7

Street Name WEST PARK
DR

Value and Tax Information

Total Assessed Value: 4998

Total Appraised Value: 49981

Improvement Value: 46731

Land Value: 3250

Tax Amount: 114

SQ FT: 1152

Year Built: 1970

Legal Description

Description: LOT 88 COLLEGE PARK WEST S/D SEC

13/14-8-7 DB 497-416 (176 Map87

1.02-01)

Deed Book / Page: 497 / 416

85106088.000 PINION CHARLES G & JANIS H

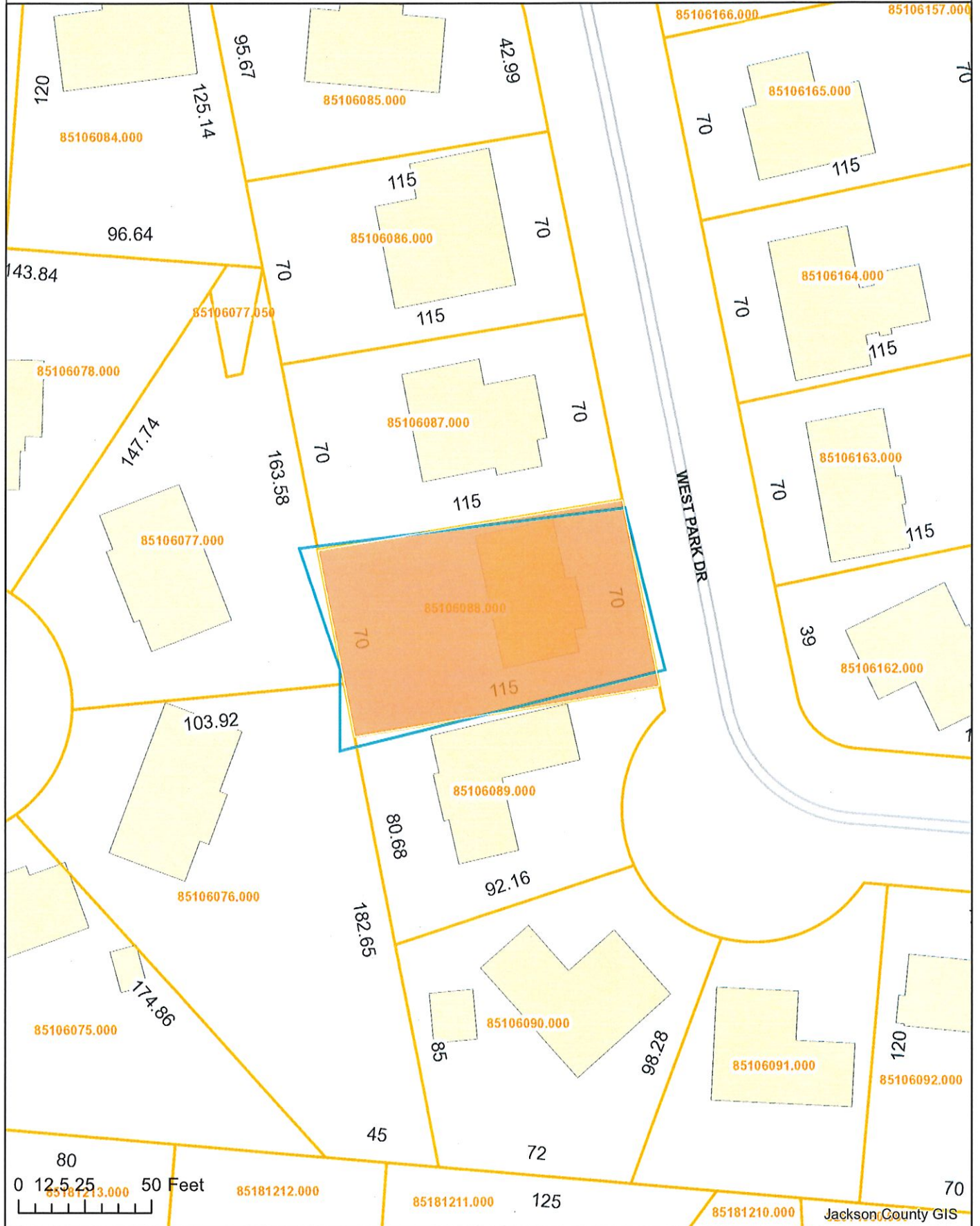


Exhibit A Location Map

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

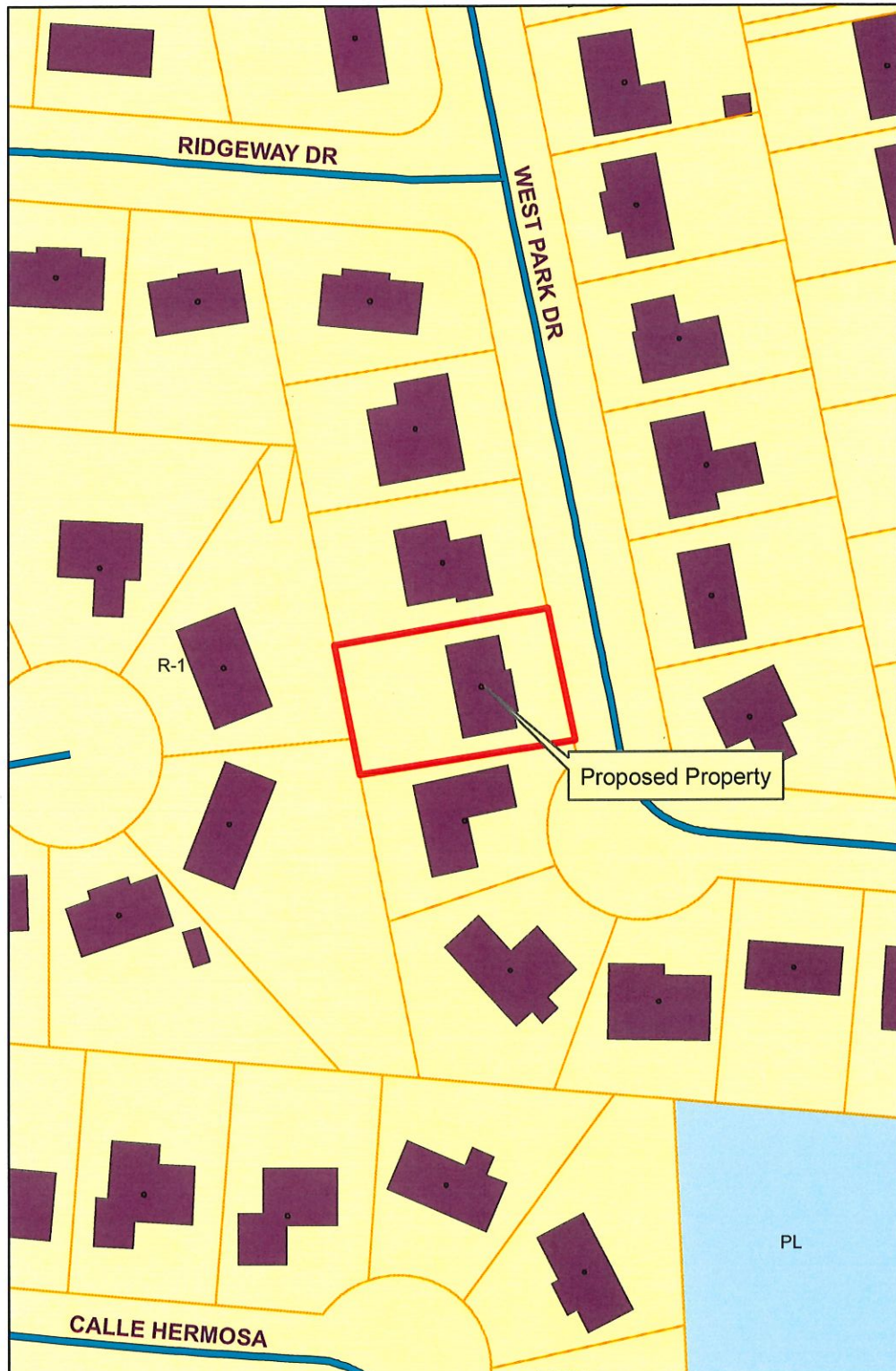


Exhibit C

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

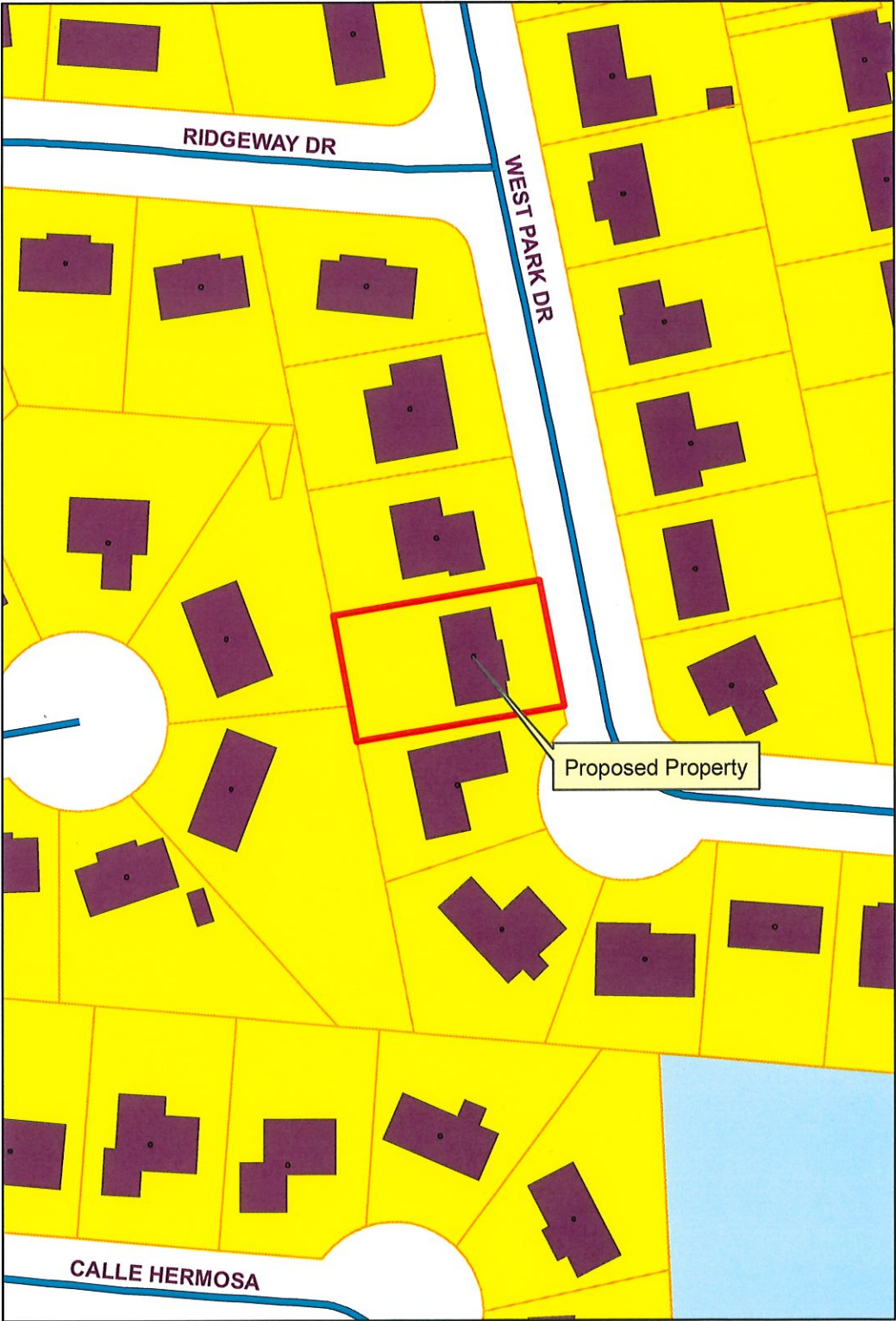


Exhibit D Future Land-Use

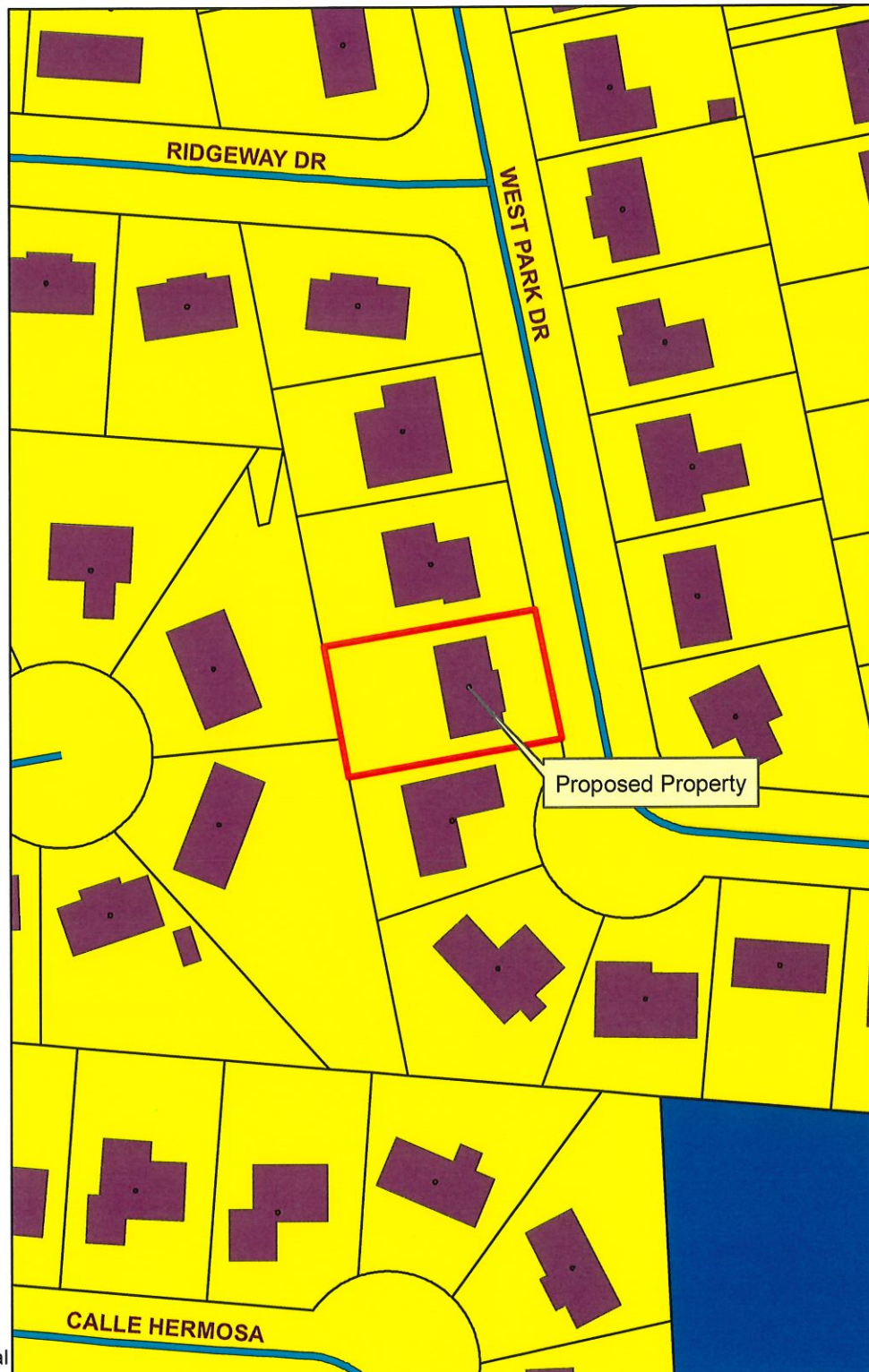
Prepared By:
City of Gautier
Planning Department

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:

December 21, 2021
Consideration of a Special Exception that would allow a workshop on Riverview Drive, in an R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow a workshop across the street from the applicant's house on Riverview Drive, in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE).

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

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. 21-56-SE
RIVERVIEW DRIVE – SPECIAL EXCEPTION FOR A WORKSHOP
IN AN R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 85700042.030**

WHEREAS, an application for a Special Exception Permit to allow a workshop across the street from the applicant's house in an R-1 Low Density Single-Family Residential Zoning District was submitted by Jonathan Hyatt; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a workshop, requires a Special Exception Permit in the R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on Riverview Drive, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its December 2, 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 Jonathan Hyatt on December 2, 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 December 21, 2021.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/15/2021
Subject: Consider a request for a Special Exception that would allow a workshop on the lot across the street from the applicant's house in a R-1 Low Density Single-Family Residential Zoning District. Riverview Drive, PID #85700042.030 (GPC Case No. 21-56-SE)

REQUEST:

The Planning Department has received a request from Jonathan Hyatt for a Special Exception that would allow a workshop on his lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE) The application fee of \$250 was paid on November 3, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: Across the street from 7416 Riverview Drive, PID #85700042.030 (See Exhibit A)
General features of the proposed project: Existing Shed
Site Size: Approximately 0.23 Acres
Potable Water and Wastewater Services: Existing at primary house across the street.
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Existing Land Use (See Exhibit C): Vacant and Very Low to Low Density Residential.
Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential

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: *I would not be able to do simple tasks in my shop such as use a skill saw, grinder, etc. Most homeowners that have workshops have access to power. When I purchased my home, I had no idea the proper permits were not taken care of.*

Staff Finding: *There are other accessory structures in the area located on the lot across the street from the primary structure.*

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: *I am willing to go by any and all ordinances the City requires. This shed has been in this location for several years and is not an issue to any of my neighbors.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *Again, previous homeowner had shed brought in. As the current homeowner I just found out I needed to file for this exception.*

Staff Finding: *Staff does not think the need for the Special Exception is the result of the applicant because the shed was placed on the property prior to the applicant buying the property.*

DETERMINATION OF APPLICABLE LAW:

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

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

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

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

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

A. The property changes ownership

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

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

The UDO defines **Hardship** as:

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

(1) the land in question cannot yield a reasonable return if used only

(a) for a purpose allowed in that zone (applicable to special exceptions), or

(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

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

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

RECOMMENDATION:

The Planning Commission recommends approval of the request based on the hardship of the unique size of the parcel and the lack of other use and that it meets all the relevant criteria of the UDO.

The City Council may:

1. Approve the Special Exception;

2. Approve the Special Exception with changes; or

3. Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 12.2.21 (#21-56-SE)

2. Complete Packet 21-56-SE

Excerpt from December 2, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Jonathan Hyatt for a Special Exception that would allow a workshop on his lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that there are houses on the water and across the street are smaller parcels. When you first turn onto Riverview Drive, the first six lots (there are only eight lots) have homes on them and the parcels across the street from each home is owned by the home owner. Mr. Ankerson said that he assumed that when the area was originally developed by the county there may have been a private road there. Then, the County put in a public road, the parcels were split and the smaller parcels across the road were given different parcel numbers.

Mr. Ankerson further explained that there were other sheds on that side of the street. Mr. Hyatt, the applicant, came to the Planning Department seeking to get power to his shed. When he bought the property, the shed was already there and he did not know the shed was placed there without a permit. From his research, Mr. Ankerson believes the shed was brought in around 2014. There are no permits on file for the shed. Before the Planning Department can issue a permit for power, the applicant needs a Special Exception to have an accessory structure on a lot without a primary structure.

REQUEST:

The Planning Department has received a request from Jonathan Hyatt for a Special Exception that would allow a workshop on his lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE) The application fee of \$250 was paid on November 3, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: Across the street from 7416 Riverview Drive, PID #85700042.030 (See Exhibit A)
2. General features of the proposed project:
 - Existing Shed
 - Site Size: Approximately 0.23 Acres
3. Potable Water and Wastewater Services: Existing at primary house across the street.

4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant and Very Low to Low Density Residential.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential

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: *I would not be able to do simple tasks in my shop such as use a skill saw, grinder, etc. Most homeowners that have workshops have access to power. When I purchased my home, I had no idea the proper permits were not taken care of.*

Staff Finding: *There are other accessory structures in the area located on the lot across the street from the primary structure.*

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: *I am willing to go by any and all ordinances the City requires. This shed has been in this location for several years and is not an issue to any of my neighbors.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: Again, previous homeowner had shed brought in. As the current homeowner I just found out I needed to file for this exception.

Staff Finding: Staff does not think the need for the Special Exception is the result of the applicant because the shed was placed on the property prior to the applicant buying the property.

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

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

Vice Chairman Ward asked the applicant to present his case.

Jonathan Hyatt, the applicant, stated that when he bought the house in August, he was not aware the shed had not been permitted. He wanted to put power to the shed so he could use his power tools and other things over there. He is not able to tie into his meter box because of the road.

Vice Chairman Ward asked if there was power to any of the other sheds.

Mr. Ankerson stated, if he remembered correctly, Joe Franklin, the Building Inspector, said there wasn't any power to the other sheds.

Vice Chairman Ward was a little concerned about setting a precedence for putting accessory structures on lots without primary structures but felt that this situation definitely fit the criteria for a Special Exception.

Mr. Ankerson stated that special circumstances exist in this situation in that these parcels aren't big enough for a primary structure. He also said that in his opinion as the Planning Director he felt this was the perfect example of a hardship.

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

ACTION TAKEN:

Vice Chairman Ward made a motion to recommend that City Council approve the Special Exception based on the hardship of the unique size of the parcel and the lack of other use and that it meets all the relevant criteria of the UDO.

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

AYES: **Chris Hoover**
 Joshua Ward
 William Davis
 Ricky Decoteau

ABSENT: **Kay C. Jamison**
 DeAnna McManus
 Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 2, 2021

GPC #21-56-SE

Jonathan Hyatt

Riverview Drive, PID #85700042.030

VII. NEW BUSINESS

1. Consider a request from Jonathan Hyatt for a Special Exception that would allow a workshop on his lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 17, 2021

Subject: Consider a request for a Special Exception that would allow a workshop on the applicant's lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE)

REQUEST:

The Planning Department has received a request from Jonathan Hyatt for a Special Exception that would allow a workshop on his lot across the street from his house. The existing workshop is located on Riverview Drive in a R-1 Low Density Single-Family Residential Zoning District, PID #85700042.030 (GPC Case No. 21-56-SE) The application fee of \$250 was paid on November 3, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: Across the street from 7416 Riverview Drive, PID #85700042.030 (See Exhibit A)
2. General features of the proposed project:
Existing Shed
Site Size: Approximately 0.23 Acres
3. Potable Water and Wastewater Services: Existing at primary house across the street.
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential

6. Current Surrounding Existing Land Use (See Exhibit C): Vacant and Very Low to Low Density Residential.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential

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: I would not be able to do simple tasks in my shop such as use a skill saw, grinder, etc. Most homeowners that have workshops have access to power. When I purchased my home, I had no idea the proper permits were not taken care of.

Staff Finding: There are other accessory structures in the area located on the lot across the street from the primary structure.

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: I am willing to go by any and all ordinances the City requires. This shed has been in this location for several years and is not an issue to any of my neighbors.

Staff Finding: Staff's opinion is that approval of the request will not negatively affect the neighborhood.

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

Applicant Response: Again, previous homeowner had shed brought in. As the current homeowner I just found out I needed to file for this exception.

Staff Finding: *Staff does not think the need for the Special Exception is the result of the applicant because the shed was placed on the property prior to the applicant buying the property.*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

- (1) the land in question cannot yield a reasonable return if used only
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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

21-56-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: Jonathan Hyatt

Name of Business: at 85700042.030 Riverview Drive

Address: (7416 Riverview St.) Gautier, MS. 39553
Mailing Address (if different): _____

Email Address: hyattjpf@yahoo.com

Phone: 228-623-4590 Cell Phone: _____

Reason for request, location and intended use of Property: Workshop on separate piece of property. (R-1)

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ (1) Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ (2) Legal descriptions and street address.
- ☒ (3) A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- ____ (4) Copy of protective covenants or deed restrictions, if any.
- ____ (5) Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ____ (6) Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ____ (7) Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Jonathan Hyatt

FOR OFFICE USE ONLY

Date Received 11-3-21 Verify as Complete Bals

Fee Amount Received 250.00

Initials of Employee Receiving Application BL

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

- A. I would not be able to do simple tasks in my shop such as use a skill saw, grinder, etc. Most homeowners that have workshops have access to power. When I purchased my home, I had no idea the proper permits were not taken care of.
- B. I am willing to go by any and all ordinances the city requires. This shed has been in this location for several years and is not an issue to any of my neighbors.
- C. Again, previous homeowner had shed brought in. As the current homeowner I just found out I needed to file for this exception.

Untitled Map

Write a description for your map.

Legend

 7416 Riverview Dr

Google Earth

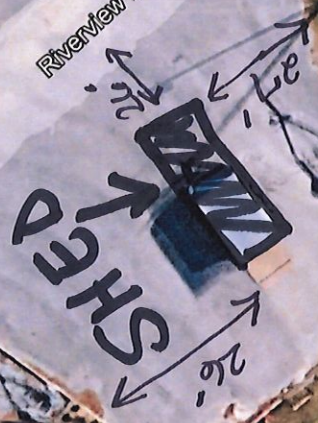
Image Landsat / Copernicus
Image © 2021 TerraMetrics

7416 Riverview Dr

Riverview Dr

Riverview Dr

Riverview Dr



90 ft

85700042.030 LENOIR SCOTT & HARRIETT

PIDN: 85700042.030

GISP: 763.07-02-0014.03

Owner Information

Percent of Ownership: 100

Name: LENOIR SCOTT & HARRIETT

Name 2:

Mailing Address: 7416 RIVERVIEW DR

GAUTIER MS

39553

Site Address: RIVERVIEW DR GAUTIER

Land Information

Section: 07

Acreage: 0.23

Township: 7

Range: 6

Street Name RIVERVIEW
DR

Value and Tax Information

Total Assessed Value: 3952

Total Appraised Value: 39520

Improvement Value: 3860

Land Value: 35660

Tax Amount: 575

SQ FT: 0

Year Built:

Legal Description

Description: COM SE COR LOT 40 SINGING RIVER
GARDENS ANNEX N 149.66' TO POB N
44*W 46.95' N43*E 140.05' TO W/M
RIVERVIEW DR S37*E 78.51' S 43*
W 98.93' S89*W 43.02' TO POB PT
LOT 7 JAMES MARTIN EST DB 1659-7
23 (14.03 MAP763.07-02)

Deed Book / Page: 1659 / 723

This is a detailed plat map of a portion of Section 36, Township 36N, Range 10E. The map shows several land parcels, each labeled with its acreage and owner name. The parcels are outlined in yellow, and the water area is shaded in light blue. A scale bar at the bottom left indicates distances of 0, 12.5, 25, and 50 feet. The map is titled "85700042.030 LENOIR SCOTT & HARRIETT" at the top.

Parcel Data:

Parcel ID	Acreage	Owner
85700040.000	162	LENOIR SCOTT & HARRIETT
85700041.000	50	LENOIR SCOTT & HARRIETT
85700042.000	110	LENOIR SCOTT & HARRIETT
85700042.030	46.9	LENOIR SCOTT & HARRIETT
85700042.040	98.6	LENOIR SCOTT & HARRIETT
85700042.050	98.6	LENOIR SCOTT & HARRIETT
85700043.000	76.8	LENOIR SCOTT & HARRIETT
85700044.000	110	LENOIR SCOTT & HARRIETT
85700044.010	50	LENOIR SCOTT & HARRIETT
85700044.020	24	LENOIR SCOTT & HARRIETT
85700044.030	36	LENOIR SCOTT & HARRIETT
85700044.040	150	LENOIR SCOTT & HARRIETT
85700044.050	173	LENOIR SCOTT & HARRIETT
85700045.000	120	LENOIR SCOTT & HARRIETT
85700046.000	162	LENOIR SCOTT & HARRIETT
85700047.000	122	LENOIR SCOTT & HARRIETT
85700048.000	173	LENOIR SCOTT & HARRIETT
85700049.000	208	LENOIR SCOTT & HARRIETT
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85700097.000	75	LENOIR SCOTT & HARRIETT
85700098.000	75	LENOIR SCOTT & HARRIETT
85700099.000	75	LENOIR SCOTT & HARRIETT
85700100.000	75	LENOIR SCOTT & HARRIETT

Jackson County GIS

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

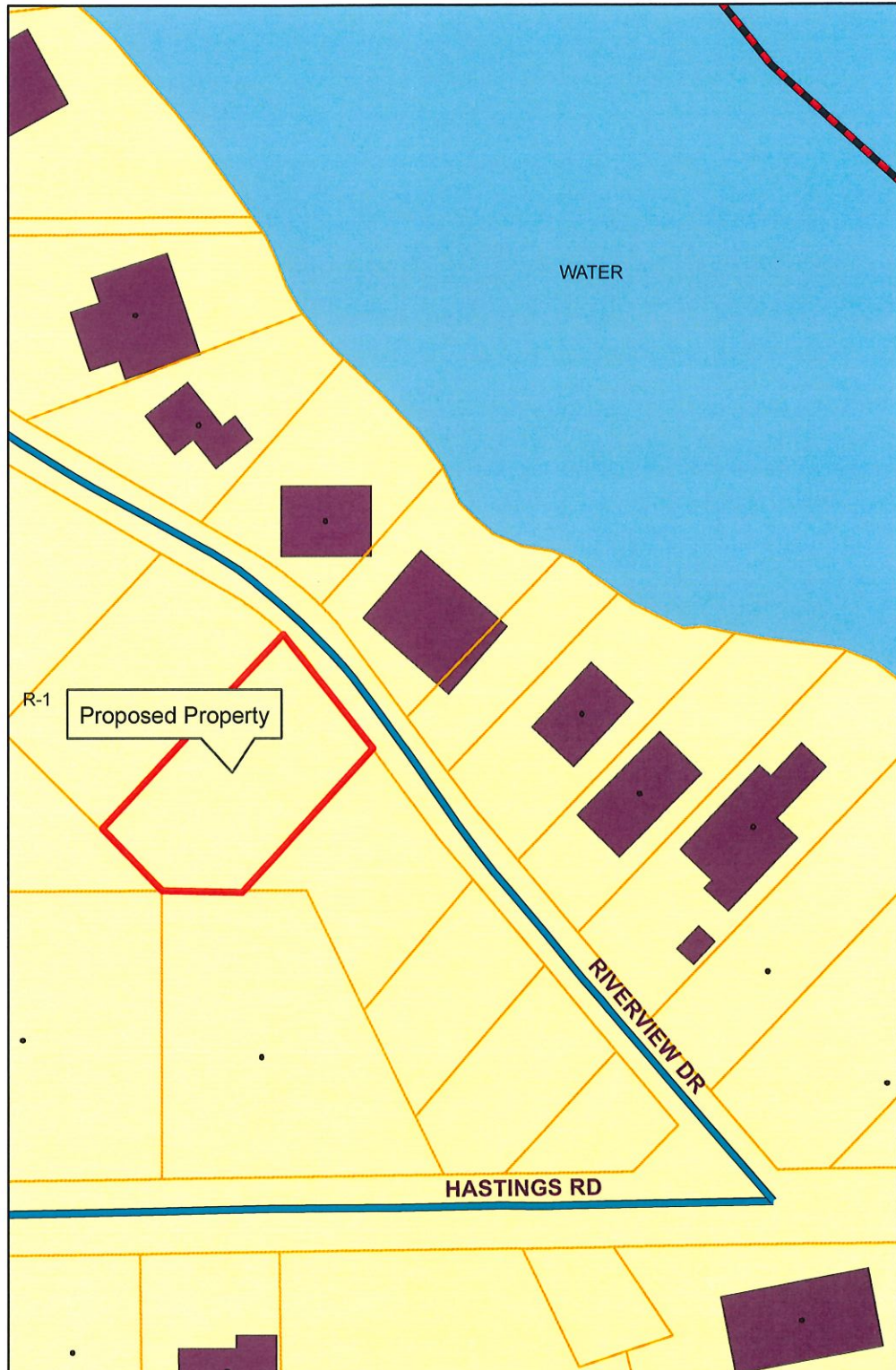


Exhibit C

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

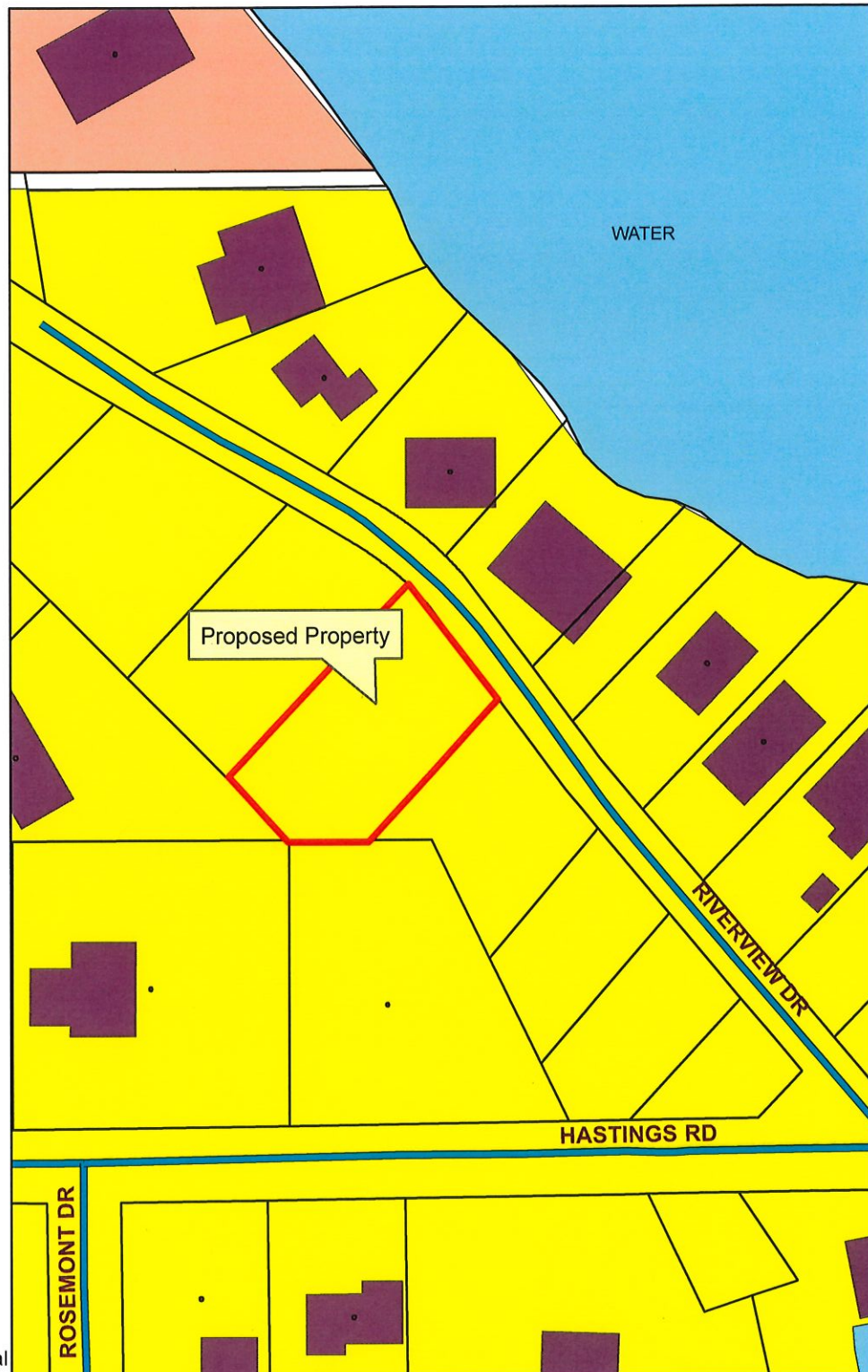
Prepared By:
City of Gautier
Planning Department

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:

**December 21, 2021
Approval of the Paid Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of paid Docket of Claims for the grant anticipation loan for the Singing River Mall Property in the amount of \$3,502,393.42.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

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 Mayor and Members of the Council of Gautier approved the purchase of the Singing River Mall Property and authorized the payment of a grant anticipation loan;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for the grant anticipation loan for the Singing River Mall Property in the amount of \$3,502,393.42 is hereby approved.

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

Motion was made by **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 December 21, 2021.

Docket of Claims
Claims paid from 12/06/2021 thru 12/06/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	COMMUNITY BANK OF MS	220641	12/06/2021	12/06/2021	3	51333	3,502,393.42	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-680-808	LN 80672825 PAYOFF: PRN BAL		12062021	12/06/2021		3,500,000.00	
	309-680-808	LN 80672825 ACCRUED INTEREST		12062021	12/06/2021		2,393.42	
FUND TOTAL 309 Claims	3 to	3 Checks	1 Total	3,502,393.42	Manual	Held	Total	3,502,393.42

SUMMARY OF ALL FUNDS

FUND 309 Claims	3 to	3 Checks	1 Total	3,502,393.42 Manual	Held	Total	3,502,393.42

Total for all Funds		Checks	1 Total	3,502,393.42 Manual	Held	Total	3,502,393.42

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:
Title:

December 21, 2021
Approval of the Docket of Claims

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	☐

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

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 December 21, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	220642	12/21/2021	12/07/2021			2,280.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		JAN 2022 NETWORK SERVICES		4682	11/14/2021			2,280.00
001	SPARKLIGHT	220645	12/21/2021	12/07/2021			84.62	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		DEC 2021: SR BLDG #120793682		11242021	12/01/2021			84.62
001	TEC	220648	12/21/2021	12/07/2021			127.62	
	Account Number 001-092-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY LONG DISTANCE		1036549	12/01/2021			127.62
001	SPARKLIGHT	220649	12/21/2021	12/07/2021			147.06	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		DEC 2021: #107571481		11242021	12/07/2021			147.06
001	CENTERPOINT ENERGY	220650	12/21/2021	12/07/2021			83.16	
	Account Number 001-161-630	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENT FIRE STN:10/26-11/23/21		11000885-1	12/01/2021			41.39
		SOUTH FIRE STN:10/26-11/23/21		11000999-0	12/01/2021			41.77
001	DELTA SANITATION OF MS LLC	220673	12/21/2021	12/09/2021			35.00	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		FRAZIER PORT O LET		0001192651	11/30/2021			35.00
001	LOWES HOME CENTERS INC	220675	12/21/2021	12/09/2021			1,766.30	
	Account Number 001-205-560	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	MATERIAL BREAKER BOX:CITY HALL		902320	10/26/2021			146.57
	001-205-560	WASP/BEE SPRAY(4);HND SANTIZER		901333	10/28/2021			21.28
	001-205-559	ELECTRICAL MATERIAL: CITY HALL		902696	10/28/2021			92.13
	001-170-559	BREAKER BX ENCLOSURE:CITY HALL		901531	10/29/2021			5.75
	001-205-559	ANT POISON(4);GRDN HOSE MENDER		902315	11/01/2021			52.44
	001-170-559	PADLOCK BREAKER BOX: CITY HALL		901343	11/01/2021			20.89
	001-205-560	TOOL SET		902490	11/02/2021			56.99
	001-170-559	SWITCH: CLOCKTOWER LIGHTS		901562	11/02/2021			12.34
	001-170-559	PRESSURE WASHER WAND		902606	11/02/2021			142.49
	001-170-559	PLIERS SET		901862	11/03/2021			28.49
	001-205-559	ADHESIVE CITY HALL SIGN (2)		902906	11/04/2021			5.66
	001-170-559	PRESSURE WASHER HEAD		902038	11/04/2021			66.49
	001-170-513	CHRISTMAS MATERIALS		919048	11/04/2021			77.78
	001-161-635	PAINT SUPPLIES BAY/DOORS		910958	11/08/2021			65.60
	001-092-635	PAINT SUPPLIES: CITY HALL		902802	11/09/2021			87.93
	001-205-559	PAINT BRUSH: CITY HALL		902058	11/10/2021			16.61
	001-161-559	WATER 32/CT (10)		902461	11/12/2021			44.40
	001-001-615	MATERIALS: CHRISTMAS FLOAT		902981	11/15/2021			78.61
	001-161-510	MOP BUCKET		902951	11/15/2021			48.44
	001-161-635	PAINTING SUPPLIES DOORS		909625	11/15/2021			43.63
	001-092-635	SIMPLE GREEN(2): CITY HALL		901024	11/15/2021			20.86
	001-001-615	MATERIALS CHRISTMAS FLOAT		902141	11/16/2021			84.93
	001-205-559	FASTNERS SANTA CHAIR		910506	11/17/2021			12.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	220675	12/21/2021	12/09/2021			1,766.30	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	PAINT SUPPLIES TRIM/DOORS		910603	11/17/2021			58.83
	001-161-510	MOP HEAD		902773	11/18/2021			11.39
	001-170-513	CHRISTMAS TREE		909923	11/18/2021			106.68
	001-161-510	CAR WASH LIQUID(2); MOP HEAD		902926	11/22/2021			20.85
	001-170-513	MATERIAL CHRISTMAS EVENT		902962	11/22/2021			204.49
	001-170-513	CHRISTMAS WREATH (3)		901256	11/23/2021			28.44
	001-170-513	TIE DOWNS: CHRISTMAS LIGHTS		901152	11/23/2021			28.68
	001-205-559	KEROSENE (2)		901258	11/23/2021			49.36
	001-161-559	FAUCET HANDLE; LRG WASHER PACK		902318	11/24/2021			24.95
001	AIRGAS USA LLC	220679	12/21/2021	12/10/2021			228.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9984492497	11/30/2021			228.64
001	O'REILLY AUTO PARTS	220680	12/21/2021	12/10/2021			610.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	RADIATOR CAP(2):U #66/24		1978228249	11/02/2021			12.52
	001-170-638	BRAKE PAD SPREADER		1978223321	11/03/2021			43.99
	001-170-639	RTV SILICONE;WEATHER STRP(2)		1978228898	11/08/2021			39.97
	001-100-570	PURGE SOLENOID; PUMP: U #24		1978229007	11/09/2021			85.70
	001-161-638	SPRINGS; DOOR ROD CLIPS(2):E2		1978229082	11/10/2021			14.43
	001-100-638	QUART GEAR OIL: U #33		1978229111	11/10/2021			14.99
	001-100-570	CAPSULE LIGHT : U #66		1978229591	11/14/2021			7.31
	001-161-638	ANTIFRZ;TRANS FLD: FD COMMAND		1978229644	11/15/2021			27.98
	001-161-638	WASHER FLUID: FD COMMAND		1978229644	11/15/2021			3.36
	001-100-570	OIL FLTR(2): PD UNITS		1978229738	11/16/2021			6.56
	001-170-638	BATTERY		1978229849	11/16/2021			189.10
	001-100-570	OIL DRAIN PLUG(2): ACO TRUCK		1978229892	11/17/2021			7.64
	001-205-559	POWER INVERTER: MAINT SHOP		1978230029	11/18/2021			32.99
	001-100-570	CAPSULE LIGHT: U #49		1978230204	11/19/2021			7.31
	001-100-570	THERMOSTAT; OUTLET SEAL		1978230450	11/22/2021			10.72
	001-100-570	ANTIFRZ; SAND PAPER(2):ACO TRK		1978230450	11/22/2021			23.17
	001-100-638	ANTIFREEZE(2): U #49		1978230597	11/23/2021			41.98
	001-100-570	PULLER KIT : U #62		1978230621	11/23/2021			22.99
	001-100-570	CAPSULE LIGHT: U #59		1978230629	11/23/2021			17.65
001	SPARKLIGHT	220681	12/21/2021	12/10/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2021: #107718371		12012021	12/08/2021			213.68
001	SPARKLIGHT	220682	12/21/2021	12/10/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC CABLE BOX: #118476316		12012021	12/08/2021			71.37
001	GOVERNMENT BRANDS SHARED SERVICES	220683	12/21/2021	12/10/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	DEC 2021 COURT SUPPORT		#INV217735	12/01/2021			1,495.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	220684	12/21/2021	12/10/2021			103.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2021 SUBSTN: #107718827		12012021	12/08/2021			103.13
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	220685	12/21/2021	12/10/2021			222.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET TL5 DIGITAL SERV		3133521440	12/01/2021			222.45
001	AUTO TRUCK AND TRAILER PARTS INC	220686	12/21/2021	12/13/2021			4,906.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	ALLEN SET ; TORK SET		293178	11/02/2021			25.94
	001-100-570	BATTERY: KILLINGSWORTH F150		293286	11/02/2021			199.00
	001-100-570	BRAKE PADS: U #34		293294	11/03/2021			56.48
	001-161-638	OIL; FUEL; AIR FLTR:COMMAND 33		293306	11/03/2021			246.47
	001-170-638	HYD OIL(2): BACKHOE		293307	11/03/2021			79.90
	001-100-570	BRAKE LIGHT SWITCH: U #24		293308	11/03/2021			30.62
	001-100-570	ENGINE MOUNTS(2): U #66		293346	11/04/2021			117.00
	001-090-638	CABLE ENDS KIT: CODE ENF F150		293347	11/04/2021			7.50
	001-090-638	BELT;PULLEYS(4): CODE ENF F150		293309	11/04/2021			124.58
	001-090-638	TAIL LIGHT: CODE ENF F150		293275	11/04/2021			49.15
	001-161-638	PRESSURE SWITCH: E5		293414	11/08/2021			12.35
	001-161-638	AIR LINE TEE/FITTINGS: E5		293420	11/08/2021			20.52
	001-161-638	DASH AIR VALVE: E5		293472	11/10/2021			59.50
	001-170-638	ANTIFREEZE(3); OIL		293509	11/12/2021			53.90
	001-161-638	WINDOW HANDLES: FIRE ENGINES		293524	11/12/2021			108.00
	001-100-570	BATTERY: SELOVER F150		293551	11/15/2021			199.00
	001-100-570	BATTERY: BEVER EXPLORER		293550	11/15/2021			136.00
	001-100-570	BATTERY: U #11		293553	11/15/2021			136.00
	001-100-570	BATTERY: U #24		293552	11/15/2021			164.00
	001-100-570	CONTROL ARMS(2): U #46		293547	11/15/2021			172.66
	001-100-570	CONTROL ARMS(2): U #46		293545	11/15/2021			172.66
	001-100-570	CONTROL ARMS(2): POLICE UNITS		293548	11/15/2021			172.66
	001-100-570	CONTROL ARMS(2): POLICE UNITS		293546	11/15/2021			172.66
	001-100-570	OBD CABLE : POLICE UNITS		293555	11/15/2021			59.50
	001-100-570	ROTORS(2): U #46		293573	11/15/2021			159.28
	001-100-570	BRAKE PADS(2): U #46		293572	11/15/2021			96.69
	001-161-638	SOCKET ADAPTER: E5		293574	11/15/2021			31.45
	001-161-638	BRK SHOE KITS(2);BRK DRUMS:E5		293439	11/15/2021			650.00
	001-205-638	AC VALVE: CODE ENF JEEP		293543	11/15/2021			32.00
	001-100-570	WIPER BLADES(2): U #46		293600	11/16/2021			15.00
	001-100-570	OIL FILTERS(12): POLICE UNITS		293601	11/16/2021			24.00
	001-100-570	WIPER BLADES(20): POLICE UNITS		293607	11/17/2021			150.00
	001-100-570	TIRE TOOL KIT: U #32		293618	11/17/2021			47.57
	001-201-565	PLASTIC WHEELS(2): SCHOOL SIGN		293665	11/19/2021			15.96
	001-100-570	EGR VALVE: ACO TRUCK		293687	11/22/2021			171.32
	001-205-559	AIR GAUGE: AIR HOSE @CITY HALL		293689	11/22/2021			48.70
	001-100-570	MIRROR: HWR TRUCK		293705	11/22/2021			9.85
	001-100-570	RADIATOR: U #49		293710	11/22/2021			141.00
	001-100-570	MIRROR: HWR TRUCK		293711	11/23/2021			9.85
	001-161-638	SHIFTER VALVE: E5		293772	11/30/2021			410.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	220686	12/21/2021	12/13/2021			4,906.72	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	BATTERY: 2005 FREESTAR		293795	11/30/2021			136.00
	001-161-638	PTO SHIFTER KIT: E5		293796	11/30/2021			82.00
	001-170-638	BATTERY: BACKHOE		293797	11/30/2021			100.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	220687	12/21/2021	12/13/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2021 ACCT 6006920		202111-1	12/01/2021			250.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	220690	12/21/2021	12/13/2021			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	OCT 2021 CLUB SUPPORT		10312021	12/07/2021			833.33
	001-170-642	NOV 2021 CLUB SUPPORT		11302021	12/07/2021			833.33
001	DANIEL SELOVER	220691	12/21/2021	12/13/2021			276.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: MS ASSC CHIEFS		01092022	11/29/2021			276.00
001	TEAM ONE COMMUNICATIONS INC	220692	12/21/2021	12/13/2021			95.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	SERV CALL: POLICE CONSOLE		9080162301	12/01/2021			95.00
001	JARRETT TYLER COX	220693	12/21/2021	12/13/2021			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: CASE 208139		12062021	12/06/2021			200.00
001	MS RECREATION & PARK ASSOCIATION	220694	12/21/2021	12/13/2021			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-682	AGENCY RENEWAL		12312021	12/31/2021			225.00
001	WAGGONER ENGINEERING INC	220695	12/21/2021	12/13/2021			44,326.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	OVERPASS STUDY		38299	07/13/2021			20,221.79
	001-201-698	OVERPASS STUDY		38313	08/05/2021			9,407.10
	001-201-698	OVERPASS STUDY		38546	10/07/2021			9,325.64
	001-201-698	OVERPASS STUDY		38758	11/15/2021			5,371.47
001	C SPIRE WIRELESS	220701	12/21/2021	12/13/2021			1,180.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	11/30/2021			47.37
	001-040-605	ADMIN CELL PHONES		0030759348	11/30/2021			129.07
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	11/30/2021			251.16
	001-090-698	IPAD SERVICE (3)		0030759348	11/30/2021			102.99
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	11/30/2021			94.74
	001-161-605	FIRE DEPT CELL PHONES		0030759348	11/30/2021			142.11
	001-170-605	RECREATION CELL PHONES		0030759348	11/30/2021			216.25
	001-205-605	MAINT CELL PHONES		0030759348	11/30/2021			149.38
	001-001-605	COUNCIL PHONE		0030759348	11/30/2021			47.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC	220704	12/21/2021	12/13/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2021-SHREDDING SERVICE		81548	12/01/2021			105.00
001	JACKSON COUNTY ADULT DETENTION CENTER	220705	12/21/2021	12/13/2021			9,135.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	NOV 2021 ADC CHGS		11302021	12/06/2021			9,135.00
001	POWELL CONSTRUCTION SERVICES INC	220706	12/21/2021	12/13/2021			4,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	LABOR: REPR 59 ASSESS 19		3278	12/08/2021			2,600.00
	001-201-637	EQUIPMENT CHGS		3278	12/08/2021			1,600.00
001	PYRO SHOWS INC	220708	12/21/2021	12/13/2021			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	CHRISTMAS FIREWORKS FINAL		16755	12/06/2021			5,000.00
001	CREDIT CARD CENTER	220709	12/21/2021	12/13/2021			1,733.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	HOTEL-SM TW CONF:VAUGHAN,C		10272021	10/29/2021			129.00
	001-001-681	HOTEL-SM TW CONF:GOLLOTT,G		10272021	10/29/2021			129.00
	001-001-681	HOTEL-SM TW CONF:ANDERSON,R		10272021	10/29/2021			129.00
	001-094-681	HOTEL-FEMA TRNG:STENNETT,A		11062021	11/08/2021			333.68
	001-094-612	HOTEL-FEMA TRNG:STENNETT,A		11062021	11/08/2021			1,001.07
	001-092-698	FINANCE CHG CK LOST IN MAIL		11292021	11/29/2021			11.54
001	DEPT PUBLIC SAFETY	220710	12/21/2021	12/14/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90112497	12/03/2021			120.00
001	SBM REPORTING LLC	220711	12/21/2021	12/14/2021			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	12/2/2021 PLANNING MTG		MB1322	12/10/2021			175.00
001	PASCAGOULA TIRE & SERVICE INC	220713	12/21/2021	12/14/2021			235.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WHEEL ALIGNMENT (4)		100913	11/09/2021			69.99
	001-100-638	WHEEL BALANCE WEIGHTS (6)		100913	11/09/2021			18.00
	001-100-638	WHEEL BALANCE LABOR(6)		100913	11/09/2021			51.00
	001-100-638	VALVE STEM (6)		100913	11/09/2021			9.00
	001-100-638	TIRE DISPOSAL FEE (6)		100913	11/09/2021			18.00
	001-100-638	WHEEL ALIGNMENT (4)		101049	11/16/2021			69.99
001	FUELMAN	220714	12/21/2021	12/14/2021			3,228.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61213741	12/06/2021			39.09
	001-100-525	UNL&DSL FUEL		NP61213741	12/06/2021			2,504.98
	001-161-525	UNL&DSL FUEL		NP61213741	12/06/2021			552.16
	001-170-525	UNL FUEL		NP61213741	12/06/2021			131.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION NO 2	220717	12/21/2021	12/14/2021			346.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	4100601731	11/03/2021			86.67	
	001-205-535	MAINTENANCE	4101261744	11/10/2021			86.67	
	001-205-535	MAINTENANCE	4101976482	11/17/2021			86.67	
	001-205-535	MAINTENANCE	4102792505	11/24/2021			86.67	
001	FUELMAN	220718	12/21/2021	12/14/2021			3,421.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP61250794	12/13/2021			161.42	
	001-100-525	UNL&DSL FUEL	NP61250794	12/13/2021			2,436.44	
	001-161-525	UNL&DSL FUEL	NP61250794	12/13/2021			464.46	
	001-170-525	UNL FUEL	NP61250794	12/13/2021			257.05	
	001-205-525	UNL&DSL FUEL	NP61250794	12/13/2021			102.04	
001	OCCUPATIONAL HEALTH CENTER INC	220719	12/21/2021	12/14/2021			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP DRG SCRIN: GRECO,B	257523	11/03/2021			35.00	
	001-022-604	PRE-EMP PHYSICAL: GRECO,B	257523	11/03/2021			75.00	
001	CARDMEMBER SERVICES	220722	12/21/2021	12/14/2021			2,903.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-615	THROWS:CHRISTMAS,MARDI GRAS	11022021	11/03/2021			1,300.81	
	001-092-639	65W LED FLOOD LIGHT(5)VTT	11082021	11/06/2021			337.45	
	001-001-615	THROWS:CHRISTMAS	11112021	11/12/2021			39.98	
	001-001-615	SUPPLIES:CHRISTMAS FLOAT	11142021	11/15/2021			115.68	
	001-170-513	SUPPLIES:CHRISTMAS EVENT	11172021	11/18/2021			202.78	
	001-170-513	SUPPLIES:CHRISTMAS EVENT	11232021	11/24/2021			57.42	
	001-170-513	SUPPLIES:CHRISTMAS	11242021	11/26/2021			557.14	
	001-090-682	ASFFPM DUES:ALEXANDER	11302021	12/01/2021			165.00	
	001-090-682	ASFFPM DUES:ANKERSON	11302021	12/01/2021			165.00	
	001-001-615	RETURN:CHRISTMAS THROWS	11042021	11/05/2021			-15.00	
	001-001-615	RETURN:CHRISTMAS FLOAT	11202021	11/22/2021			-22.62	
001	M & E FEED & SEED	220725	12/21/2021	12/15/2021			215.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD	5561	10/26/2021			43.99	
	001-100-514	DOG FOOD	5565	11/10/2021			57.99	
	001-100-514	DOG FOOD	5570	11/30/2021			55.99	
	001-100-514	DOG FOOD	5571	12/09/2021			57.99	
001	REYNOLDS WHOLESALE CO	220726	12/21/2021	12/15/2021			1,222.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	240CT CHEW CANDY (22)	70700	12/03/2021	220257		99.00	
	001-170-513	54X108 PLASTIC TABLE COVER(8)	70700	12/03/2021	220257		15.92	
	001-092-510	MEDIUM ORANGE MOP HEAD(4)	70805	12/14/2021	220303		23.80	
	001-092-510	24OZ COTTON MOP HEAD(4)	70805	12/14/2021	220303		23.60	
	001-092-510	QUICK CHANGE MOP HANDLE(2)	70805	12/14/2021	220303		15.90	
	001-092-510	24"X5" BLUE DUST MOP HEAD(3)	70805	12/14/2021	220303		41.85	
	001-092-510	48"X5" DUST MOP HEAD	70805	12/14/2021	220303		18.25	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	220726	12/21/2021	12/15/2021			1,222.66	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	NABC CLEANER 4 GALS/CASE	70805	12/14/2021	220303		46.00	
	001-092-510	PINE SOL 3-144OZ/CASE	70805	12/14/2021	220303		35.85	
	001-092-510	VB PAPER TOWELS 30RLS/CASE (4)	70805	12/14/2021	220303		111.60	
	001-092-510	MF BROWN TOWELS CS (5)	70805	12/14/2021	220303		99.75	
	001-092-510	#25 CLEANING RAGS CASE	70805	12/14/2021	220303		39.75	
	001-092-510	PURELL HAND SANITIZER 12CT/120	70805	12/14/2021	220303		71.40	
	001-092-510	PF LATEX GLOVES 10BX/100CT LAR	70805	12/14/2021	220303		109.50	
	001-092-510	URINAL MATS 6/CASE	70805	12/14/2021	220303		59.50	
	001-092-510	LYSOL SPRAY (2)	70805	12/14/2021	220303		167.76	
	001-092-510	ODO-BAN 4 GALS	70805	12/14/2021	220303		51.96	
	001-092-510	DIAL ANTIBAC SOAP 12/7OZ	70805	12/14/2021	220303		33.60	
	001-092-510	WINDEX 32OZ SPRAY(4)	70805	12/14/2021	220303		19.17	
	001-092-510	30"X36" CAN LINERS 200CT (2)	70805	12/14/2021	220303		72.60	
	001-092-510	24"X33" CAN LINERS 500CT (2)	70805	12/14/2021	220303		65.90	
001	HATTIESBURG COMPUTER SUPPLIES INC	220727	12/21/2021	12/15/2021			158.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	BLANK 1099 LASER FORM (200)	9422	12/10/2021	220210		65.00	
	001-040-500	LASER W2 (300)	9422	12/10/2021	220210		84.00	
	001-040-500	SHIPPING	9422	12/10/2021	220210		9.98	
001	KUSTOM SIGNALS INC	220728	12/21/2021	12/15/2021			8,052.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	RAPTOR DUAL KA-BAND ANTENNA(4)	589685	12/03/2021	220207		7,900.00	
	001-100-799	SHIPPING AND HANDLING (4)	589685	12/03/2021	220207		152.00	
001	PASCAGOULA TIRE & SERVICE INC	220733	12/21/2021	12/15/2021			317.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	FS ALL SEASON(4):05 FREESTAR	101269	11/30/2021	220232		233.68	
	001-205-638	TIRE INSTALL 99500-1 (4)	101269	11/30/2021	220232		20.00	
	001-205-638	WHEEL BALANCE WEIGHTS 18708(4)	101269	11/30/2021	220232		12.00	
	001-205-638	WHEEL BALANCE LABOR 7018718(4)	101269	11/30/2021	220232		34.00	
	001-205-638	VALVE STEM 15040 (4)	101269	11/30/2021	220232		6.00	
	001-205-638	TIRE DISPOSAL FEE 47767 (4)	101269	11/30/2021	220232		12.00	
001	SECURE NETWORKS LLC	220737	12/21/2021	12/15/2021			1,239.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-704	DELL OPTIPLEX 3080 SFF	4698	12/13/2021	220198		949.00	
	001-170-704	MS OFFICE PROFESSIONAL 2019	4698	12/13/2021	220198		265.00	
	001-170-704	SHIPPING	4698	12/13/2021	220198		25.00	
001	CUPIT SIGNS OF MISSISSIPPI INC	220740	12/21/2021	12/15/2021			189.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	4'X8' BANNER: BACOT CONCEPT	33885A	12/03/2021	220223		189.99	
001	STUART C IRBY CO	220741	12/21/2021	12/15/2021			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	BUSS BAF5 BUSS MIDGET FUSE/100	S012705611	12/01/2021	220137		500.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAFIX SHOPPE	220743	12/21/2021	12/15/2021			124.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	STEALTH FENDER GRAPHIC		142307	12/06/2021	220224		100.00
	001-100-638	SHIPPING: U #10636		142307	12/06/2021	220224		24.04
001	ADORAMA INC	220745	12/21/2021	12/15/2021			29.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-702	20' HDMI TO MICROHDMI CABLE		30163302	12/01/2021	220209		29.99
001	FOUR SEASONS PRODUCE INC	220746	12/21/2021	12/15/2021			315.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	BALES OF HAY (60)		21-16911	12/01/2021	220218		315.00
001	STERLING PETROLEUM PRODUCTS INC	220748	12/21/2021	12/15/2021			526.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SERVICE PRO 15/40 (55)		92093	11/02/2021	220058		521.95
	001-161-638	LUBE TAX		92093	11/02/2021	220058		4.40
001	HUTTO AFFORDABLE AUTO GLASS	220749	12/21/2021	12/15/2021			40.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR WINDSHIELD: U #19688		963872	12/09/2021	220142		40.00
001	OCCUPATIONAL HEALTH CENTER INC	220750	12/21/2021	12/15/2021			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYS: STRINGFIELD		260152	12/03/2021	220181		75.00
	001-022-604	PRE-EMP DRG SCRN: STRINGFIELD		260152	12/03/2021	220181		35.00
	001-022-604	PRE-EMP PHYS: GONZALEZ, TERRI		260152	12/03/2021	220182		75.00
	001-022-604	PRE-EMP DRG SCRN: GONZALEZ		260152	12/03/2021	220182		35.00
	001-100-604	PRE-EMP PHYS: WILLIAMSON, BYRON		260152	12/03/2021	220228		75.00
	001-100-604	PRE-EMP DRG SCRN: WILLIAMSON		260152	12/03/2021	220228		35.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	220763	12/21/2021	12/16/2021			227.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/MEDS: HANK		232700	12/13/2021			227.70
FUND TOTAL	1 Claims	to	Checks	51 Total	104,797.63 Manual		Held	Total 104,797.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	CARDMEMBER SERVICES	220723	12/21/2021	12/14/2021			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	ONEAPPWAY SETUP/NOV 2021		11022021	11/03/2021			575.00
	003-450-704	ONEAPPWAY DEC 2021		12022021	12/03/2021			75.00
003	B&H PHOTO-VIDEO	220744	12/21/2021	12/15/2021			4,640.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	CANON EOS 5D MARK IV CAMERA		195877003	11/24/2021	220216		3,599.00
	003-450-704	SANDISK EXTREME 128GB CARD(2)		195877003	11/24/2021	220216		61.98
	003-450-704	RODE VIDEOMIC PRO W/RYCOTE		195877003	11/24/2021	220216		149.00
	003-450-704	B+W XS PRO/77MM UVA FILTER		195877003	11/24/2021	220216		72.95
	003-450-704	GODOX V860II CANON KIT/REG		195877003	11/24/2021	220216		161.00
	003-450-704	MANFROTTO BFRE ADVNC TRVL TRPD		195877003	11/24/2021	220216		329.88
	003-450-704	RODE DEAD CAT WIND MUFF		195877003	11/24/2021	220216		39.00
	003-450-704	SANDISK 128GB EXTRM PRO CMPCRD		195877003	11/24/2021	220216		98.99
	003-450-704	RUGGARD OUTRIGGER DSLR BACKPK		195895425	11/25/2021	220216		49.95
	003-450-704	CANON LP-E6NH LI-ION BATTERY		195895425	11/25/2021	220216		79.00
FUND TOTAL	3 Claims	to	Checks	2 Total	5,290.75	Manual	Held	Total 5,290.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	220751	12/21/2021	12/15/2021			7,922.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	PB400 PUSH BUMPER	A53322	12/02/2021	211083		295.00	
	156-100-799	G J CENTER CONSOLE	A53322	12/02/2021	211083		395.00	
	156-100-799	TAG BRACKET	A53322	12/02/2021	211083		23.00	
	156-100-799	4" 8-LED STUD MOUNT BLUE (6)	A53322	12/02/2021	211083		659.94	
	156-100-799	400 SERIES SIREN CONTROL	A53322	12/02/2021	211083		365.00	
	156-100-799	200 J SPEAKER	A53322	12/02/2021	211083		175.00	
	156-100-799	INFUSE LIGHT BAR	A53322	12/02/2021	211083		1,550.00	
	156-100-799	PK 1133ITU CAGE	A53322	12/02/2021	211083		717.00	
	156-100-799	PK0123TU122ND CARGO BARRIER	A53322	12/02/2021	211083		478.00	
	156-100-799	SHIPPING AND HANDLING CHARGES	A53322	12/02/2021	211083		250.00	
	156-100-799	EXTERIOR LIGHTBAR LABOR	A54361	12/03/2021	220220		150.00	
	156-100-799	DL LIGHTBAR: LABOR	A54361	12/03/2021	220220		300.00	
	156-100-799	4" LED: LABOR	A54361	12/03/2021	220220		600.00	
	156-100-799	SIREN/SIREN CONTROL: LABOR	A54361	12/03/2021	220220		150.00	
	156-100-799	REWIRE ALL ADD ON COMPONENTS	A54361	12/03/2021	220220		400.00	
	156-100-799	WIRE, FUSE HOLDER: SHOP SPLS	A54361	12/03/2021	220220		400.00	
	156-100-799	4" STUD MNT SAE LED BLUE (2)	A54486	12/14/2021	220141		230.00	
	156-100-799	4" SCREW MNT SAE 6 LED BLUE(2)	A54486	12/14/2021	220141		230.00	
	156-100-799	4" QUICK MNT SAE LED BLUE (2)	A54486	12/14/2021	220141		230.00	
	156-100-799	VISOR LIGHT BRACKET KIT	A54486	12/14/2021	220141		250.00	
	156-100-799	PMP SINGLE SHROUDS (2)	A54486	12/14/2021	220141		50.00	
	156-100-799	SHIPPING: U #19591	A54486	12/14/2021	220141		25.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	7,922.94 Manual	Held	Total	7,922.94	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	220676	12/21/2021	12/09/2021			333.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-586	FLOOD LIGHTS(2); BLADE SET	909316	11/01/2021			49.35	
	176-170-586	MARSH WALK REPAIRS	901503	11/02/2021			16.98	
	176-170-586	PAINT SIGN AT SHEPARD CABIN	902492	11/02/2021			14.67	
	176-170-559	HEATER FOR SHEPARD CABIN	902036	11/04/2021			95.00	
	176-170-586	RIVER PEBBLES (15)	902585	11/08/2021			60.90	
	176-170-586	RIVER PEBBLES (10)	919776	11/09/2021			40.60	
	176-170-586	LIGHT BULBS (6)	902032	11/10/2021			32.39	
	176-170-510	CLR SHOWERS AT SHEPARD	902545	11/17/2021			23.74	
176	BAY ICE COMPANY INC	220698	12/21/2021	12/13/2021			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	MTHLY BOX RENTAL (NOV)	652487	11/30/2021			50.00	
176	C SPIRE WIRELESS	220702	12/21/2021	12/13/2021			51.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE	0030759348	11/30/2021			51.64	
176	FUELMAN	220715	12/21/2021	12/14/2021			40.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP61213741	12/06/2021			40.63	
176	FUELMAN	220720	12/21/2021	12/14/2021			114.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP61250794	12/13/2021			114.32	
176	STAPLES BUSINESS ADVANTAGE DEPT	ATL 220738	12/21/2021	12/15/2021			108.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-500	MID-BACK TASK CHAIR	3493300934	11/23/2021	220200		108.79	
176	AD2 INC	220764	12/21/2021	12/16/2021			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE DEC 2021	3824	12/15/2021			36.50	
	176-170-699	SHOPPING CART	3824	12/15/2021			268.50	
	176-170-699	WEB SITE MAINT 11/15-12/14/21	3824	12/15/2021			350.00	
176	A 1 TERMITE AND PEST CONTROL	220765	12/21/2021	12/16/2021			180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	CONTRACT RENEWAL: BATHHOUSE	22361	12/07/2021			180.00	
FUND TOTAL 176 Claims to		Checks	8 Total	1,534.01	Manual	Held	Total	1,534.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MORAN HAULING INC	220703	12/21/2021	12/13/2021			166,216.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-750	CONSTRUCTION 63.67%		5	12/10/2021			166,216.42
303	MICHAEL BAKER INTERNATIONAL	220766	12/21/2021	12/16/2021			6,741.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-763	CONST PH SERVICES		1134873	12/14/2021			6,741.86
FUND TOTAL 303 Claims	to	Checks	2 Total	172,958.28	Manual	Held	Total	172,958.28

Docket of Claims
Release date from 12/21/2021 thru 12/21/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	AIM CONSTRUCTION COMPANY INC	220739	12/21/2021	12/15/2021			4,911.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-300-701	FABRICATE MANIFOLD: SPLASHPAD		02463	12/01/2021	220100		4,911.00
FUND TOTAL 305 Claims	to	Checks	1 Total	4,911.00	Manual	Held	Total	4,911.00

Docket of Claims
Release date from 12/21/2021 thru 12/21/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	THOMPSON BROTHERS DRILLING INC	220696	12/21/2021	12/13/2021			57,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-766	CITY HALL WATER WELL		3	12/08/2021			57,475.00
FUND TOTAL 355 Claims	to	Checks	1 Total	57,475.00	Manual		Held	Total 57,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	220644	12/21/2021	12/07/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	DEC 2021 OPERATION FEE		GAUTIER108	12/01/2021			170,690.75
400	MALLETTE BROTHERS CONSTRUCTION INC	220651	12/21/2021	12/07/2021			4,655.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	155.17 RAP TN		23017	11/30/2021			4,655.10
400	ARISTA INFORMATION SYSTEMS INC	220697	12/21/2021	12/13/2021			4,220.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2021 PRINTING 2067001		0004214	11/30/2021			1,148.00
	400-650-698	NOV 2021 POSTAGE 2067001		0004214	11/30/2021			3,072.43
400	COGENT STRATEGIES LLC	220699	12/21/2021	12/13/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 12/6/21-01/05/22		2469	12/06/2021			7,500.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	220700	12/21/2021	12/13/2021			2,533.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		07 5648247684	12/01/2021			2,533.21
400	SOUTHERN LINC	220707	12/21/2021	12/13/2021			89.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2021 SERV CHGS		10737548	12/01/2021			80.00
	400-650-698	TAXES/FEES		10737548	12/01/2021			9.84
400	FUELMAN	220716	12/21/2021	12/14/2021			170.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61213741	12/06/2021			170.52
400	FUELMAN	220721	12/21/2021	12/14/2021			247.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61250794	12/13/2021			247.61
400	MICRO METHODS INC	220729	12/21/2021	12/15/2021			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	WTR SAMPLE: 7224 M BLUFF		2111507186	11/30/2021	220226		100.00
	400-651-698	WTR SAMPLE: 7224 M BLUFF		2112037186	12/03/2021	220251		100.00
400	HENZE ENTERPRISES INC	220730	12/21/2021	12/15/2021			1,395.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	FILL DIRT 150 CY: OXFORD		30798	12/06/2021	220229		1,395.00
400	COAST BATTERY SPECIALIST INC	220731	12/21/2021	12/15/2021			189.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	12V BATTERY (10): SCADA		3052121021	12/10/2021	220291		189.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	220732	12/21/2021	12/15/2021			1,993.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3/4 MUL P15381N CMP TEE PJ(12)	3716226000	12/09/2021	220233		732.00	
	400-651-581	1X3/4 COMXPVC CPLG (12)	3716226000	12/09/2021	220233		456.00	
	400-651-581	2" PVC PIPE WHITE 20 SWB(100)	3716226000	12/09/2021	220233		210.00	
	400-651-581	4" PVC PIPE WHITE 20 SWB(100)	3716226000	12/09/2021	220233		595.00	
400	CENTRAL PIPE SUPPLY-JACKSON	220734	12/21/2021	12/15/2021			4,547.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PVC S/40 S/W 3" BELLED (200)	S100279161	12/02/2021	220252		798.00	
	400-651-581	PVC S/40 COUPLING S/W DEEP(12)	S100279161	12/02/2021	220252		89.04	
	400-651-581	BRONZE METER COUPLING (24)	S100279161	12/02/2021	220252		180.00	
	400-651-581	DUAL WALL SPLT COUPLER 15"(10)	S100279161	12/02/2021	220252		328.50	
	400-651-581	FORD BRASS CURB STOP 3/4"(24)	S100277862	11/23/2021	220214		1,240.32	
	400-651-581	PVC S/40 MALE ADAPTER 2" (6)	S100277862	11/23/2021	220214		9.96	
	400-651-581	HYMAX COUP 6" (2)	S100277862	11/23/2021	220214		532.64	
	400-651-581	PVC S/40 S/W 3" BELLED (100)	S100277862	11/23/2021	220214		432.00	
	400-651-581	BRASS STD NIPPLE 2"XCLOSE (6)	S100277862	11/23/2021	220214		81.60	
	400-651-581	PVC S/40 COUP S/W DEEP SOC(12)	S100277862	11/23/2021	220214		52.44	
	400-651-581	RECTORSEAL PVC CMENT HOT (12)	S100277862	11/23/2021	220214		225.36	
	400-651-581	PVC G/J PRESSURE REPR COUP(12)	S100277862	11/23/2021	220214		280.44	
	400-651-581	FORD BRASS COUP 1" (12)	S100277862	12/09/2021	220214		297.48	
400	COAST CHLORINATOR & PUMP CO INC	220735	12/21/2021	12/15/2021			1,381.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-582	STARITE BOOSTER PUMP, 20GPM	73546	11/30/2021	220230		1,655.00	
	400-651-582	S/S LQD FILLED PRSR GAUGE(3)	73546	11/30/2021	220230		57.00	
	400-651-582	20% DISCOUNT ON PURCHASE	73546	11/30/2021	220230		-331.00	
400	POWELL CONSTRUCTION SERVICES INC	220736	12/21/2021	12/15/2021			180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	LINE LOCATE: CH WELL PROJECT	3279	12/10/2021	220186		130.00	
	400-651-698	EQUIPMENT CHARGE	3279	12/10/2021	220186		50.00	
400	MINGLEDORFFS INC	220742	12/21/2021	12/15/2021			7.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-635	30A 4V COIL TOTALINE: AC REPR	304332-00	12/09/2021	220284		7.95	
400	CORE & MAIN LP	220747	12/21/2021	12/15/2021			8,872.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	36"X20' HDPE PIPE (160')	P776319	11/04/2021	220074		8,872.00	
400	COG DEPOSITORY ACCOUNT	220767	12/21/2021	12/16/2021			397,890.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	SEP 2021 GARBAGE PMTS	09302021	09/30/2021			132,647.45	
	400-000-104	OCT 2021 GARBAGE PMTS	10312021	10/31/2021			131,294.38	
	400-000-104	NOV 2021 GARBAGE PMTS	11302021	11/30/2021			133,948.78	
FUND TOTAL 400 Claims	to	Checks	18 Total	606,764.30 Manual		Held	Total	606,764.30

Docket of Claims
Release date from 12/21/2021 thru 12/21/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	220643	12/21/2021	12/07/2021			107,055.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	NOV 2021 RES GARBAGE (6361)		0001192808	11/30/2021			107,055.63
FUND TOTAL 404 Claims	to	Checks	1 Total	107,055.63	Manual		Held	Total 107,055.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	51 Total	104,797.63 Manual	Held	Total	104,797.63
FUND 3 Claims	to	Checks	2 Total	5,290.75 Manual	Held	Total	5,290.75
FUND 156 Claims	to	Checks	1 Total	7,922.94 Manual	Held	Total	7,922.94
FUND 176 Claims	to	Checks	8 Total	1,534.01 Manual	Held	Total	1,534.01
FUND 303 Claims	to	Checks	2 Total	172,958.28 Manual	Held	Total	172,958.28
FUND 305 Claims	to	Checks	1 Total	4,911.00 Manual	Held	Total	4,911.00
FUND 355 Claims	to	Checks	1 Total	57,475.00 Manual	Held	Total	57,475.00
FUND 400 Claims	to	Checks	18 Total	606,764.30 Manual	Held	Total	606,764.30
FUND 404 Claims	to	Checks	1 Total	107,055.63 Manual	Held	Total	107,055.63
Total for all Funds			Checks	85 Total 1,068,709.54 Manual	Held	Total	1,068,709.54

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: December 7, 2021
Title: Approval of minutes from Regular Council Meeting held December 7, 2021

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Regular Council Meeting held December 7, 2021

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

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

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 December 7, 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 December 21, 2021.

Tuesday
December 7, 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 December 7, 2021 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Richard Jackson, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference were Councilman Cameron George and Councilman Gordon Gollott.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 7, 2021 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Gautier Senior Center Holiday Open House will be held December 8, 2021 from 4:00pm-6:00pm
 - 2. Offices will be closed Thursday, December 23rd and Friday, December 24th in observance of the Christmas Holiday; and Friday, December 31st in observance of the New Year's Holiday.
- IV. Presentation Agenda**
- V. Business Agenda**

- 1. Approval of the Contract between Butler Snow LLP and the City of Gautier for redistricting services

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration for an Abatement at 7309 Pineview, Gautier, MS (Wesley Heil)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration for an Abatement at 7317 Pineview, Gautier, MS (Wesley Heil)

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

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

- 1. Approval of Minutes from Recessed Council Meeting held November 16, 2021.**
- 2. Approval of a Work Experience Worksite Agreement**
- 3. Authorization to remove office equipment and furniture from the inventory of the Gautier Police Department and to declare the same surplus.**
- 4. Renewal of the Mutual Aid Agreement with Keesler Air Force Base Fire Department.**
- 5. Authorization to accept a monetary donation from Gautier Pride, Inc. for the City of Gautier's Lights and Lagniappe on the Bayou**
- 6. Authorization to terminate the contract for collection services with Alliance Collection Services, Inc.**
- 7. Approval of an agreement between Express Employment Professionals and the City of Gautier, contingent upon review and approval by the City Attorney, including any legal changes required by law.**
- 8. Designation of April Stennett as the Agent for the City of Gautier's Hurricane Ida Projects, and approval of the State-Local Disaster Assistance Agreement**
- 9. Approval of a request for in-kind services for the 1st Annual Golf Cart Christmas Parade**
- 10. Resolution requesting and accepting assistance from Jackson County for the replacement of a deteriorated storm drain pipe between US Hwy 90 and Old Spanish Trail**
- 11. Approval of water and sewer adjustments dated December 7, 2021 in the amount of \$5,612.31**
- 12. Receive November 2021 Privilege License Report**

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 December 21, 2021 at 6:30 pm

www.gautier-ms.gov

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

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

1. Add Announcement – Fishing for Trash will be Saturday, December 11th from 9:00am until 12:00pm at Shepard State Park.
2. Pull Consent Agenda Item 9 – Approval of the In-kind services for the 1st Annual Golf Cart Christmas Parade
3. Pull Consent Agenda Item 10 – Resolution requesting and accepting assistance from Jackson County for the replacement of a deteriorated storm drain pipe between US Hwy 90 and Old Spanish Trail
4. Resolution requesting and accepting assistance from Jackson County for the replacement of a deteriorated storm drain pipe between US Hwy 90 and Old Spanish Trail

Councilman Elbin seconded the motion. The vote was carried unanimously.

Announcements

1. Gautier Senior Center Holiday Open House will be held December 8, 2021 from 4:00pm-6:00pm
 2. Fishing for Trash will be Saturday, December 11th from 9:00am until 12:00pm at Shepard State Park
 3. Offices will be closed Thursday, December 23rd and Friday, December 24th in observance of the Christmas Holiday; and Friday, December 31st in observance of the New Year's Holiday.
-

Presentation

None



JOIN US FOR THE

Gautier Senior Center Holiday Open House

WEDNESDAY DEC. 8TH
4pm-6pm
914 De La Pointe Dr.

Kick off the Holiday Season with a
Welcome Back Open House to the
Gautier Senior Center!

music, refreshments, door prizes and information
regarding senior activities for 2022

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 25, 2021, in observance of THANKSGIVING DAY; on Friday, December 24, 2021, in observance of CHRISTMAS DAY; and on Friday, December 31, 2021, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 26, 2021, in further observance of the Thanksgiving holiday, and on Thursday, December 23, 2021, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

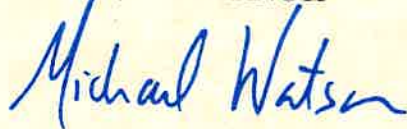


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of October in the year of our Lord, two thousand and twenty-one, and of the Independence of the United States of America, the two hundred and forty-sixth.


TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

Councilman Colledge made the motion to approve the contract between Butler Snow LLP and the City of Gautier for redistricting services, as presented, in an amount not to exceed \$35,000. Councilman Gollott 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 241-2021

WHEREAS, redistricting is required every ten (10) years to ensure equal representation; and

WHEREAS, Butler Snow has a redistricting attorney, Tommie Cardin, along with his demographer, Bill Rigby; and

WHEREAS, Butler Snow has agreed to provide special legal services in order to complete the redistricting of the City of Gautier as shown in the contract in an amount not to exceed \$35,000.00; and

WHEREAS, the Mayor and Council Members hereby find that approval of the attached contract 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 Contract Agreement between Butler Snow, LLP and the City of Gautier for redistricting services is hereby approved.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this the ____ day of _____, 2021, by and between the City of Gautier, Mississippi (“City”), a political subdivision of the State of Mississippi, by and through its governing authority, the Mayor and City Council (“Council”), and Butler Snow LLP (“Butler Snow”), whose principal office is located at 1020 Highland Colony Parkway, Suite 1400, Ridgeland, Mississippi 39157, for the performance of special legal services by attorneys and employees of Butler Snow.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions stated, it is hereby understood and agreed by the parties hereto as follows:

- I. SCOPE OF SERVICES:** Butler Snow will provide special legal services to the City as follows: (1) advise City on current legal issues and related law pertaining to redistricting; (2) review and analyze current redistricting plan for the Council and advise as to related legal issues and develop benchmark plan; (3) meet with each Council Member to obtain input on development of new wards; (4) prepare and draw draft maps for the City and hold at least one (1) public hearing to obtain input from public; (5) present final maps to Council for adoption; (6) generally render all legal advice necessary for the proper preparation, adoption and approval of any redistricting plans, including preparation of legal descriptions; and (7) represent the Council and City in any litigation filed pertaining to the adoption of any redistricting plan.
- II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on the date the contract is approved by the Council and executed by the City and shall expire when Butler Snow completes its scope of services.
- III. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that Butler Snow is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.
- IV. PAYMENT TERMS:** As full and complete compensation for the services to be provided, the City will pay Butler Snow a blended hourly rate which will apply to any professional in the firm who works on the matter within the designated category. The blended hourly rates for all professionals in the designated categories are as follows:

- Senior Partner (20+ years): \$465
- Partner: \$350
- Associate/Counsel: \$250
- Mapdrawer/Demographer: \$175

Butler Snow shall submit to the City a monthly invoice for the payment of fees and reasonable expenses incurred for the prior month, which shall be paid following approval by the Council. These hourly rates are for the services listed under Scope of Services above. Any services above and beyond those listed above is beyond the scope of this Agreement.

- V. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual agreement of the parties, in writing signed by the parties and approved as required by law.
- VI. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, Butler Snow shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- VII. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the ____ day of _____, 2021.

CITY OF GAUTIER

BUTLER SNOW LLP

By: _____

By: 
Tommie S. Cardin

Councilman Colledge made the motion to approve the abatement at 7309 Pineview Drive, Gautier, MS (Wesley Heil), as presented, and a penalty be assessed at 50% of the actual cost of cleaning the property to be applied as a lien to the property. Councilman Elbin 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 242-2021

WHEREAS, after proper notice, on or about December 7, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7309 Pineview, Gautier, MS, (Wesley Heil) PID #87116065.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 7309 Pineview, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe structures as recommended by the Planning Department.

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

IT IS FURTHER ORDERED, that a penalty is assessed to the property in the amount of 50% of the actual cost of cleaning the property.

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

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/30/2021
Subject: Consider Abatement of 7309 Pineview, Gautier, MS 39553 (Wesley Heil)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

Due to several code violations and this property being abandoned by the owner, the Code Enforcement office condemned the mobile home on this lot on June 29, 2021.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner as required by law. The abatement notice also has been sent to the alternative address of the property owner to ensure he has been provided adequate notice that the City of Gautier intends to clear and demolish this property to help make the area safer and to protect the nearby residents from the dangers caused by the abandoned and derelict property.

DISCUSSION:

This property has been abandoned by the owner. It was a tax sale property in 2019 and in 2020, and as of this writing the property tax has not been redeemed by the owner. In spite of being uninhabitable, vagrants have been seen residing on this lot. There has been no water account on this property since October 2018. As of November 10, 2021, this property continues to show signs of disrepair, deterioration, and vagrancy. The 2 mobile homes on the neighboring lot at 7317 Pineview, which is owned by the same person who owns 7309, has been known for vagrancy and drug activity. Consequently, the Code Enforcement office is also seeking abatement of 7317 Pineview. Once both abatements are approved and completed, a significant portion of Pineview will be brought into compliance with the Unified Development Ordinance.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the 3 structures and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

1. Photos of Property and Postings
2. Parcel Information
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letters
5. MEMORANDUM PUBLIC HEARING

PARCEL AND TAX INFO



Property Link JACKSON COUNTY, MS

Current Date 11/19/2021

Tax Year 2020

Records Last Updated 11/ 4/2021

PROPERTY DETAIL		
OWNER	HEIL WESLEY A 1525 OAK LEAF CR GAUTIER MS 39553	ACRES : **NA** LAND VALUE : **NA** IMPROVEMENTS : 5813 TOTAL VALUE: 5813 ASSESSED : 872

PARCEL 87116065.000
ADDRESS 7309 PINEVIEW DR

TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	44.79	44.79	0.00
CITY	37.50	37.50	0.00
SCHOOL	44.60	44.60	0.00
PENALTY & OTHER	21.44	21.44	0.00
TOTAL	148.33	148.33	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 8 / 30 / 2021

TAXES DELINQUENT PRIOR YEAR

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2020	SOUTH MISSISSIPPI CHARM	NOT REDEEMED
2019	KALE FARMS LLC	NOT REDEEMED
2012	STATE OF MISSISSIPPI	2/26/2014 HEIL WESLEY A

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

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

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on DECEMBER 7, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

7309 PINEVIEW DR.

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

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

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Website: www.gautier-ms.gov*

November 10, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Wesley Heil
1525 Oak Leaf Cr
Gautier, MS 39553

Re: Notice of Public Hearing
7309 Pineview

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7309 Pineview, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **DECEMBER 7, 2021 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
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November 10, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Wesley Heil
7309 Pineview Dr.
Gautier, MS 39553

Re: Notice of Public Hearing
7309 Pineview

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Sincerely,

Patrick Fagan

PHOTOS OF POSTINGS AND PROPERTY

Mayor
Casey C. Vaughan

Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollatt
Ward 4 Rusty Anderson
Ward 5 Dante Elbin

City of Gautier
Gautier, Mississippi



City Manager
Paula Yancey

Email
Web

November 10, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Wesley Heil
7309 Pineview Dr.
Gautier, MS 39553

Re: Notice of Public Hearing
7309 Pineview

The City of Gautier Mayor and City Council has approved and scheduled a public adjudication for **7309 Pineview, Gautier, MS, 39553**. The hearing will be held at City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **DECEMBER 7, 2021 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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Sincerely,

P. Fagan

Patrick Fagan

"Nature's Playground!"

City of Gautier
Gautier, Mississippi



City Manager
Paula Yancey

City Clerk
Teresa L. Montgomery

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November 10, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Wesley Heil
1525 Oak Leaf Cr
Gautier, MS 39553

Re: Notice of Public Hearing
7309 Pineview

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7309 Pineview, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **DECEMBER 7, 2021 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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Sincerely,

P. Fagan

Patrick Fagan



CITY OF GAUTIER
PLANNING DEPARTMENT
 3330 Highway 90
 P.O. Box 670
 Gautier, MS 39553-0670



CITY OF GAUTIER
PLANNING DEPARTMENT
 3330 Highway 90
 P.O. Box 670
 Gautier, MS 39553-0670

8F

9400922066327220

39553-0670
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UTF

Wesley Heil
 7317 Pineview Dr
 Gautier, MS 39553-0670

Wesley Heil
 7309 Pineview Dr
 Gautier, MS 39553-0670

39553-0670
 39553-283909

UTF

MOBILE AL 366
 12 NOV 2021 PM 12:11

FIRST-CLASS



US POSTAGE IMMEDIATE PITNEY BOWES
 ZIP 39553
 02 7H
 0001327268 NOV 10 2021
\$ 000.53⁰

392 FE 1 0011/23/21
 RETURN TO SENDER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD
 BC: 39553067070 *2239-08138-12-36



MOBILE AL 366
 12 NOV 2021 PM 12:11

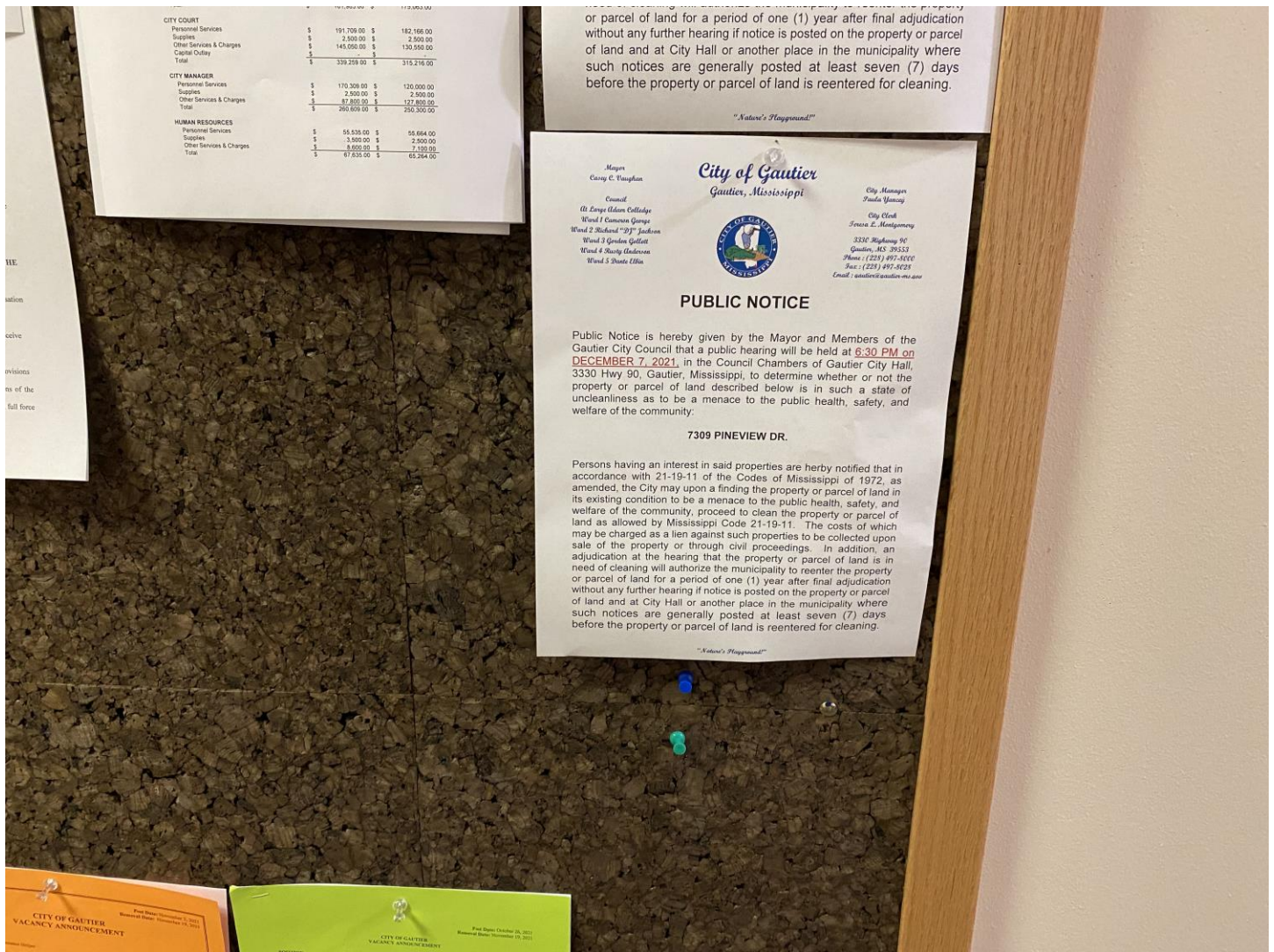
FIRST-CLASS



US POSTAGE IMMEDIATE PITNEY BOWES
 ZIP 39553
 02 7H
 0001327268 NOV 10 2021
\$ 000.53⁰

RETURN TO SENDER
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

BC: 39553067070 *2239-08204-12-36



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT PF
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.53
Certified Fee	3.75
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.28

7006 1830 0002 8711 2367

Postmark Here

NOV -9 2021

PS Form 3800, August 2013 See Back for Instructions

Wesley Heil
 1525 Oak Leaf Cr
 Gautier, MS 39553

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT PF
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.53
Certified Fee	3.75
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.28

7006 1830 0002 8711 2367

Postmark Here

NOV -9 2021

PS Form 3800, August 2013 See Back for Instructions

Wesley Heil
 1525 Oak Leaf
 Gautier, MS 39553







**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: November 10, 2021
Subject: 7309 Pineview, Demolish and Clear

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

Due to several code violations and this property being abandoned by the owner, the Code Enforcement office condemned the mobile home on this lot on June 29, 2021.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner as required by law. The abatement notice also has been sent to the alternative address of the property owner to ensure he has been provided adequate notice that the City of Gautier intends to clear and demolish this property to help make the area safer and to protect the nearby residents from the dangers caused by the abandoned and derelict property.

DISCUSSION:

This property has been abandoned by the owner. It was a tax sale property in 2019 and in 2020, and as of this writing the property tax has not been redeemed by the owner. In spite of being uninhabitable, vagrants have been seen residing on this lot. There has been no water account on this property since October 2018. As of November 10, 2021, this property continues to show signs of disrepair, deterioration, and vagrancy. The 2 mobile homes on the neighboring lot at 7317 Pineview, which is owned by the same person who owns 7309, has been known for vagrancy and drug activity. Consequently, the Code Enforcement office is also seeking abatement of 7317 Pineview. Once both abatements are approved and completed, a significant portion of Pineview will be brought into compliance with the Unified Development Ordinance.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the 3 structures and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter

Councilman Colledge made the motion to approve an abatement at 7317 Pineview, Gautier, MS (Wesley Heil), as presented, and an additional penalty of \$1,500.00 be assessed in addition to the cost of the abatement to be assessed as a lien to the property. Councilman Elbin 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 243-2021

WHEREAS, after proper notice, on or about December 7, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7317 Pineview, Gautier, MS, (Wesley Heil) PID #87116052.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 7309 Pineview, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe structures as recommended by the Planning Department.

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

IT IS FURTHER ORDERED, that a penalty is assessed to the property in the amount of \$1500.00 in addition to the actual cost of cleaning the property.

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

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/30/2021
Subject: Consider Abatement of 7317 Pineview, Gautier, MS 39553 (Wesley Heil)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

Around June 29, 2021, a complaint was made to the Code Enforcement office by a concerned citizen and a council member regarding code violations and the maintenance of 7317 Pineview. The code violations were reviewed and substantiated by the City's Code Enforcement office. The two mobile homes on this lot were condemned by the Code Enforcement office on June 29, 2021.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner as required by law. The abatement notice also has been sent to the alternative address of the property owner to ensure he has been provided adequate notice that the City of Gautier intends to clear and demolish this property to help make the area safer and to protect the nearby residents from the dangers caused by the abandoned and derelict property.

DISCUSSION:

This property has been abandoned by the owner. It was a tax sale property in 2019 and in 2020, and as of this writing the property tax has not been redeemed by the owner. There are 3 structures on this lot: 2 abandoned mobile homes and 1 shed. The mobile homes were condemned on June 29, 2021. In spite of being uninhabitable, vagrants have been residing in the shed on this lot. The police department has been called to this property at least twice due to suspected drug violations. As of November 10, 2021, this property continues to show signs of disrepair, deterioration, and vagrancy. All 3 structures on it are still unsecure and unsafe. The mobile home on the neighboring lot at 7309 Pineview, which is owned by the same person who owns 7317, has not had a water account since October 2018. The Code Enforcement office is also seeking abatement of 7309 Pineview. Once both abatements are approved and completed, a significant portion of Pineview will be brought into compliance with the Unified Development Ordinance.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the 3 structures and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letters
6. MEMORANDUM PUBLIC HEARING

PARCEL AND TAX INFO



Property Link JACKSON COUNTY, MS

Current Date 11/19/2021

Tax Year 2021
Records Last Updated 11/ 4/2021

PROPERTY DETAIL			
OWNER	HEIL WESLEY A		ACRES : **NA**
	1525 OAK LEAF CR		LAND VALUE : **NA**
	IMPROVEMENTS : 10953		
	GAUTIER MS 39553		TOTAL VALUE: 10953
	ASSESSED : 1643		
PARCEL	87116052.000		
ADDRESS	7317 PINEVIEW DR		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	84.38	84.38	0.00
CITY	70.65	70.65	0.00
SCHOOL	84.04	84.04	0.00
PENALTY & OTHER	33.36	33.36	0.00
TOTAL	272.43	272.43	0.00
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE 8 / 30 / 2021			
TAXES DELINQUENT PRIOR YEAR			

A Print Fee May Apply, Contact County For Total.

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2020	WOODMARK INVESTMENTS LLC	NOT REDEEMED
2019	KALE FARMS LLC	NOT REDEEMED
2012	OMEGA D LLC	2/26/2014 HEIL WESLEY A

CODE CASE DETAILED REPORT CODE-000877-2019 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	09/26/2019
Status:	Resolved	District:		Closed Date:	10/07/2019
Assigned To:	CODE ENFORCEMENT	Description:	fence needs repair		

Parcel:	87116052.000	Main	Address:	7317 Pineview Dr Gautier, MS 39553	Main	Zone:	R-3 (Residential - 3 Family)
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Note	Created By	Date and Time Created
1. I sent a notice to the owner and the resident about the fence needing to be repaired or removed .	CODE ENFORCEMENT	9/26/2019 8:41 am
2. The fence has been repaired.	CODE ENFORCEMENT	10/7/2019 4:42 pm

CODE CASE DETAILED REPORT CODE-001611-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	06/29/2021
Status:	Resolved	District:		Closed Date:	06/29/2021
Assigned To:	Patrick Fagan	Description:	condemned property		
Parcel:	87116052.000	Main	Address:	7317 Pineview Dr Gautier, MS 39553	Main
			Zone:	R-3 (Residential - 3 Family)	

Note	Created By	Date and Time Created
1. PF. Steven Heil #228-281-3586 and his girlfriend Briana Frazier are still there. They said they were cleaning the place up and won't to bring the trailer up to code. I noticed a dryer and a bike--both of which appeared to be brand new--were now sitting on the property in front of the trailer that was condemned.	Patrick Fagan	7/2/2021 3:03 pm

CODE CASE DETAILED REPORT CODE-001683-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	07/16/2021
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	Condemned trailer		
Parcel:	87116052.000	Main	Address:	7317 Pineview Dr Gautier, MS 39553	Main
			Zone:	R-3 (Residential - 3 Family)	

Note	Created By	Date and Time Created
1. Condemned Trailer and Shed on property. Trailer has no water no power. Steven Heil and a female was living in the trailer and the shed. After the trailer was Condemned they moved to another trailer on the same property that was vacant. police was called to check all the trailers and shed before all was condemned. 7313has extension cord ran and power coming from an unknown source.	CODE ENFORCEMENT	7/16/2021 9:06 am
2. PF. abatement process for demolish started. hearing planned for Dec. 7, 2021.	Patrick Fagan	11/10/2021 9:48 am

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

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Paula Yancey*

*Council
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Teresa L. Montgomery*

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

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on DECEMBER 7, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

7317 PINEVIEW DR.

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

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Gautier, Mississippi*

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Website: www.gautier-ms.gov*

November 10, 2021

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Wesley Heil
1525 Oak Leaf Cr
Gautier, MS 39553

Re: Notice of Public Hearing
7317 Pineview

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7317 Pineview, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **DECEMBER 7, 2021 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery

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

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OFFICIAL USE

Postage	\$.53
Certified Fee	3.75
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.28

7008 1830 0002 8711 2350

NOV -9 2021
 Postmark
 Here

Send To: Wesley Heil
 Street, Apt. No., or PO Box No.: 1525 Oak Leaf Cr
 City, State, ZIP+4: Gautier, MS 39553

PS Form 3800, August 2005 See Reverse for instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT PF
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Patrick Fagan

"Nature's Playground!"

City of Gautier
Gautier, Mississippi



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Sincerely,

Patrick Fagan







Jun 29, 2021 at 9:45:29 AM
7317 Pineview Dr
Gautier MS 39553
United States

City of Gautier
Planning Department

**CONDEMNED
STRUCTURE
DO NOT ENTER**

Event: Unsafe/Uninhabitable
Date of Issuance: Tue Jun 29
Contact: Planning Dept
Phone #: 228 497 1878
Address: 7317 Pineview Dr
Building Official Signature: *P. Pugh*

City of Gautier
Planning Department

**NOT HABITABLE
UNTIL REPAIRS
ARE MADE**

PERMIT REQUIRED

Event: Unsafe/Uninhabitable
Date of Issuance: Tue Jun 29
Contact: Planning Dept
Phone #: 228 497 1878
Authorized Signature: *P. Pugh*

Jun 29, 2021 at 9:45:44 AM

7317 Pineview Dr

Gautier MS 39553

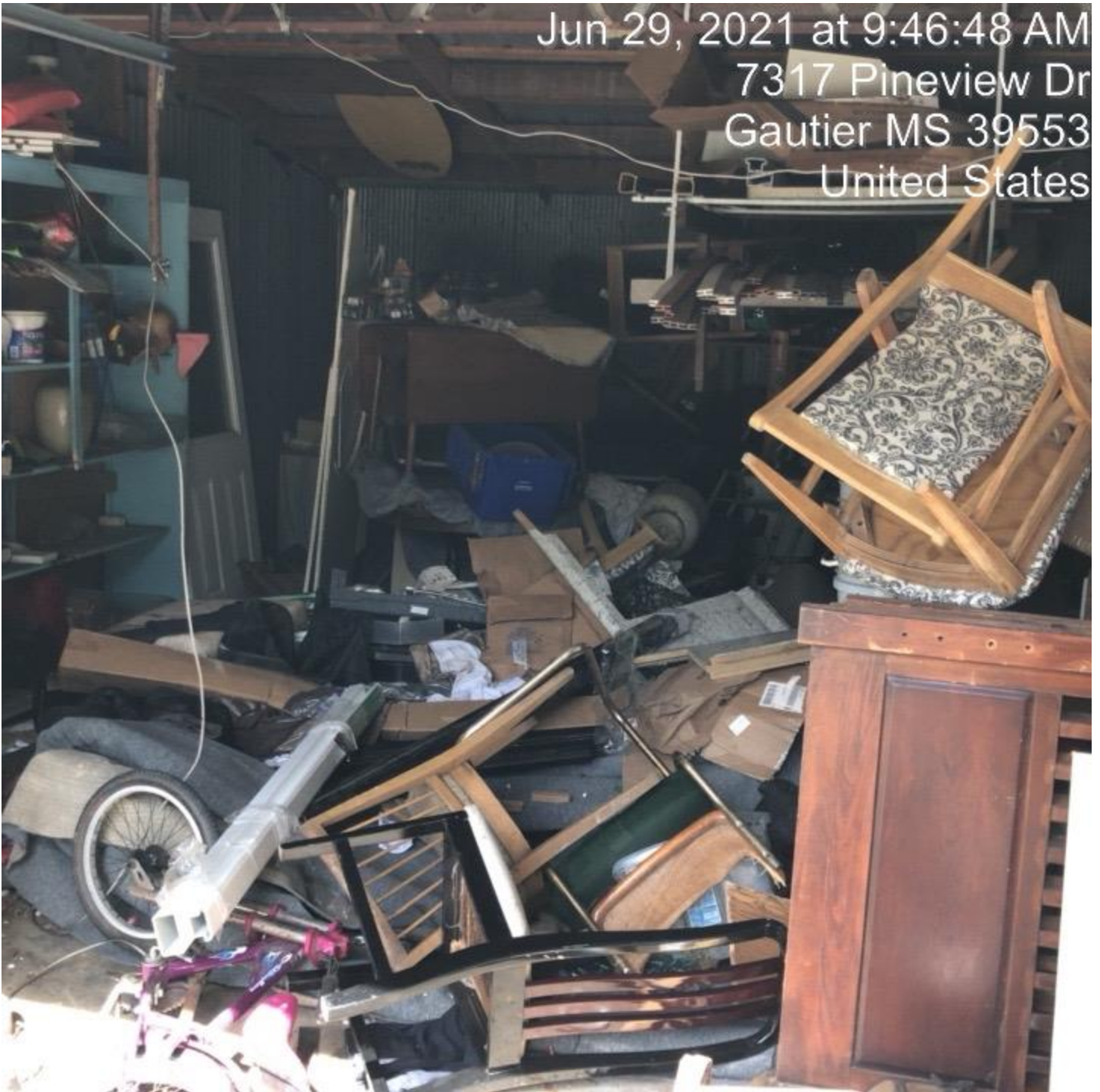
United States



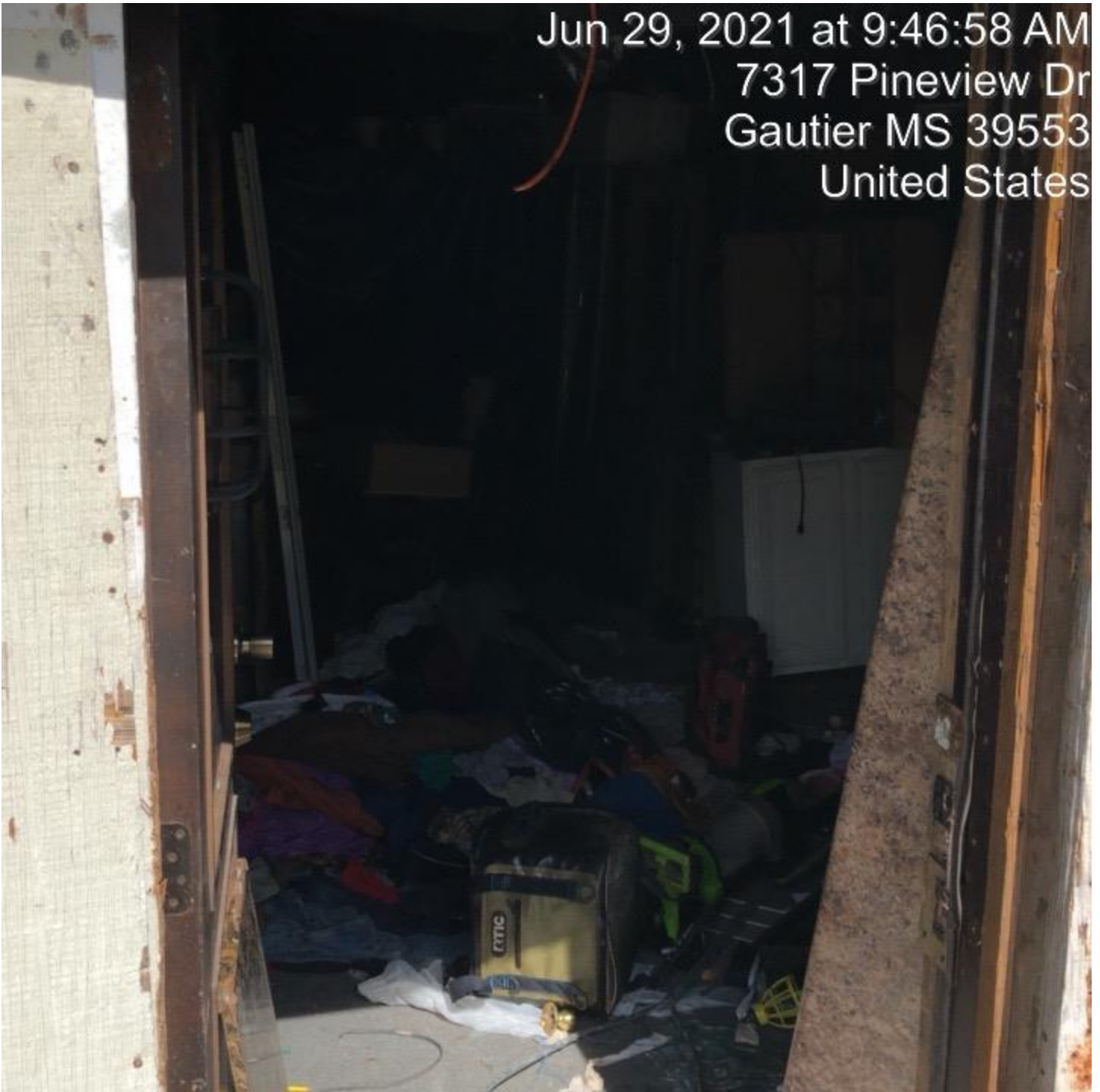
Jun 29, 2021 at 9:46:38 AM
7317 Pineview Dr
Gautier MS 39553
United States



Jun 29, 2021 at 9:46:48 AM
7317 Pineview Dr
Gautier MS 39553
United States



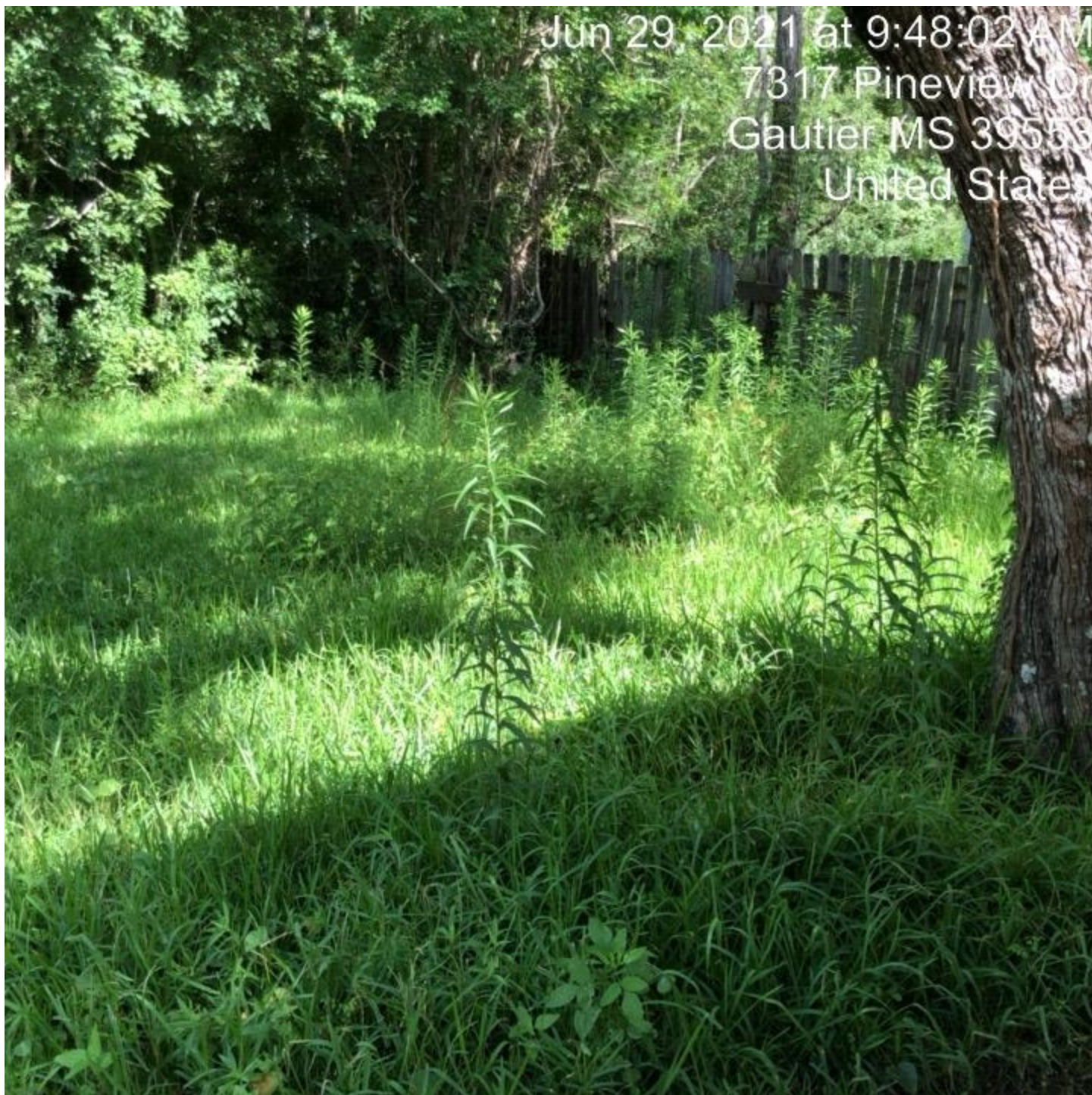
Jun 29, 2021 at 9:46:58 AM
7317 Pineview Dr
Gautier MS 39553
United States



Jun 29, 2021 at 9:47:15 AM
7317 Pineview Dr
Gautier MS 39553
United States



Jun 29, 2021 at 9:48:02 AM
7317 Pineview Dr
Gautier MS 39553
United States



Jun 29, 2021 at 9:48:13 AM
7317 Pineview Dr
Gautier MS 39553
United States





















7317 Pineview Drive
Gautier
Jackson County
Mississippi



Jul 14, 2021 9:50:36 AM
7317 Pineview Drive
Gautier
Jackson County
Mississippi



Jul 14, 2021 9:50:39 AM
7301 Pineview Drive
Gautier
Jackson County
Mississippi



PF
CITY OF GAUTIER
PLANNING DEPARTMENT
3330 Highway 90
P.O. Box 670
Gautier, MS 39553-0670



8F
CITY OF GAUTIER
PLANNING DEPARTMENT
3330 Highway 90
P.O. Box 670
Gautier, MS 39553-0670

9400922066327220

UTF
39553-0670
39553-283917

Wesley Heil
7317 Pineview Dr
Gautier, MS 39553-0670

MOBILE AL 366
12 NOV 2021 PM 12:11

FIRST-CLASS



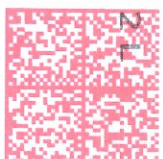
US POSTAGE
IMMEDIATE SERVICE
ZIP 39553
02 7H
0001327268 NOV 10 2021
\$ 000.53⁰

NIXIE 392 FE 1 0011/23/21
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 39553067070 *2239-08138-12-36



MOBILE AL 366
12 NOV 2021 PM 12:11

FIRST-CLASS



US POSTAGE
IMMEDIATE SERVICE
ZIP 39553
02 7H
0001327268 NOV 10 2021
\$ 000.53⁰

Wesley Heil
7309 Pineview Dr
Gautier, MS 39553-0670

UTF
39553-0670
39553-283909

NIXIE 392 FE 1 0011/23/21
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 39553067070 *2239-08204-12-36



**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: November 10, 2021
Subject: 7317 Pineview, Demolish and Clear

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

Around June 29, 2021, a complaint was made to the Code Enforcement office by a concerned citizen and a council member regarding code violations and the maintenance of 7317 Pineview. The code violations were reviewed and substantiated by the City's Code Enforcement office. The two mobile homes on this lot were condemned by the Code Enforcement office on June 29, 2021.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner as required by law. The abatement notice also has been sent to the alternative address of the property owner to ensure he has been provided adequate notice that the City of Gautier intends to clear and demolish this property to help make the area safer and to protect the nearby residents from the dangers caused by the abandoned and derelict property.

DISCUSSION:

This property has been abandoned by the owner. It was a tax sale property in 2019 and in 2020, and as of this writing the property tax has not been redeemed by the owner. There are 3 structures on this lot: 2 abandoned mobile homes and 1 shed. The mobile homes were condemned on June 29, 2021. In spite of being uninhabitable, vagrants have been residing in the shed on this lot. The police department has been called to this property at least twice due to suspected drug violations. As of November 10, 2021, this property continues to show signs of disrepair, deterioration, and vagrancy. All 3 structures on it are still unsecure and unsafe. The mobile home on the neighboring lot at 7309 Pineview, which is owned by the same person who owns 7317, has not had a water account since October 2018. The Code Enforcement office is also seeking abatement of 7309 Pineview. Once both abatements are approved and completed, a significant portion of Pineview will be brought into compliance with the Unified Development Ordinance.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the 3 structures and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter

Councilman Colledge 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 Anderson 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 244-2021

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 **Councilman Colledge**, seconded by **Councilman Anderson**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

Docket of Claims
Release date from 12/07/2021 thru 12/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC Account Number 001-170-698	220432	12/07/2021	11/12/2021	Invoice # 0001188679	Date 10/31/2021	P.O. 35.00	Amount 35.00
001	SPARKLIGHT Account Number 001-100-699	220433	12/07/2021	11/12/2021	Invoice # 11012021	Date 11/08/2021	P.O. 62.38	Amount 62.38
001	SPARKLIGHT Account Number 001-100-699	220434	12/07/2021	11/12/2021	Invoice # 11012021	Date 11/08/2021	P.O. 213.12	Amount 213.12
001	COG 7M BOND ACCT Account Number 001-000-104	220441	12/07/2021	11/16/2021	Invoice # 11162021	Date 11/16/2021	P.O. 2,491.19	Amount 2,491.19
001	COMM-TECH SOLUTIONS INC Account Number 001-100-639	220442	12/07/2021	11/16/2021	Invoice # 16886	Date 11/15/2021	P.O. 117.49	Amount 117.49
001	SPARKLIGHT Account Number 001-100-699	220445	12/07/2021	11/18/2021	Invoice # 11012021	Date 11/08/2021	P.O. 95.13	Amount 95.13
001	AT&T Account Number 001-100-699	220446	12/07/2021	11/18/2021	Invoice # 5825094600	Date 11/01/2021	P.O. 214.61	Amount 214.61
001	GLOBALSTAR Account Number 001-092-605	220448	12/07/2021	11/18/2021	Invoice # 0023624367	Date 11/16/2021	P.O. 89.50	Amount 89.50
001	GOVERNMENT BRANDS SHARED SERVICES Account Number 001-010-698	220483	12/07/2021	11/29/2021	Invoice # #INV217469	Date 11/19/2021	P.O. 1,495.00	Amount 1,495.00
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	220486	12/07/2021	11/29/2021	Invoice # 1710040201	Date 11/16/2021	P.O. 403.30	Amount 403.30
001	GALLS LLC Account Number 001-100-559	220490	12/07/2021	11/29/2021	Invoice # 019799646	Date 11/18/2021	P.O. 36.55	Amount 36.55
001	WASTE OIL COLLECTORS INC Account Number 001-205-698	220491	12/07/2021	11/29/2021	Invoice # 0025311	Date 11/15/2021	P.O. 80.00	Amount 80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PATRICK EVANS	220492	12/07/2021	11/29/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FEE: 4 GAMES		11212021	11/22/2021			120.00
001	AIRGAS USA LLC	220493	12/07/2021	11/29/2021			234.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9983754290	10/31/2021			234.38
001	CORRY BIALOTA	220494	12/07/2021	11/29/2021			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FEE: 7 GAMES		11212021	11/22/2021			210.00
001	KENDALL NETTLES	220495	12/07/2021	11/29/2021			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FEE: 7 GAMES		11212021	11/22/2021			210.00
001	KENNETH S KING	220496	12/07/2021	11/29/2021			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FEE: 3 GAMES		11212021	11/22/2021			90.00
001	DONTE EAST	220497	12/07/2021	11/29/2021			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FEE: 3 GAMES		11212021	11/22/2021			90.00
001	FOSTERS A/C & HEATING INC	220499	12/07/2021	11/29/2021			176.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA TUNE UP (2): PLANNING		P1092726	11/01/2021			176.00
001	SPARKLIGHT	220502	12/07/2021	11/29/2021			75.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	DEC 2021: MAINT GRG #134679919		11132021	11/20/2021			75.81
001	SPARKLIGHT	220504	12/07/2021	11/29/2021			83.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2021: SFD #122025091		11162021	11/23/2021			83.88
001	SPARKLIGHT	220505	12/07/2021	11/29/2021			83.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2021: NFD #122024383		11162021	11/23/2021			83.88
001	SPARKLIGHT	220506	12/07/2021	11/29/2021			83.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2021: CFD #122024086		11162021	11/23/2021			83.88
001	COG ENTERPRISE FUND	220522	12/07/2021	11/29/2021			58,359.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR GOMESA REIMB TO FUND 361		11262021	11/26/2021			58,359.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	220523	12/07/2021	11/29/2021			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2021 ACCT SOFTWARE MAINT		DHLMN03138	12/01/2021			390.00
	001-092-698	DEC 2021 PRIV LIC SW MAINT		DHLMN03139	12/01/2021			160.00
	001-092-698	DEC 2021 VOTER REG SW MAINT		HRMN007732	12/01/2021			20.00
001	DIRECTV LLC	220530	12/07/2021	11/29/2021			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JAN)		12132021	12/14/2021			180.00
001	AT&T	220533	12/07/2021	11/30/2021			35.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	11/14/2021			35.78
001	AT&T	220543	12/07/2021	11/30/2021			3,734.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	11/14/2021			3,734.25
001	FUELMAN	220546	12/07/2021	11/30/2021			3,419.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61084160	11/15/2021			70.56
	001-100-525	UNL&DSL FUEL		NP61084160	11/15/2021			2,578.13
	001-161-525	UNL&DSL FUEL		NP61084160	11/15/2021			449.03
	001-170-525	UNL&DSL FUEL		NP61084160	11/15/2021			251.63
	001-205-525	DSL FUEL		NP61084160	11/15/2021			70.26
001	SEYMOUR ENGINEERING PLLC	220550	12/07/2021	11/30/2021			1,913.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	JACKSONS CONST: 3003 BEMIS RPR		8322	11/30/2021			1,913.00
001	FUELMAN	220551	12/07/2021	11/30/2021			3,613.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61114742	11/22/2021			210.58
	001-100-525	UNL&DSL FUEL		NP61114742	11/22/2021			2,623.74
	001-161-525	UNL&DSL FUEL		NP61114742	11/22/2021			537.88
	001-170-525	UNL FUEL		NP61114742	11/22/2021			137.23
	001-205-525	UNL FUEL		NP61114742	11/22/2021			103.61
001	FUELMAN	220553	12/07/2021	11/30/2021			2,475.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61136612	11/29/2021			65.35
	001-092-525	UNL FUEL		NP61136612	11/29/2021			33.56
	001-100-525	UNL FUEL		NP61136612	11/29/2021			2,041.03
	001-161-525	DSL FUEL		NP61136612	11/29/2021			225.28
	001-170-525	UNL FUEL		NP61136612	11/29/2021			110.72
001	RJ YOUNG COMPANY LLC	220555	12/07/2021	11/30/2021			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4518386	11/22/2021			113.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	220556	12/07/2021	11/30/2021			201.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4509643	11/16/2021		180.30	
	001-100-699	MPC2504EX USAGE:B/W		INV4509643	11/16/2021		.84	
	001-100-699	MPC2504EX USAGE:COLOR		INV4509643	11/16/2021		19.88	
001	RJ YOUNG COMPANY LLC	220557	12/07/2021	11/30/2021			1,539.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ001-01 RENTAL FEE		INV4509583	11/16/2021		470.88	
	001-092-698	IMC8000 USAGE:B/W		INV4509583	11/16/2021		309.49	
	001-092-698	IMC8000 USAGE:COLOR		INV4509583	11/16/2021		615.03	
	001-090-698	MPC4504 USAGE:B/W		INV4509583	11/16/2021		19.17	
	001-090-698	MPC4504 USAGE:COLOR		INV4509583	11/16/2021		124.80	
001	SINGING RIVER ELECTRIC COOPERATIVE	220559	12/07/2021	11/30/2021			701.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11152021	11/19/2021		417.14	
	001-161-631	MARTIN BLUFF FD 58380001		11162021	11/22/2021		177.01	
	001-201-629	SIGNAL LIGHTS 17546		11162021	11/22/2021		33.11	
	001-092-631	CITY LIMIT SIGN 17546		11162021	11/22/2021		30.74	
	001-100-631	MBLUFF SUB STN 58521002		11162021	11/22/2021		43.10	
001	SINGING RIVER ELECTRIC COOPERATIVE	220560	12/07/2021	11/30/2021			599.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		11182021	11/24/2021		217.31	
	001-170-631	BACOT LIGHTS 10137		11182021	11/24/2021		228.27	
	001-201-629	SIGNAL LIGHTS 10138		11182021	11/24/2021		128.28	
	001-170-631	BACOT SPLASHPAD 103751001		11182021	11/24/2021		25.30	
001	SINGING RIVER ELECTRIC COOPERATIVE	220561	12/07/2021	11/30/2021			1,975.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		11172021	11/23/2021		1,224.08	
	001-201-629	SIGNAL LIGHT 89113001		11172021	11/23/2021		54.54	
	001-170-631	CITY PARK RESTRMS 89912001		11172021	11/23/2021		418.89	
	001-201-633	STREET LIGHTS 903425002		11172021	11/23/2021		128.86	
	001-092-631	RECORDS BLDG 90790001		11172021	11/23/2021		108.60	
	001-170-631	FRAZIER RESTRMS 98546001		11172021	11/23/2021		40.51	
001	SINGING RIVER ELECTRIC COOPERATIVE	220562	12/07/2021	11/30/2021			169.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		11172021	11/23/2021		90.95	
	001-170-631	FITNESS TRAIL 109268001		11172021	11/23/2021		27.68	
	001-170-631	SRM VENUE 104312008		11172021	11/23/2021		25.59	
	001-170-631	ROUNABOUT 102311004		11172021	11/23/2021		25.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	220563	12/07/2021	11/30/2021			8,251.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		11172021	11/23/2021		6,157.01	
	001-201-629	SIGNAL LIGHTS 10054		11172021	11/23/2021		492.12	
	001-092-631	CITY HALL 10054		11172021	11/23/2021		633.67	

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001	SINGING RIVER ELECTRIC COOPERATIVE	220563	12/07/2021	11/30/2021			8,251.93	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	FRAZIER PARK 10054		11172021	11/23/2021			52.97
	001-170-631	SENIOR BLDG 10054		11172021	11/23/2021			169.17
	001-161-631	CENTRAL FD 10054		11172021	11/23/2021			325.91
	001-170-631	CITY PARK 10054		11172021	11/23/2021			132.80
	001-092-631	PUBLIC WORKS 10054		11172021	11/23/2021			263.28
	001-092-631	HWY 90 SIGN 10054		11172021	11/23/2021			25.00
001	QUALITY TREE AND DEBRIS LLC	220570	12/07/2021	12/01/2021			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	CLEAN PROP: 6312 EAST LAKE		1101221	11/12/2021			1,100.00
001	PITTMAN HOWDESHELL PLLC	220571	12/07/2021	12/01/2021			780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV: SR MALL PROPERTY		0797	11/30/2021			360.00
	001-060-602	LEGAL SERV: SR MALL PROPERTY		0733	09/30/2021			420.00
001	FOSTERS A/C & HEATING INC	220572	12/07/2021	12/01/2021			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLNG: SR CENTER (2)		P1092727	11/08/2021			302.50
001	SINGING RIVER ELECTRIC COOPERATIVE	220573	12/07/2021	12/01/2021			929.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		11172021	11/23/2021			51.09
	001-201-633	DOLPHIN ST 94988002		11172021	11/23/2021			46.25
	001-201-633	DOLPHIN ST 94989002		11172021	11/23/2021			50.40
	001-201-633	DOLPHIN ST 94990002		11162021	11/23/2021			687.71
	001-201-633	WM PAYNE 100244003		11162021	11/23/2021			35.77
	001-201-633	WM PAYNE 100245001		11162021	11/23/2021			58.41
001	ALABAMA MEDIA GROUP	220574	12/07/2021	12/01/2021			68.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #21-53-CU		0010156331	11/14/2021	220187		16.44
	001-090-615	PUBLIC NOTICE: GPC #21-56-SE		0010156339	11/14/2021	220187		17.88
	001-090-615	PUBLIC NOTICE: GPC #21-55-CU		0010156344	11/14/2021	220187		16.68
	001-090-615	PUBLIC NOTICE: GPC #21-57-VAR		0010156844	11/14/2021	220187		17.40
001	TEAM ONE COMMUNICATIONS INC	220575	12/07/2021	12/01/2021			759.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	PA AMPLIFIER 30W		9020022311	10/29/2021	220099		375.00
	001-161-639	8" PA HORN; 70V TRANSFORMER		9020022311	10/29/2021	220099		99.00
	001-161-639	LABOR		9020022311	10/29/2021	220099		285.00
001	REYNOLDS WHOLESALE CO	220576	12/07/2021	12/01/2021			186.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	CS BMF TOWELS (4)		70591	11/16/2021	220204		79.80
	001-161-510	DAWN DETERGENT 38OZ (8)		70591	11/16/2021	220204		45.50
	001-161-510	PINE SOL 144OZ (4)		70591	11/16/2021	220204		47.80
	001-161-510	COMET POWDER 21OZ (8)		70591	11/16/2021	220204		13.52

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001	ACTION PRINTING CENTER INC	220577	12/07/2021	12/01/2021			235.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	#10 WINDOW ENVELOPE (2500)		102138	11/18/2021	220102		183.04
	001-100-559	BSN CARDS DET.MCGHEE (500)		102269	11/16/2021	220180		52.50
001	MS FIRE ACADEMY	220578	12/07/2021	12/01/2021			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF 1001 I-II: SHEPPARD,B		28886	07/20/2021	210959		500.00
	001-161-681	FF 1001 I-II: SMALL,J		28886	07/20/2021			500.00
	001-161-681	FF 1001 I-II: WELLS,J		28886	07/20/2021			500.00
001	BAKER MACHINE SHOP	220579	12/07/2021	12/01/2021			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	HEADS FOR 5.7 HEMI: U #12400		824550	09/24/2021	211122		300.00
001	GULF SALES AND SUPPLY INC	220580	12/07/2021	12/01/2021			299.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	AA ALKALINE BATTERY (192)		518136	11/16/2021	220171		124.80
	001-100-638	AAA ALKALINE BATTERY (192)		518136	11/16/2021	220171		138.24
	001-100-559	ENER 4PK 3V LITH BATTERY (6)		518136	11/16/2021	220171		36.00
001	CUSTOM PRODUCTS CORPORATION	220581	12/07/2021	12/01/2021			4,154.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	6X36 STREET SIGN (139)		361061	11/09/2021	220076		4,060.19
	001-201-565	FREIGHT		361061	11/09/2021	220076		94.75
001	GULF BREEZE LANDSCAPING LLC	220582	12/07/2021	12/01/2021			5,485.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	LANDSCAPING: CH CLOCK TOWER		L461	11/10/2021	220112		4,985.00
	001-170-520	LANDSCAPE DEMO: CITY HALL		L460	11/10/2021	220170		500.00
001	SOUTHERN BARKS INC	220584	12/07/2021	12/01/2021			1,230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	80 YDS WOODFIBER MULCH		1506	11/16/2021	220124		1,120.00
	001-170-559	FUEL CHARGE		1506	11/16/2021	220124		110.00
001	PASCAGOULA TIRE & SERVICE INC	220587	12/07/2021	12/01/2021			3,891.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK GT PURSUIT (24)		100328	10/14/2021	220028		3,257.04
	001-205-638	FS DESTINATION (4) V# 6160		100426	10/14/2021	220071		574.64
	001-205-638	THRUST ANGLE ALIGNMENT		100409	10/14/2021	220071		59.99
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	220588	12/07/2021	12/01/2021			786.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	RECEIPT BOOK 2-PART (4)		3492048203	11/05/2021	220177		37.84
	001-022-500	PAPER RED LTR 500/REAM		3492048203	11/05/2021	220177		13.00
	001-022-500	PAPER BLUE LTR 500/REAM		3492048203	11/05/2021	220177		10.22
	001-040-500	SHARPIE FELT PENS BK 4/PK		3492048203	11/05/2021	220177		6.78
	001-040-500	2022 8X11 MTHLY PLANNER (4)		3492048203	11/05/2021	220177		55.40
	001-022-500	EXP FOLDER LGL 10/BOX		3492048203	11/05/2021	220177		32.93

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	220588	12/07/2021	12/01/2021			786.88	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	2022 48X32 CALENDR	3491970058	11/04/2021	220162		34.94	
	001-170-500	TRU RED 8X11 MTHLY PLANNER	3491970058	11/04/2021	220162		13.85	
	001-170-500	COPY PAPER 500/REAM (6)	3492640295	11/13/2021	220199		281.94	
	001-170-500	LEATHER MANAGER CHAIR (2)	3492640295	11/13/2021	220199		299.98	
001	CITY ELECTRIC SUPPLY CO	220590	12/07/2021	12/01/2021			32.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	1/2" ALUM STEM: ROUND A BOUT	PAS076706	11/10/2021	220183		32.00	
001	GULF PRIDE LANDFILL&EARTH MOVING LLC	220591	12/07/2021	12/01/2021			80.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-601	LANDFILL FEE: 19' BOAT	5584	11/17/2021	210968		80.00	
001	CUPIT SIGNS OF MISSISSIPPI INC	220593	12/07/2021	12/01/2021			487.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	6 SIGNS: ROAD WORK AHEAD	33823A	11/09/2021	220178		107.94	
	001-170-615	CHRISTMAS BANNER 3X5 (4)	33830A	11/12/2021	220194		360.00	
	001-170-615	ERC DATE/TIME EXIST BANNER	33830A	11/12/2021	220194		20.00	
001	HOME TOWN LUMBER & SUPPLY INC	220595	12/07/2021	12/01/2021			31.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	3/4X20 REBAR (2)	134301	11/01/2021	220122		31.58	
001	TRI-STAR	220596	12/07/2021	12/01/2021			9,140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-601	DEMO: 2406 AVENIDO DEL PINAR	DEMO004132	11/08/2021	220090		4,860.00	
	001-090-601	DEMO: 2506 RIDGEWAY DRIVE	DEMO004112	10/31/2021	211078		4,280.00	
001	SWEETWATER SOUND HOLDINGS LLC	220597	12/07/2021	12/01/2021			382.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-702	HOSA 0.5' 3.5 TRSF-2 RCAM INS	29584023	11/16/2021	220196		5.50	
	001-092-702	HOSA 15' 3.5 TRSM-3.5 TRSM CAB	29584023	11/16/2021	220196		9.45	
	001-092-702	SHURE CLSD-BACK STUDIO HEADPHN	29584023	11/16/2021	220196		59.00	
	001-092-702	BEHRINGER XENYX MIXER W/USB	29584023	11/16/2021	220196		309.00	
001	GRAFIX SHOPPE	220598	12/07/2021	12/01/2021			98.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	MILITARY TRUCK GRAPHICS	141844	11/05/2021	220172		25.00	
	001-100-638	NEW 4" TALL 70% BLACK STEALTH	141844	11/05/2021	220172		25.00	
	001-100-638	NEW 2" TALL 70% BLACK STEALTH	141844	11/05/2021	220172		25.00	
	001-100-638	ESTIMATED SHIPPING	141844	11/05/2021	220172		23.34	
001	B&H PHOTO-VIDEO	220599	12/07/2021	12/01/2021			846.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-702	INDIPRO TOOLS PANASONIC CABLE	195628294	11/18/2021	220192		79.00	
	001-092-702	PANASONIC LUMIX DIGITAL CAMERA	195628294	11/18/2021	220192		767.50	
001	ADORAMA INC	220600	12/07/2021	12/01/2021			739.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-702	PAN-12-60/3.5-5.6 ASPH POWER	30021515	11/16/2021	220209		488.01	
	001-092-702	ELGATO CAM LINK 4K GAME CPTR	30021515	11/16/2021	220209		124.99	

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001	ADORAMA INC	220600	12/07/2021	12/01/2021			739.46	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-702	MANFROTTO ELEMENT MII ALUM	30021515	11/16/2021	220209		126.46	
001	RJ YOUNG COMPANY LLC	220604	12/07/2021	12/01/2021			4,502.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	RICOH MP C2500 COLOR COPY SYS	INV4495126	11/05/2021	220118		3,607.00	
	001-100-799	LEXMARK C4150 COLOR PRINTER	INV4495127	11/05/2021	220118		895.00	
001	SOUTHERN STATE K9 LLC	220605	12/07/2021	12/01/2021			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	RECERT OF HANDLER / K9 TEAM	2021-42	10/14/2021	220067		350.00	
001	AMAZON COM SALES INC	220611	12/07/2021	12/01/2021			604.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CHRISTMAS GEL FILTER 14 PIECES	1K4JQDNP97	11/13/2021	220190		13.95	
	001-170-559	SHIPPING	1K4JQDNP97	11/13/2021	220190		5.99	
	001-092-702	MALE/FEMALE MICROPHN CABLE (5)	1CQR47974J	11/11/2021	220193		59.95	
	001-092-702	BOUNDARY COND MICROPHN CBL (5)	1CQR47974J	11/11/2021	220193		525.00	
001	OCCUPATIONAL HEALTH CENTER INC	220612	12/07/2021	12/01/2021			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYS: HAMPTON, SENECA	259480	11/09/2021	220135		75.00	
	001-022-604	PRE-EMP DRG SCR:HAMPTON,SENECA	259480	11/09/2021	220135		35.00	
001	ECONOMY BOOTS SALES & SERVICE	220613	12/07/2021	12/01/2021			450.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	CHIPPEWA DUTY BOOTS: LOVETT	11483	10/08/2021	220080		150.00	
	001-161-535	H&H SAFETY DUTY BOOTS: HUDSON	11485	10/08/2021	220079		150.00	
	001-161-535	CHIPPEWA DUTY BOOTS : BARRAS	11484	10/08/2021	220078		150.00	
001	PERKINS TIRE & POLARIS	220614	12/07/2021	12/01/2021			635.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	245/55/18 GDYEAR EAGLE (4)	51622	11/12/2021	220208		540.00	
	001-100-638	MOUNT AND BALANCE (4)	51622	11/12/2021	220208		67.80	
	001-100-638	STEM (4)	51622	11/12/2021	220208		12.00	
	001-100-638	DISPOSAL FEE (4)	51622	11/12/2021	220208		12.00	
	001-100-638	STATE FEE: U #17768	51622	11/12/2021	220208		4.00	
001	AUDIOWAVE INC	220615	12/07/2021	12/01/2021			230.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTL BLUE LED RR(2):RESC TRK	A54630	11/23/2021	220219		230.00	
001	BLACKWATER CONSULTING LLC	220617	12/07/2021	12/01/2021			7,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-688	SERVICES: 11/16-12/15/21	1010	11/23/2021			7,500.00	
001	C SPIRE WIRELESS	220625	12/07/2021	12/02/2021			954.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-605	POLICE CELLS	0032680896	11/11/2021			542.36	
	001-100-699	DATA CARDS (12)	0032680896	11/11/2021			411.96	

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001	BORDIS & DANOS PLLC	220627	12/07/2021	12/02/2021			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	DEC 2021 RETAINER		37	12/01/2021			11,250.00
001	APRIL HAVENS STENNETT	220628	12/07/2021	12/02/2021			464.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	PER DIEM: MANDATORY FEMA TRNG		11062021	11/15/2021			302.72
	001-094-681	BAGGAGE FEE (2)		11062021	11/15/2021			60.00
	001-094-681	TAXI FARE (2) SEATTLE WA		11062021	11/15/2021			101.28
001	JUBILEE DECOR LLC	220634	12/07/2021	12/02/2021			20,245.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-799	METAL CUSTOM ALUMINUM		1437	12/02/2021	220066		7,486.00
	001-170-799	METAL PVC 10-BENCH ARCH		1437	12/02/2021	220066		7,800.00
	001-170-799	FREIGHT CHARGE		1437	12/02/2021	220066		165.00
	001-170-799	FIBERGLASS:FOS-4-42 (SECOND) R		1438	12/02/2021	220176		3,600.00
	001-170-799	BOW & RIBBONS: FB-2-OCR 12" 4		1438	12/02/2021	220176		674.50
	001-170-799	FRIEGHT CHARGE		1438	12/02/2021	220176		519.69
001	MS DEPT OF FINANCE & ADMIN	220635	12/07/2021	12/02/2021			15,141.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2021 COURT ASSESSMENTS		11302021	12/01/2021			15,141.50
001	MS DEPT OF PUBLIC SAFETY	220636	12/07/2021	12/02/2021			912.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2021 SPECIAL ASSESSMENTS		11302021	12/01/2021			912.00
001	MS DEPT OF PUBLIC SAFETY	220637	12/07/2021	12/02/2021			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2021 INTERLOCK FEES		11302021	12/01/2021			50.00
001	JP MORGAN CHASE BANK NA	220638	12/07/2021	12/03/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2021 LEXIS #4254VNBSY		3093586056	11/30/2021			120.00
FUND TOTAL	1 Claims	to	Checks	81 Total	192,010.58	Manual	Held	Total 192,010.58

Docket of Claims
Release date from 12/07/2021 thru 12/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	BBHMG LLC	220601	12/07/2021	12/01/2021			39,143.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-460-740	2022 HONDA PILOT EXL V#7953		70847	11/22/2021	220215		39,143.50
FUND TOTAL	3 Claims	to	Checks	1 Total	39,143.50	Manual	Held	Total 39,143.50

Docket of Claims
Release date from 12/07/2021 thru 12/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	220437	12/07/2021	11/15/2021			4,703.30	
		Description		Invoice #	Date	P.O.	Amount	
		CONST ENG & INS: #3		1131766	11/10/2021			4,703.30
FUND TOTAL 130 Claims	to	Checks	1 Total	4,703.30	Manual	Held	Total	4,703.30

Docket of Claims
Release date from 12/07/2021 thru 12/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	CITY OF MOSS POINT	220545	12/07/2021	11/30/2021			16,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	2011 HARLEY FLHTP #30955		11302021	11/30/2021		8,000.00	
	156-100-799	2011 HARLEY FLHTP #29665		11302021	11/30/2021		8,000.00	
156	HOMETOWN PUBLISHING INC	220607	12/07/2021	12/01/2021			3,290.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	CUSTOM CHALLENGE COIN (1000)		13515	10/28/2021	220108	3,290.00	
FUND TOTAL 156 Claims	to	Checks	2 Total	19,290.00	Manual	Held	Total	19,290.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	HOMETOWN PUBLISHING INC	220608	12/07/2021	12/01/2021			575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	6' TABLE DRAPE (2)		13512	09/09/2021	211082		550.00
	157-100-799	SHIPPING CHARGES		13512	09/09/2021	211082		25.00
FUND TOTAL 157 Claims	to	Checks	1 Total	575.00	Manual	Held	Total	575.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	220626	12/07/2021	12/02/2021			1,597.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2021	11/30/2021			1,597.53
FUND TOTAL 172 Claims	to	Checks	1 Total	1,597.53	Manual	Held	Total	1,597.53

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	220447	12/07/2021	11/18/2021			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2021		3815	11/15/2021			36.50
	176-170-699	SHOPPING CART		3815	11/15/2021			268.50
	176-170-699	WEB SITE MAINT 10/15-11/14/21		3815	11/15/2021			350.00
176	BAY ICE COMPANY INC	220488	12/07/2021	11/29/2021			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MTHLY BOX RENTAL (SEP)		650548	09/30/2021			50.00
	176-170-699	MTHLY BOX RENTAL (OCT)		651454	10/31/2021			50.00
176	HEFLIN ENGINEERING INC	220526	12/07/2021	11/29/2021			4,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-762	DESIGN PHASE 30%		0131	11/18/2021			2,550.00
	176-176-762	ENVIRO PERMITTING 30%		0131	11/18/2021			2,250.00
176	AT&T	220532	12/07/2021	11/30/2021			268.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	11/14/2021			268.95
176	SPARKLIGHT	220534	12/07/2021	11/30/2021			244.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	DEC 2021 SSP: INET #132698937		11132021	11/20/2021			244.80
176	FUELMAN	220547	12/07/2021	11/30/2021			45.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61084160	11/15/2021			45.59
176	SINGING RIVER ELECTRIC COOPERATIVE	220564	12/07/2021	11/30/2021			2,398.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		11182021	11/24/2021			2,048.22
	176-170-631	HOUSE 76855002		11182021	11/24/2021			49.66
	176-170-631	SSP WELCOME CENTER 108928002		11182021	11/24/2021			276.10
	176-170-631	DUMP STATION 109931001		11182021	11/24/2021			25.00
176	MUNRO PRODUCTS INC DBA SOUTHERN	220592	12/07/2021	12/01/2021			247.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	HOOK&EYE SS TURNBUCKLE (18)		129492	11/02/2021	220123		247.50
176	SUNSOUTH LLC	220606	12/07/2021	12/01/2021			1,511.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	2021 JD FRONTIER LP1172		4099839	10/13/2021	220053		1,511.74
176	SENA JONES POTTERY	220609	12/07/2021	12/01/2021			222.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	POTTERY SMALL MUG: (4)		4-2021	11/16/2021	220206		56.00
	176-170-541	LARGE MUGS (6)		4-2021	11/16/2021	220206		105.00
	176-170-541	BOWLS SMALL (2)		4-2021	11/16/2021	220206		21.00
	176-170-541	LARGE BOWL		4-2021	11/16/2021	220206		22.40
	176-170-541	SOUP MUG SMALL		4-2021	11/16/2021	220206		8.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SENA JONES POTTERY	220609	12/07/2021	12/01/2021			222.60	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	SOUP MUG LARGE		4-2021	11/16/2021	220206		9.80
176	R TEE HUT LLC	220610	12/07/2021	12/01/2021			128.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	O KEY RING (6)		001257	11/10/2021	220195		24.00
	176-170-541	PILLOWCASES CHRISTMAS (10)		001257	11/10/2021	220195		60.00
	176-170-541	KOOZIES SHEPARD (22)		001257	11/10/2021	220195		44.00
FUND TOTAL 176 Claims	to	Checks	11 Total	10,623.16	Manual	Held	Total	10,623.16

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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	220632	12/07/2021	12/02/2021			22,118.64	
		Description		Invoice #	Date	P.O.	Amount	
		CONST PH SERVICES		1129279	10/14/2021			22,118.64
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	220633	12/07/2021	12/02/2021			8,284.97	
		Description		Invoice #	Date	P.O.	Amount	
		CONST PH SERVICES		1131770	11/10/2021			8,284.97
FUND TOTAL 303 Claims	to	Checks	2 Total	30,403.61	Manual		Held	Total 30,403.61

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Release date from 12/07/2021 thru 12/07/2021

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	220528	12/07/2021	11/29/2021			93,596.76	
	Description PH 1 SITEWORK			Invoice # 6	Date 11/16/2021	P.O.	Amount	93,596.76
304	JE TALLEY CONSTRUCTION INC Account Number 304-510-778	220529	12/07/2021	11/29/2021			17,233.96	
	Description PH 1 SITEWORK			Invoice # 6	Date 11/16/2021	P.O.	Amount	17,233.96
FUND TOTAL 304 Claims to		Checks	2 Total	110,830.72	Manual		Held	Total 110,830.72

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	220527	12/07/2021	11/29/2021			172,332.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 48.3%		6	11/19/2021		172,332.38	
FUND TOTAL 360 Claims	to	Checks	1 Total	172,332.38	Manual	Held	Total	172,332.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	220388	12/07/2021	11/09/2021			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2021: 2018 BOND DS		12012021	12/01/2021			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	220390	12/07/2021	11/09/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2021: 2019 BOND DS		12012021	12/01/2021			32,000.00
400	ARISTA INFORMATION SYSTEMS INC	220436	12/07/2021	11/15/2021			4,218.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2021 PRINTING 2067001		0004035	10/31/2021			1,147.25
	400-650-698	OCT 2021 POSTAGE 2067001		0004035	10/31/2021			3,071.73
400	COG DEPOSITORY ACCOUNT	220443	12/07/2021	11/16/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092021	11/09/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092021	11/09/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092021	11/09/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092021	11/09/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092021	11/09/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092021	11/09/2021			9,665.99
400	AT&T	220449	12/07/2021	11/18/2021			62.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	11/06/2021			62.46
400	MISSION COMMUNICATIONS LLC	220500	12/07/2021	11/29/2021			1,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ROBERT HIRAM		1057340	11/11/2021			347.40
	400-651-698	RENEWAL: BAYOU PIERRE		1057340	11/11/2021			347.40
	400-651-698	RENEWAL: WEST PARK		1057340	11/11/2021			347.40
	400-651-698	RENEWAL: PLAYERS COVE		1057340	11/11/2021			347.40
	400-651-698	RENEWAL: OCEAN ESTATES		1057340	11/11/2021			347.40
400	ANSER	220524	12/07/2021	11/29/2021			553.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE 11/24-12/21/2021		277-112421	11/24/2021			450.00
	400-650-698	HOLIDAY CHGS		277-112421	11/24/2021			10.00
	400-650-698	540 AGENT MINS 10/27-11/23/21		277-112421	11/24/2021			93.98
400	JACKSON COUNTY UTILITY AUTHORITY	220525	12/07/2021	11/29/2021			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	DEC 2021 TREATMENT CHGS		1436	12/01/2021			230,294.00
400	AT&T	220531	12/07/2021	11/30/2021			136.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	11/14/2021			136.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	220536	12/07/2021	11/30/2021			85.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2021: #107663106		11162021	11/23/2021			85.53
400	SAMPLE HICKS & ASSOCIATES INC	220540	12/07/2021	11/30/2021			3,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	LABOR STNDS: MDEQ RESTORE PROJ		1121-1	11/30/2021			3,450.00
400	FUELMAN	220548	12/07/2021	11/30/2021			246.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61084160	11/15/2021			246.80
400	SEYMOUR ENGINEERING PLLC	220549	12/07/2021	11/30/2021			2,381.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	N SWR EXPANSION: RESTORE		8322	11/30/2021			200.00
	400-650-603	HH/MB SEWER UPGRADES		8322	11/30/2021			700.00
	400-650-603	GENERAL DRAINAGE (NRCS)		8322	11/30/2021			37.50
	400-650-603	DRAINAGE: GRANHURST		8322	11/30/2021			301.25
	400-650-603	DRAINAGE:GOLDHILL,UNIV,PAMELA		8322	11/30/2021			455.00
	400-650-603	STAKE ROW: SUSAN CIRCLE		8322	11/30/2021			250.00
	400-650-603	STAKE UTY EASEMENT: 1854 PAT		8322	11/30/2021			437.50
400	FUELMAN	220552	12/07/2021	11/30/2021			173.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61114742	11/22/2021			173.80
400	FUELMAN	220554	12/07/2021	11/30/2021			185.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61136612	11/29/2021			185.75
400	RJ YOUNG COMPANY LLC	220558	12/07/2021	11/30/2021			249.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV4509584	11/16/2021			166.49
	400-650-698	IMC4500 USAGE:B/W		INV4509584	11/16/2021			9.16
	400-650-698	IMC4500 USAGE:COLOR		INV4509584	11/16/2021			73.50
400	SINGING RIVER ELECTRIC COOPERATIVE	220565	12/07/2021	12/01/2021			26.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		11152021	11/19/2021			26.29
400	SINGING RIVER ELECTRIC COOPERATIVE	220566	12/07/2021	12/01/2021			2,541.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		11152021	11/19/2021			988.40
	400-651-631	LIFT STATIONS 28779		11152021	11/19/2021			89.40
	400-651-631	SCHOONER WELL 20688		11112021	11/17/2021			1,038.99
	400-651-631	LIFT STATIONS 20688		11112021	11/17/2021			424.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	220567	12/07/2021	12/01/2021			7,458.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		11172021	11/23/2021			219.21
	400-651-631	LIFT STATIONS 17882		11172021	11/23/2021			1,989.54
	400-651-631	WATER WELLS 17882		11172021	11/23/2021			3,411.88
	400-651-631	CITY HALL SOUTH 17882		11172021	11/23/2021			1,837.44
400	SINGING RIVER ELECTRIC COOPERATIVE	220568	12/07/2021	12/01/2021			3,268.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		11182021	11/24/2021			261.72
	400-651-631	LIFT STATIONS 17883		11182021	11/24/2021			1,858.95
	400-651-631	LIFT STATIONS 17884		11182021	11/24/2021			1,148.23
400	SINGING RIVER ELECTRIC COOPERATIVE	220569	12/07/2021	12/01/2021			5,233.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		11162021	11/22/2021			64.36
	400-651-631	LIFT STATIONS 89702001		11162021	11/22/2021			25.10
	400-651-631	LIFT STATIONS 17881		11162021	11/22/2021			2,237.89
	400-651-631	WATER WELLS 17881		11162021	11/22/2021			2,906.01
400	HENZE ENTERPRISES INC	220583	12/07/2021	12/01/2021			846.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	90 CY FILL DIRT: GRANHURST DRN		30763	11/18/2021	220203		846.00
400	CONSOLIDATED PIPE & SUPPLY	220585	12/07/2021	12/01/2021			1,343.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2X1 JCM 403-0238X09 CC SDL(5)		3715765000	11/09/2021	220167		155.00
	400-651-581	2 HYMAX 860-54-0054-16 CPLG(4)		3715765000	11/09/2021	220167		480.00
	400-651-581	2 BRS MTR FLG W/2 FLG W/ACC(2)		3715765000	11/09/2021	220167		144.00
	400-651-581	4 DFW 4T/C SDL TEE W/CLMP (12)		3715765000	11/09/2021	220167		504.00
	400-651-581	4 FERNCO 1056-44 CIPVCXCI (12)		3715765000	11/09/2021	220167		60.00
400	C & M ELECTRIC MOTOR SERVICE INC	220586	12/07/2021	12/01/2021			9,042.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	15HP SUB PUMP :LS 26		12401	11/03/2021	220184		3,798.60
	400-651-584	3HP SUB PUMP RPM-1160: TOWNSND		12399	11/01/2021	220201		1,498.60
	400-651-584	3HP SUB PUMP RPM-1765: TOWNSND		12399	11/01/2021	220201		1,298.00
	400-651-584	1-1/2 HP SUB PUMP: JACKSON SQ		12400	11/01/2021	220188		1,298.60
	400-651-584	1-1/2 HP SUB PUMP		12400	11/01/2021	220188		1,148.90
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	220589	12/07/2021	12/01/2021			330.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	2022 PLANNER 8.5X11		3490983665	10/28/2021	220120		24.79
	400-650-500	2022 PLANNER 7X8.75 (3)		3490983665	10/28/2021	220120		43.41
	400-650-500	2022 DESK CALENDAR 17X22 (3)		3490983665	10/28/2021	220120		11.97
	400-650-500	2022 WALL CALENDAR 30X20 (3)		3490983665	10/28/2021	220120		62.94
	400-650-500	LEXMARK TONER CARTRIDGE 51B100		3492370117	11/10/2021	220189		85.16
	400-650-500	BROTHER TN650 TONER CARTRIDGE		3492370117	11/10/2021	220189		102.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	G & O SUPPLY CO, INC	220594	12/07/2021	12/01/2021			2,753.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	24" SMOOTHWALL ADAPTER (2)		G14123	11/02/2021	220164		1,241.14
	400-651-683	24"X18" REDUCER (2)		G14123	11/02/2021	220164		1,281.42
	400-651-683	24" SPLIT COUPLER (2)		G14123	11/02/2021	220164		135.34
	400-651-683	18" SPLIT COUPLER:GRANHURST(2)		G14123	11/02/2021	220164		95.96
400	CORE & MAIN LP	220602	12/07/2021	12/01/2021			852.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	4 CI/PVCXCI/PVC CPLG (12)		P927317	11/18/2021	220185		72.36
	400-651-583	4 SCH40DWV 45 HXH (12)		P927317	11/18/2021	220185		187.20
	400-651-583	4 PVC SCH40 DWV 45 HXSP (12)		P927317	11/18/2021	220185		226.56
	400-651-583	4 PVC SCH40 CPLG 429-040 (12)		P927317	11/18/2021	220185		211.80
	400-651-583	4 SDR35X4 DWV GXG ADP CPLG(12)		P927317	11/18/2021	220185		154.56
400	MUSCO-GULFPORT 1227	220603	12/07/2021	12/01/2021			4,646.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	3" MTR: 4601 GAUTIER VAN RD(2)		0721925	11/10/2021	220083		4,646.00
400	J H WRIGHT & ASSOCIATES INC	220616	12/07/2021	12/01/2021			1,045.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PMPU PHASE MONITOR: JSSC-1		437767	11/05/2021	220166		140.00
	400-651-584	SQUARE-D SURGE PROTECT DEVICE:		438226	11/24/2021	220166		155.00
	400-651-581	2 TECHS/CRANE TRUCK		437752	11/05/2021	220168		700.00
	400-651-581	MISSION ELK RELAY M479:BEASLEY		437752	11/05/2021	220168		50.00
400	REGIONS BANK	220629	12/07/2021	12/02/2021			22,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT: S2020 BOND 11504		G067Z08	12/01/2021			22,050.00
400	REGIONS BANK	220630	12/07/2021	12/02/2021			5,521.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT: S2013 MDB SO BOND		5703	12/02/2021			54,428.13
	400-680-819	LESS ESCROW PAYMENT		5703	12/02/2021			-48,906.25
FUND TOTAL 400 Claims	to	Checks	31 Total	410,162.06 Manual		Held	Total	410,162.06

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	81 Total	192,010.58 Manual	Held	Total	192,010.58
FUND 3 Claims	to	Checks	1 Total	39,143.50 Manual	Held	Total	39,143.50
FUND 130 Claims	to	Checks	1 Total	4,703.30 Manual	Held	Total	4,703.30
FUND 156 Claims	to	Checks	2 Total	19,290.00 Manual	Held	Total	19,290.00
FUND 157 Claims	to	Checks	1 Total	575.00 Manual	Held	Total	575.00
FUND 172 Claims	to	Checks	1 Total	1,597.53 Manual	Held	Total	1,597.53
FUND 176 Claims	to	Checks	11 Total	10,623.16 Manual	Held	Total	10,623.16
FUND 303 Claims	to	Checks	2 Total	30,403.61 Manual	Held	Total	30,403.61
FUND 304 Claims	to	Checks	2 Total	110,830.72 Manual	Held	Total	110,830.72
FUND 360 Claims	to	Checks	1 Total	172,332.38 Manual	Held	Total	172,332.38
FUND 400 Claims	to	Checks	31 Total	410,162.06 Manual	Held	Total	410,162.06
Total for all Funds		Checks	134 Total	991,671.84 Manual	Held	Total	991,671.84

Councilman Colledge made the motion to approve Consent Agenda Items 1-8, 11, and 12, as presented. Councilman Elbin 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 245-2021

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

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

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

ORDER NUMBER 246-2021

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 November 16, 2021 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

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

ORDER NUMBER 247-2021

WHEREAS, the WIOA Out-of-School Youth Program is being offered by MGCCC to participants having basic work skills and experience to help prepare these individuals for available jobs in the local labor market; and

WHEREAS, participants must work a maximum of 25 hours per week and up to 600 hours total in the program; and

WHEREAS, participants will be paid the wage rate of \$10.00 an hour through a staffing agency, designated by SMPDD and MGCCC; and

WHEREAS, this program will not result in any cost to the City of Gautier;

WHEREAS, the Mayor and Council Members hereby find that approval of the attached agreement 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 attached Work Experience Worksite Agreement is hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 11/04/2021
Subject: Approval of a Work Experience Worksite Agreement

REQUEST:

The Parks and Recreation Director requests the approval of a Work Experience Worksite Agreement between Mississippi Gulf Coast Community College, the MGCCC WIOA Out of School Youth Program (WOSYP) provider and the City of Gautier.

BACKGROUND:

This WIOA Out of School Youth Program will provide MGCCC participants with basic work skills/experience to help better prepare participants to compete for available jobs in the local labor market.

DISCUSSION:

Participants may work a maximum of 25 hours per week and up to 600 hours total in the program. Participants will be paid the wage rate of \$10.00 an hour through the staffing agency, designated by SMPDD and MGCCC. This program will not incur any cost to the City.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Work Experience Worksite Agreement.

The City Council may:

1. Approve the Work Experience Worksite Agreement or;
2. Not approve the Work Experience Worksite Agreement.

ATTACHMENTS:

1. Work Experience Worksite Agreement



**MGCCC WIOA Out-of-School Youth Program (WOSYP)
Work Experience Worksite Agreement**

This worksite agreement is between **MISSISSIPPI GULF COAST COMMUNITY COLLEGE**, (the MGCCC WIOA Out-of-School Youth Program (WOSYP) provider) and the City of Gautier (the worksite provider). The purpose of this agreement is to set forth the guidelines to provide MGCCC WYOSP participants with basic work skills/experience to have better prepare participants to compete for available jobs in the local labor market.

Section I: Terms for City of Gautier, Mississippi (hereinafter, the City)

1. MGCCC has established the WYOSP in order to afford participants with basic work skills/experience in order to compete for available jobs in the local labor market.
2. The City of Gautier agrees to provide an approved working environment for MGCCC WYOSP participants.
3. At no time will the MGCCC WYOSP participants be considered employees of the City.
4. The City will not be responsible for paying the wages of MGCCC WYOSP participants.
5. The City will not be responsible for providing benefits to MGCCC WYOSP participants.
6. MGCCC WYOSP participants may work in a City working environment for a maximum of 25 hours per week, and up to 600 hours total, provided funds are available.
7. Sufficient work must be available to occupy the participant.
8. The worksite will comply with all regulations of Mississippi Gulf Coast Community College WOSYP.
9. The employer must provide a sanitary and safe environment as stipulated under the most current CDC guidelines.
10. No participant shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or belief, be discriminated against or denied participation.
11. The City will notify the **MGCCC WIOA Services Coordinator** if a participant quits or fails to report to work.
12. Participants should be treated similar to employees in the tasks they are given. The City, in its sole discretion, or its supervising representative may dismiss a participant from the worksite and notify the **MGCCC WIOA Services Coordinator**. If a problem with a participant arises, the **MGCCC WIOA Services Coordinator** should be notified immediately. The participant may be terminated from the work experience component of the program.
13. The City will verify and approve the participant's time and attendance report, then submit to an entity designated by SMPDD and MGCCC in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the **MGCCC WIOA Services Coordinator** for action. Excessive unexcused absences will result in dismissal from the program by MGCCC.
14. **MGCCC WIOA Services Coordinator** will monitor the participant on a regular basis.
15. The City will notify the **MGCCC WIOA Services Coordinator** of the receipt of any written or oral complaint relating to the conditions of this agreement and will assist in any investigation undertaken to ascertain facts relevant to the complaint.
16. The City will perform an evaluation on each work experience participant at the end of the work place experience.

Section II Regulations for MISSISSIPPI GULF COAST COMMUNITY COLLEGE MGCCC WOSYP

1. The entity designated by SMPDD and MGCCC will provide electronic forms to maintain the participant's record time and attendance. The electronic time card **MUST** be signed weekly by the participant and City supervisor, and submitted to entity designated by SMPDD and MGCCC, in a timely manner.
2. Participant will be paid the wage rate of **\$10.00/hour** or the current minimum wage rate per hour, whichever is less. MGCCC WYOSP participants will be paid by the Temp Staffing Agency, designated by SMPDD and MGCCC. MGCCC WOSYP participants are authorized to work a **maximum of 25 hours a week** and **up to 600 hours total**, provided funds are available.
3. Accidents occurring on the job should be reported promptly to:

MGCCC WIOA Services Coordinator

Phone Number – 228-712-30200

Email – Lawanna.stringfield@mgccc.edu

4. The MGCCC WIOA Youth Instructor will monitor all job site(s) in order to ensure that this agreement is being carried out properly.

The City and the MGCCC WOSYP provider will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience element of the MGCCC (WOSYP).

Section III Statement of Work

1. Name of Agency: _____
2. Type of Agency: _____
(i.e., Private Non-Profit, County, Federal, etc.)
3. Address: _____ City: _____ State: _____ Zip: _____
4. Regular Functions of Agency: _____
5. Contact Person and Number: _____
6. Employer Hours: _____ 7. Maximum # of Enrollees: _____

This worksite employer and the provider will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience element of the WIOA Out-of-School Youth Program.

WIOA Title I-financially assisted program is an equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

Mississippi Gulf Coast Community College is an Equal Opportunity Employer and welcomes students and employees without regard of race, color, religion, national origin, sex, age or qualified disability. For further information, contact the Equal Opportunity Officer at a Mississippi Gulf Coast Community college Center, Campus, or the District Office. Compliance is coordinated by the Vice President for Administration and Finance, Perkins Ion Campus, P. O. Box 609, Perkinston, Mississippi 39573, telephone number 601-928-5211.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights; Room, 326-W. Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. Funding provided by United States Department of Agriculture.

**WORKFORCE DEVELOPMENT AREA
WORK EXPERIENCE WORKSITE AGREEMENT**

This Agreement is made between (1) **Mississippi Gulf Coast Community College**, hereafter called Youth Provider and (2) The City of Gautier, hereafter called City, in order to provide meaningful work experience and supervision to participant(s) in accordance with the above terms.

City of Gautier INFORMATION	Company Name:		
	Type of agency: (Private, non-profit, county, city, federal, etc.)		
	Address:		
	City, State, Zip Code:		
	Contact .Person:		
	Contact Person Phone Number:		
	Contact Person Email:		
	Employer Hours of Operation:		
	Location of Training Facility;		
WORK EXPERIENCE INFORMATION	TRAINING OCCUPATIONS	NUMBER OF PARTICIPANTS	SUPERVISOR'S NAME
Please list the main duties that the youth participants will perform (you may attach a job description in lieu of completing this information).			
Please list the work experience that the participants will gain to make them more marketable for future employment.			

Employer/Authorized Representative's
Signature

Print Name and Title

Date

Youth Provider's Signature

Print Name and Title

Date

WORKSITE AGREEMENT

General Assurances

The City of Gautier agrees to provide constructive and meaningful work experience for the youth participant as follows and ensures that:

1. Each worksite supervisor shall be provided a supervisor orientation for the program.
 2. The participant duties and activities are described in this agreement.
 3. The City shall provide the participant with an orientation to the requirements of the job work rules, expectations, hours of work and any other special requirements of the City.
 4. The worksite will provide a sufficient quantity of work/training to fully occupy the participant.
 5. The City shall be committed to mentoring the participant so that the participant will understand the overall importance of the work.
 6. The worksite will provide all necessary materials, supplies and equipment for the purpose of completing assigned tasks.
 7. The worksite will ensure constant supervision of participants and of tasks performed.
 8. The worksite supervisor will notify the youth provider immediately of poor performance and behavior, irregular or lack of attendance and injury on the job.
 9. Participants should be treated similar to employees in the tasks they are given. The City, in its sole discretion, or its supervising representative may dismiss a participant from the worksite and notify the **MGCCC WIOA Services Coordinator**. The City agrees to provide supervision and instruction to the participant when using equipment and tools necessary to perform the job.
 10. Accurate time and attendance records are completed on a daily basis that the hours recorded will only reflect the hours that the participant worked.
 11. The City will perform evaluations on each participant.
- **MONITORING**: The City understands that the Youth Provider, Twin Districts Workforce Development Area or any other such related agencies may monitor the worksite to ensure compliance with rules and regulations.
 - **EMPLOYEE DISPLACEMENT / REPLACEMENT**: No participant shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits) any currently employed employee. In addition, a participant may not replace an unsubsidized employee that has been laid off or terminated.
 - **WORKERS COMPENSATION**: The YOUTH PROVIDER (not the City) is responsible for job related injuries to the participant and will provide insurance through Workers Compensation. The City / worksite supervisor MUST contact the Youth Provider immediately upon a workplace injury of a participant.
 - **HEALTH AND SAFETY**: No participant will be permitted to work or train in buildings or surroundings under working conditions that are unsanitary, hazardous or dangerous to the participant's health or safety. The City agrees to maintain a drug free workplace and compliance with OSHA. The parties agree to comply with Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA).
 - **INAPPROPRIATE ACTIVITIES**: No participant will be placed in unapproved activities. If participants are

found to be placed in unapproved activities, the participant will be immediately removed from the worksite. No participant will be allowed to work on construction sites, swimming pool, aquarium, zoo or a place of religious worship. Participants are prohibited from direct supervision of minors.

- **NEPOTISM:** No participant may be placed in a work experience activity where an immediate family member is the supervisor.
- **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The City agrees to maintain the confidentiality of any information regarding the participants, which may be obtained through application forms, interview, test, the youth provider or any other source, unless required by law to disclose said information.
- **EQUAL OPPORTUNITY:** The City agrees not to discriminate against any participant because of age, sex, race, creed, color, religion, political belief or affiliation, sex, national origin or disability.

The City agrees to comply with the regulations of the Workforce Innovation and Opportunity Act, The Twin Districts Workforce Development Area and the youth provider.

- **TERMINATION OF AGREEMENT:** The worksite agreement may be terminated by the YOUTH PROVIDER when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur in the sole discretion of the City.
- **CONFLICT OF INTEREST:** This agreement is subject to the Twin Districts Workforce Development Area Conflict of Interest Policy, which states that any representative of an entity that has oversight of TDWDA funds shall not enter into a contract or agreement involving the said funds. This prohibition applies to all private sector individuals and entities, regardless of whether the individual or entity is operating a not for profit business who serves on a TDWDA board or committee. The prohibition does not extend to representatives of public entities or the public sector.
- The YOUTH PROVIDER will have the right to visit the worksite for observation and monitoring.
- The YOUTH PROVIDER will provide the worksite supervisor with a supervisor orientation prior to placing participants at the worksite.

CITY OF GAUTIER SIGNATURE

PRINT NAME

JOB TITLE

DATE

MGCCC SIGNATURE

PRINT NAME

JOB TITLE

DATE

Twin Districts Workforce Development Area Worksite Program Guidelines

The purpose of this instrument is to set forth guidelines for employers who participate in the Twin Districts Workforce Development Area Veterans Internship Program.

1. Sufficient work must be available to occupy the participant.
2. The worksite will have proper equipment and/or materials to perform task assigned to each participant.
3. Working conditions are safe and sanitary for each participant.
4. The employer must provide a sanitary and safe environment as stipulated under the most current Covid-19 guidelines.
5. No enrollee shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or any federal "protected class" be discriminated against in employment while a participant.
6. Participants may not be employed on hazardous jobs, or operation or maintenance of a facility that is used for religious instruction or worship.
7. The employer will notify the **MGCCC** Case Manager if a participant is discharged or voluntarily resigns.
8. The employer must complete an evaluation form at the completion of the work experience.
9. A representative of **MGCCC** may monitor the worksite.
10. Participants are not allowed to work overtime.
11. Participants will not be allowed to travel.
12. Current employees shall not be displaced by any internship participant.
13. Participants are to work a maximum of 20 hours per week.
14. Employers are responsible for giving interns meaningful training/assignments, effective supervision and ensure interns are aware of company policies and regulations.
15. The Twin Districts Workforce Development Area will determine the length of time a participant may stay in the Work Experience Program with an employer.
16. Participant will be allowed to attend any meetings set by The Twin Districts Workforce Development Area or **MGCCC**.

By signing this instrument, the Signatory Official attests that the company will adhere to the above guidelines.

Name

Title

Date

Phone

Email

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

RESOLUTION NUMBER 143-2021

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING OFFICE EQUIPMENT AND FURNITURE FROM THE INVENTORY OF THE GAUTIER POLICE DEPARTMENT AND TO DECLARE SAME SURPLUS

WHEREAS, the Gautier Police Department is requesting the following office equipment be removed from inventory and declared surplus:

- Sharp Copier - (City ID #352)
- Dell Laptops – (City ID #s 2564,564,436)
 - Dell Monitor – (City ID #2298)
- Optopex Computer – (City ID #1692)
- Portable Intoxilizer – (City ID #1511)
- Chairs - (City ID #s 598,595,596,597)

WHEREAS, the Mayor and Members of the Council have determined that given the condition of the equipment and furniture, these items have no value, and therefore removal from inventory and declaring as surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment and furniture described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **Councilman Colledge**, seconded by **Councilman Elbin**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th of December, 2021.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond, Police Captain
Through: Terrassa Montgomery, City Clerk
Date: November 16, 2021
Subject: Authorization to remove office equipment from Inventory.

REQUEST:

City Council authorization is requested for the City to remove a Sharp Copier(City ID 352), , Dell Laptop (City ID 2564), Optoplex Computer (City ID 1692), Dell Laptop (City ID 564), Dell Monitor (2298), Dell Laptop (City ID 436), Portable Intoxilizer (1511), Chairs City IDs 598,595,596,597) from Police Department Inventory.

BACKGROUND:

The office equipment is outdated and no longer supported by vendors for repairs. The chairs and intoxilizer are both broken.

DISCUSSION:

The items listed are outdated or broken and have been replaced with newer equipment.

RECOMMENDATION:

Police Department recommends the City Council authorize the removal of the above described items from the Police Department Inventory and declared it as surplus.

Attachments:

A list of all equipment to be removed from inventory

CITY OF GAUTIER

TO: GAUTIER CITY COUNCIL

FROM: _____Gautier Police Department_____

DATE: _____November 16, 2021_____

RE: REMOVAL OF INVENTORY

Please remove the following items from our inventory:

Asset Number: Department: ___Police_____

Description: Shaper Copier(City ID 352), Dell Laptop (City ID 2564), Optoplex Computer (City ID 1692),
Dell Laptop (City ID 564), Dell Monitor (2298), Dell Laptop (City ID 436), Portable Intoxilizer (1511),
Chairs City IDs 598,595,596,597)

Serial No: _____ Model No: _____

Reason: (Circle One)

Stolen, Lost, Surplus, Damaged

NOTE: Please provide a copy of this form to the purchasing clerk.

(Authorized Signature)

(Date)

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

ORDER NUMBER 248-2021

WHEREAS, a Mutual Aid Agreement between the City of Gautier and Keesler Air Force Base Fire Department was signed on March 15, 2016; and

WHEREAS, since then, there have been changes made to the agreement due to the use of firefighting foams; and

WHEREAS, this clause is now required by HQAF to be included in all USAF Mutual Aid agreements; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the Mutual Aid Agreement between the City of Gautier and Keesler Air Force Base Fire Department is hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

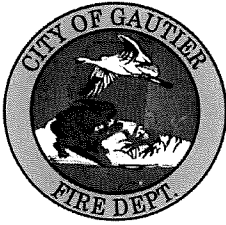
NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 7, 2021.



GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

"Proudly protecting Natures Playground"

To: Paula Yancey, City Manager and City Council

From: Josh Latch, Gautier Fire Chief

Date: 11/29/2021

Subject: Updating Mutual Aid Agreement with Keesler Air Force Base Fire Department

Request:

Update the Mutual Aid Agreement between the City of Gautier and Keesler Air Force Fire Department.

Background:

A Mutual Aid Agreement was signed on March 15th 2016 for twenty years. Since then there have been changes made to the agreement due to the use of firefighting foams. This agreement allows the City of Gautier Fire Department and the Air Force located at Keesler Air Force Base, MS to secure mutual aid in fire protection services. This agreement applies to the fire protection that the City of Gautier provides to the residential area on Hwy 57 north of Interstate 10 known as the "Military Housing" complex which lies within the jurisdiction of the City of Gautier Fire Department

Recommendation:

Staff Recommends that City Council approve the Mutual Aid Agreement. Keesler Air Force Fire Department is a great asset to have with the highway, interstate and railway running through our city.

Attachments:

1. Mutual Aid Agreement Summary
2. Signed March 2016 Mutual Aid Agreement
3. New Mutual Aid Agreement
4. Memo from Pentagon

* Information - 10-21

STAFF SUMMARY SHEET							
#	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE	#	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	81 CES/CC	Coord		6	81 TRW/CV	Coord	
2	81 TRW/JA	Coord		7	81 TRW/CC	Sign	
3	81 MSG/CD	Coord		8	81 CES/CEF	Action	
4	81 MSG/CC	Coord		9			
5	81 TRW/CCE	Coord		10			
SURNAME OF ACTION OFFICER AND GRADE			SYMBOL	PHONE		TYPIST'S INITIALS	SUSPENSE DATE
James Donnett, GS-12, DAFC, Fire Chief			81 CES/CEF	377-3333		jdd	20211110
SUBJECT							DATE
City of Gautier Mutual Aid Agreement 2021- Fire Protection and Haz Mat Incident Response							20210923
SUMMARY Attachments 1. Purpose. Renew the Mutual Aid Agreement with the City of Gautier Fire Department to provide fire protection/hazardous materials incident response coverage for Keesler AFB, MS and Gautier, MS. The Mutual aid agreement ensures agencies will have fire staffing, vehicles, and equipment on scene to mitigate major responses on Keesler AFB, MS and in City of Gautier, MS. AFI 32-2001, AF FES Program, vsn 2018, attachment 2, Mutual Aid (US) template updated paragraph (f) to add indemnity/hold harmless clause for use of fire-fighting foam by USAF. This clause is now required by HQAF to be included in all USAF Mutual Aid agreements if possible (Tab 4). 2. Background. IAW AFI 32-2001, AF Fire Emergency Services Program, 2018 vsn, the installation commander may establish a Mutual Aid Agreement (MAA) with civilian communities or other government agencies to offset shortfalls in fire protection staffing, vehicles and equipment for both communities, if MAA does not violate the prohibitions of 10 USC 2465, Prohibition on Contracts for Performance of Fire Fighting or Security-Guard Functions. Fire chiefs manage MAA's, and are encouraged to seek mutual aid agreements with surrounding communities to increase capabilities at large fire protection incidents. Honor requests for assistance under such agreements except when an actual fire protection incident is in progress on the installation, or when supporting request would reduce AF Fire Protection capability below Critical Level Service (CLS). Fire chief recommends Keesler renew Mutual Aid Agreement with City of Gautier to increase response capabilities of both departments. For your reference, attached (Tab 2) is the existing Mutual Aid Agreement with the City of Gautier Fire Department.. 3. Recommendation. 81 TRW/CC sign Mutual Aid Agreement at (Tab 1)  JD DONNETT, GS-12, DAFC Fire Chief, Keesler AFB, MS 4 Tabs 1. Gautier Mutual Aid Agreement 2. 2016 Gautier Mutual Aid Agreement 3. AFI 32-2001, 2018, AF FES Program, MAA template 4. HQAF Memo: Cease Off-Installation Use of AFFF in Mutual Aid Response, Aug 21							

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ____ day of _____ 202__, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander 81st Training Wing, Keesler AFB, MS, pursuant to the authority of 42 U.S.C. § 1856a and the ~~Fire Department~~City of Gautier, MS. Together the Air Force and the City of Gautier ~~Fire Department~~ are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Keesler AFB fire department by a representative of the Gautier fire department, fire protection equipment and personnel of the Keesler AFB fire department will be dispatched to any point within the area for which the Gautier fire department normally provides fire protection services as designated by the representatives of the Gautier fire department.
- d. On request to a representative of the Gautier fire department by a representative of the Keesler AFB fire department, fire protection equipment and personnel of the Gautier fire department will be dispatched to any point within the jurisdiction of the Keesler AFB fire department as designated by the representative of the Keesler AFB fire department.
- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will 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 fire protection.

(4). HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Gautier fire department normally provides fire protection services, the chief of the Keesler AFB fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Keesler AFB fire department to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), ~~the City of Gautier fire department~~ is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, ~~to the extent permissible under Mississippi law, the City of Gautier fire department~~ agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Gautier fire department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Gautier fire department's obligation under this

paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Gautier fire department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. To the extent permissible under Mississippi law, eEach Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by 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 fire department under this Agreement will, at the time of such action, be an employee or volunteer member of Gautier fire department

j. 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.

k. Neither Party will hold the other Party 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 fire protection services needed within their own jurisdictions.

l. Disputes.
Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated

at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Gautier's ~~fire department~~ obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. 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 a nationally- recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Keesler Air Force Base, Mississippi
c/o Commander
81st TRW
720 Chappie James Ave
Keesler AFB, MS 39534

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Keesler AFB, MS
c/o Installation Fire Chief
802 Hangar Rd., Bldg. 4225
Keesler AFB, MS 39534

For Gautier Fire Department
Attention to: Fire Chief
2502 College Circle
Gautier, MS 39553

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total 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 180 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 Air Force understands and accepts that pursuant to Mississippi law, this agreement ~~must be ratified~~is voidable by each newly elected city council to remain effective.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. 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.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Gautier Fire Department

By: _____

Name: CASEY VAUGHAN

Mayor, City of Gautier

Date: _____

By: _____

Name: PAULA YANCEY

City Manager, City of Gautier

Date: _____

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____

Name: WILLIAM H. HUNTER, Colonel, USAF

COMMANDER, 81st TRW
Keesler AFB, MS

Date: _____

AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ____ day of _____ 202__, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander 81st Training Wing, Keesler AFB, MS, pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of Gautier, MS. Together the Air Force and Gautier Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and AFI 32-2001, Fire and Emergency Services Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Keesler AFB fire department by a representative of the Gautier fire department, fire protection equipment and personnel of the Keesler AFB fire department will be dispatched to any point within the area for which the Gautier fire department normally provides fire protection services as designated by the representatives of the Gautier fire department.
- d. On request to a representative of the Gautier fire department by a representative of the Keesler AFB fire department, fire protection equipment and personnel of the Gautier fire department will be dispatched to any point within the jurisdiction of the Keesler AFB fire department as designated by the representative of the Keesler AFB fire department.
- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

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(4). HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Gautier fire department normally provides fire protection services, the chief of the Keesler AFB fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Keesler AFB fire department to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Gautier fire department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, Gautier fire department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Gautier fire department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Gautier fire department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that

may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Gautier fire department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by 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 fire department under this Agreement will, at the time of such action, be an employee or volunteer member of Gautier fire department

j. 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.

k. Neither Party will hold the other Party 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 fire protection services needed within their own jurisdictions.

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1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a

master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).

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For the Air Force:

Keesler Air Force Base, Mississippi
c/o Commander
81st TRW
720 Chappie James Ave
Keesler AFB, MS 39534

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

Keesler AFB, MS
c/o Installation Fire Chief
802 Hangar Rd., Bldg. 4225
Keesler AFB, MS 39534

For Gautier Fire Department
Attention to: Fire Chief
2502 College Circle
Gautier, MS 39553

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term") and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total 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 180 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 Air

Force understands and accepts that pursuant to Mississippi law, this agreement must be ratified by each newly elected city council to remain effective.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. 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.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Gautier Fire Department

By: _____

Name: CASEY VAUGHAN

Mayor, City of Gautier

Date: _____

By: _____

Name: PAULA YANCEY

City Manager, City of Gautier

Date: _____

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____

Name: WILLIAM H. HUNTER, Colonel, USAF

COMMANDER, 81st TRW
Keesler AFB, MS

Date: 20 OCT 21



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE
WASHINGTON, DC

MEMORANDUM FOR MAJCOM/CDs
NGB/CR
USSF/COO
AFIMSC/CC

FROM: HQ USAF/A4
1030 Air Force Pentagon
Washington, DC 20330-1030

SUBJECT: Cease Off-installation Use of Aqueous Film Forming Foam in Mutual Aid Response

Under the authority in Air Force Mission Directive 1-38, section A1.92, I am directing installations to immediately cease off-installation use of Aqueous Film Forming Foam (AFFF) for mutual aid. The exception is for mutual aid agreements that meet all three of the following criteria: 1) include the specific indemnity clause in AFI 32-2001, *Fire and Emergency Services Program*, dated 28 Sep 18, Attachment 2, Figure A2.1, paragraph f., 2) the installation judge advocate reviewed the agreement and determined the indemnity clause was legally sufficient and 3) the agreement is signed by the installation commander and an authorized public or government official of which the agreement is made with said community.

The Air Force is committed to the safety and well-being of its personnel and the general public, both on- and off-installations. In 2016, the Air Force limited routine checks of fire truck foam discharge systems except under certain conditions (see attachment at paragraph g.). The Air Force further limited its use of AFFF to emergencies only, as determined by the incident commander. My direction is consistent with previous policy in that the use of AFFF off-installation must be at the request of the incident commander in accordance with the conditions set forth in this memo and AFI 32-2001, namely that off-installation jurisdictions must agree to hold the Air Force harmless for the application of AFFF they request and direct to be used.

The installation commander is the senior installation authority when supporting mutual aid requests. The installation fire chief manages mutual aid agreements with local fire officials on behalf of the installation commander. We recognize the critical importance of partnerships forged through mutual aid at your installation. This direction is not intended to impact any other provisions within current mutual aid agreements.

My point of contact for this direction is the Air Force Fire Chief, Mr. Timothy Pitman, (571) 214-3538, timothy.pitman.1@us.af.mil.

BERRY.WARRE: Digitally signed by
N.D.1032089964 BERRY.WARREN.D.1032089964
Date: 2021.08.27 12:15:25 -04'00'

WARREN D. BERRY
Lieutenant General, USAF
DCS/Logistics, Engineering & Force Protection

Attachment:
SAF/IE Policy on Perfluorinated Compounds (PFCs) of Concern, 11 Aug 2016

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

ORDER NUMBER 249-2021

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 4th at 3:00pm at the Singing River Mall Property; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, Gautier Pride Inc. has offered to provide a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 4th is hereby approved and accepted.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

GAUTIER PRIDE INC.
P O BOX 598
GAUTIER, MS 39553

1068
85-136/653

11/23/21

DATE

PAY TO THE ORDER OF

Notand Clerk

City of Gautier
Eight thousand ~~00~~ ⁰⁰/₁₀₀

\$ 8,000 ⁰⁰/₁₀₀

DOLLARS



Photo
Safe
Deposit™
Details on back

M&M
MERCHANT & MARINE
BANK

Member FDIC

FOR

Fire works

Carla Pouncey

MP

06530134 [REDACTED]

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

ORDER NUMBER 250-2021

WHEREAS, the City entered into a contract with Alliance Collection Services, Inc. on January 16, 2018 for collection services on both the Utility and Court Department; and

WHEREAS, the City has determined that these services are no longer required from Alliance Collection Services, Inc., and as such, termination of the contract is in the best interest of the City; and

WHEREAS, pursuant to the terms of that contract, the City may terminate the agreement without cause upon sixty (60) days notice to Alliance Collection Service, Inc.;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Alliance Collection Services, Inc., contract is hereby authorized; and

IT IS FURTHER ORDERED that written notice of such termination be provided to Alliance Collection Service, Inc. immediately; and

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

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

ORDER NUMBER 251-2021

WHEREAS, the City of Gautier requests that the City enter into a Staffing Agreement with Express Employment Professionals due to staffing shortages; and

WHEREAS, Express Employment Professionals hires associates as Express Employees and provides all wages, taxes, withholding, workers' compensation, and unemployment insurance; and

WHEREAS, these Express Employees will be assigned to perform only the job duties the City will specify; and

WHEREAS, Express complies with all state, federal, and local employment laws and regulations, as applicable; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Agreement between Express Employment Professionals and the City of Gautier is hereby approved, contingent upon review and approval by the city attorney, including any legal changes required by law.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

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 December 7, 2021.

Express Employment Professionals would like to thank you for allowing us the opportunity to partner with you and your team. We know that your time is valuable, and we are especially grateful that you are allowing us to discuss/review proposal options.

At Express Employment Professionals, we comply with all applicable Federal, State, and Local employment laws and regulations, including the Equal Employment Opportunity Act and Fair Labor Standards Act.

City of Gautier

Position – Grounds keepers & Maintenance operators

Pay rate:	Service rate:
\$11.00	\$16.28
\$12.00	\$17.64
\$13.00	\$18.98
\$14.00	\$20.29

The service rate applied includes many components:

- Advertising & Recruiting
- Interviewing & Pre-Screening
- Position appropriate testing
- Workers Compensation
- General Liability Coverage (Certificate Available Upon Request)
- Weekly Paychecks to associates
- Federal and State Payroll taxes
- Social Security taxes
- Bonding
- Drug testing
- Background / MVR Checks (As Requested)
- Associate benefits

It is also important to note that you as the client will have the opportunity to consider our Evaluation Hire. The Evaluation Hire program allows you to directly hire our associate after he/she has completed 500 hours of service.



Chad Purdy
COO / Franchisee
Express Employment Professionals
11/17/2021

Name: _____
Position: _____
Date: _____

Baton Rouge
3888 S. Sherwood Forest Blvd.
Baton Rouge, LA 70816
(225) 926-5627

Metairie
701 David Dr.
Metairie, LA 70003
(504) 733-0000

Biloxi
979 Tommy Munro Dr.
Biloxi, MS 39532
(228) 868-5447

Hattiesburg
4700 Hardy St.
Hattiesburg, MS 39402
(601) 264-9060

Auburn
2436 E. University Dr.
Auburn, AL 36830
(334) 246-3910



Staffing Agreement

Office Number and Location:

This Agreement is made and entered into this ____ day of _____, 20__, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of _____ (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (print): _____ Title: _____

Agent's Signature: _____

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

ORDER NUMBER 252-2021

WHEREAS, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, April Stennett already serves as applicant agent on all other disaster projects; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, which April Stennett will be designated as Applicant's Agent for the City of Gautier for Hurricane Ida Projects (FEMA-4626-DR-MS) projects as of December 7, 2021, and the execution of the State-Local Disaster Assistance Agreement is hereby approved.

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

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

AYES: Casey Vaughan
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/30/2021
Subject: Designation of Applicant's Agent for Hurricane Ida Projects (FEMA-4626-DR-MS)

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Ida (FEMA-4626-DR-MS) projects to April Stennett and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

An applicant agent form must be submitted for each disaster. April Stennett is serving as applicant agent on all other disaster projects.

RECOMMENDATION:

City staff recommend that the Grants & Projects Director, April Stennett, be designated as the Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENTS:

1. Applicant Agent and Funding Agreement

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4626-DR-MS

Entity's Name: _____

Governing Body Type: City Council

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: 228-219-8016

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: Mayor

Date: 12/7/2021

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4626 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME:

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

		12/7/21
NAME (Print)	SIGNATURE	DATE

Applicant Agent:

		12/7/21
NAME (Print)	SIGNATURE	DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director		
NAME	SIGNATURE	DATE



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: 964447817

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 3330 Hwy. 90

City Gautier State MS

9-digit Zip (Must have 9 digit) 39553 - 5124 Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov? No

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name:
Agency: City of Gautier
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

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

ORDER NUMBER 253-2021

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 December 2021 in the amount of \$5,612.31 is hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

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

ORDER NUMBER 254-2021

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 Report for November 2021 is 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 **Councilman Colledge**, seconded by **Councilman Elbin**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

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 December 7, 2021.

		City of Gautier		
		Business Registry		
		Nov-21		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1742	2022-11-0007543	Coastecetic Cleaning Services	\$20.00	New Business
1667	2022-10-0007544	No Mirrors Barber Studio	\$22.00	Delinquent
84	2022-11-0007545	DJ's Automotive	\$20.00	Current
1662	2022-09-0007546	Amazing Pressure Washing, LLC	\$22.20	Delinquent
1453	2022-11-0007547	Divine Inspirations Learning Center	\$30.00	Current
1743	2022-11-0007548	Tada Taxes	\$20.00	New Business
1356	2022-03-0007549	Magically Fun Vacations	\$23.40	Delinquent
1637	2022-12-0007550	Brass Hanger of South Ms	\$36.00	Current
1633	2022-11-0007551	Pin-Ups Spa & Boutique	\$20.00	Current
1505	2022-10-0007552	Kay Lynn Salon	\$22.00	Delinquent
1177	2022-10-0007553	Firestone of Gautier	\$22.00	Delinquent
140	2022-12-0007554	Brewer Optical	\$45.00	Current
1456	2022-12-0007555	Barnlight Property Solutions, LLC	\$20.00	Current
142	2022-12-0007556	Check Plus	\$20.00	Current
79	2022-11-0007557	Coldwell Banker	\$30.00	Current
158	2022-12-0007558	Mallette Brothers Construction	\$150.00	Current
1744	2022-11-0007559	Davison's Roll Up	\$20.00	New Business
1511	2022-12-0007560	One Stop of Gautier	\$40.00	Current
946	2022-12-0007561	Sarah Bragg Real Estate	\$20.00	Current
1193	2022-12-0007562	Tradewinds DBA/Bob the Plumber	\$20.00	Current
150	2022-11-0007563	Flowers by Evelyn/T&E Apparel	\$20.00	Current
112	2022-11-0007564	Highway 90 Pawn & Gun Inc	\$500.00	Current
1673	2022-12-0007565	IOP Community LLC	\$20.00	Current
754	2022-12-0007566	Digital Enterprises	\$20.00	Current
1668	2022-11-0007567	Martin Towing & Transport	\$20.00	Current
1513	2022-12-0007568	Gautier Lock Storage	\$20.00	Current
1632	2022-11-0007569	Gulf Coast Air Solutions	\$20.00	Current
1669	2022-11-0007570	Compassionate Senior Health	\$20.00	Current
1674	2022-12-0007571	Heart & Soul Dining	\$20.00	Current
1630	2022-11-0007572	Dust Bunny Janitorial	\$30.00	Current
1037	2022-12-0007575	BML Auto Service	\$20.00	Current
1745	2022-11-0007576	Hickory Hill Country Club & Resort	\$65.00	New Business
1678		Life Lessons LLC		Closed
		TOTAL:	33	
		New Business	4	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	5	
		Current	23	

During City Manager comments, Mrs. Yancey requested a motion to be made regarding the submittal of a project application for an AmeriCorps team.

Councilman Colledge made the motion to approve the submittal of a project application for an AmeriCorps team. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter closed session to determine if executive session is necessary and proper. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss Singing River Mall Litigation. Councilman Anderson seconded the motion. The vote was carried unanimously.

No action was taken during executive session.

Councilman Colledge made the motion to re-enter open session. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to recess until December 21, 2021 at 6:30pm. Councilman Jackson 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 December 21, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 21, 2021
Approval of a Special Event Permit for fireworks and a request that off-duty officers be permitted to utilize City uniforms, vehicles, and firearms while providing private security services for a local wedding.

Introduced by:
Contact Person/Telephone

Danny Selover/Josh Latch 497-8000

Summary Explanation: Approval of a Special Event Permit for fireworks and a request that off-duty officers be permitted to utilize City uniforms, vehicles, and firearms while providing private security services for a local wedding.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Colledge	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

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

WHEREAS, the applicant, Jerry St. Pe has expressed the desire to have a firework show on Friday, December 31, 2021 for the celebration of a wedding reception; and

WHEREAS, the Fire Marshall and Chief of Police recommend approval of the fireworks show; and

WHEREAS, the applicant has also requested that off-duty Gautier officers be permitted to utilize City uniforms, vehicles, and firearms while providing private security services for this event; and

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, certified law enforcement officers or certified part-time law enforcement officers, as defined in *Section 45-6-3*, who are employed by the City may wear the official uniform and may utilize the official firearm and the official vehicle issued by the City while in the performance of private security services in off-duty hours; and

WHEREAS, the Mayor and Council Members hereby find that the proposed employment is not likely to bring disrepute to the City, or its law enforcement agency, the officers at issue, or law enforcement generally, and that the use of the official uniforms, weapons and vehicles in the discharge of the officers' private security endeavor promotes the public interest.

WHEREAS, approval of this request is contingent upon the applicant holding the City of Gautier harmless, and fully indemnifying the City for any expense or loss, including attorneys fees and any damage to the official vehicles, which results from any action taken against the City arising out of the acts or omissions of the officers in the discharge of private security services while wearing the official uniforms or using the official weapons or vehicles; and

WHEREAS, approval of this request is also contingent upon the applicant naming the City of Gautier as a named insured on his general liability and automobile liability policies for at least \$500,000.00 for any damage to the official vehicle;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the special event permit for a fireworks show on December 31, 2021 at 806 Powells Point Drive, Gautier, MS is hereby approved.

BE IT FURTHER RESOLVED that, contingent upon the above stipulations occurring, the applicant's request for off-duty Gautier officers to be permitted to utilize City uniforms, vehicles, and firearms while providing private security services for this event is approved.

BE IT FURTHER RESOLVED 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 December 21, 2021.



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event 12.31.21 Day or Week Friday Starting Time 7 AM/PM PM
Ending Time: 12:01 AM/PM PM Proposed Location of the Event: 806 Powells Pt. Drive

Describe the type of event to be conducted:

Wedding reception/Fire Works display

Reason for Event, Demonstration or March:

Wedding reception

If Event includes a city property or streets, give proposed route: NA

(Street)

(Direction Turn)

(Street)

1. _____
2. _____
3. _____
4. _____
5. _____

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: _____ Phone: () _____

Address: _____
City State Zip

Type of Organization: _____ Profit: _____ Non-Profit Federal ID# _____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: _____ Phone (Home): () _____

Address: _____ Phone (Work): () _____

City: _____ State: _____ Zip Code: _____

Position with Organization: _____

Individual(s) Responsible for keeping order and maintenance:

Name: JERRY STPE Phone (H): (38) 219 2677 (W) () _____

Name: _____ Phone (W): () _____ (W) () _____

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

☒ Security _____ Clean up During Event _____ Staging _____
☐ Traffic Direction _____ Clean up After Event _____ Fencing _____
☐ Barricades _____ Bag Meters _____ Other _____
☐ Set Up Barricades _____ Trash Receptacles/Bag _____

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: [Signature]

Date: 11.30.21

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____ Disapproved: _____
Approved: _____ Approval/Disapproval Authority _____
Date: _____

JERRY ST. PÉ

1003 WASHINGTON AVENUE | PASCAGOULA, MISSISSIPPI 39567

TEL: 228.219.2677 • 228.762.0651

EMAIL: STPEJ@AOL.COM


Danny:

Here is the form you requested. Please let me know if we omitted any required information.

Here is some additional information, if needed:

- (1) We are expected as many as 300 guests
- (2) Most will be coming in via bus
- (3) Those coming in private vehicles will park in Hickory Hills golf course lots and be shuttled to reception via golf carts.
- (4) We have engaged the services of Mississippi Police (Nicky Maxwell) to provide on site security at both the house where reception will be held and at Hickory Hill club parking lot. Also will have a paramedic on duty.
- (5) Company engaged for fireworks display is same one city of Gautier uses.

Thanks for your help. Call if you need anything additional. 228.219.2677


Jerry

11/30/21

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

Council Meeting:

December 21, 2021

Title:

Approval of a Contract Addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study.

Introduced by:

Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval of a Contract Addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study for an additional six months from December 31, 2021 to June 30, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

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

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 June 15, 2021, the City of Gautier entered into a Contract with Waggoner Engineering for the Railroad Overpass Study; and

WHEREAS, pursuant to written extensions, the Contract is currently set to expire on December 31, 2021; and

WHEREAS, in order for Waggoner Engineering to receive feedback from CSX Railroad to complete the study, the parties understand and agree the extension is necessary; and

WHEREAS, the City and Waggoner Engineering hereby request an amendment to the Contract to extend expiration to June 30, 2022;

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

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract Addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study from December 31, 2021, to June 30, 2022 is authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: December 7, 2021
Subject: Railroad Crossing Overpass Study – Contract Addendum to Extend Time with Waggoner Engineering

REQUEST:

The Grants and Projects Department requests that City Council approve a contract addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study an additional six months from December 31, 2021, to June 30, 2022.

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 addendum would extend the time allowed for this study from the original contract date of December 31, 2021, to June 30, 2022. This would provide time for Waggoner Engineering to receive feedback from CSX Railroad and complete the study.

Contract time extensions are not required to go to MDOT for concurrence.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve a contract addendum to extend time with Waggoner Engineering for the Railroad Crossing Overpass Study an additional six months from December 31, 2021, to June 30, 2022.

City Council may:

1. Approve the contract addendum; or
2. Not approve the contract addendum.

ATTACHMENT(S):

- 1) Contract Addendum

**ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
CITY OF GAUTIER
& WAGGONER ENGINEERING, INC.**

This Addendum is made a part of that Professional Services Contract entered into by and between City of Gautier (known as the "LPA") and Waggoner Engineering, Inc. (Known as the "CONSULTANT"), whose address is 143-A LeFleurs Square; Jackson, MS 39211 signed by CONSULTANT on June 8, 2021, and signed by LPA on July 23, 2021.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the City of Gautier and Waggoner Engineering, Inc., do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional six (6) months, and said Professional Services Contract is amended as set out below:

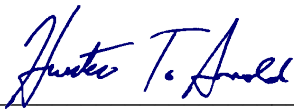
ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Waggoner Engineering, Inc., for studying alternatives and feasibility for a new grade separated railroad crossing at the CSX Railroad in the city of Gautier, STP-0494-00(013) LPA/108640-711000, Jackson County, Mississippi will change from December 31, 2021, to June 30, 2022, at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 20__.

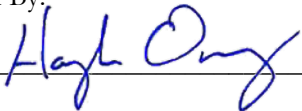
Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the _____ day of _____ 20__.



Hunter Arnold, Vice President

Attested By:



Address: 143-A LeFleurs Square
Jackson, MS 39211

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

December 21, 2021
Approval of Limited Use Agreement with Gautier
Pride for use of Council Chambers for monthly
meetings

Introduced by:
Contact Person/Telephone

City Manager
Paula Yancey 497-8000

Summary Explanation: Approval of Limited Use Agreement with Gautier Pride for use of Council Chambers for monthly meetings.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

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

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, Gautier Pride desires to utilize Council Chambers at City Hall to conduct its monthly meetings; and

WHEREAS, in consideration for the use of the above facilities, Gautier Pride will assist the City in beautification efforts throughout the municipality, in coordination with requests from the City Manager and staff members designated by the City Manager; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the City desires to permit such use, and agrees to do so pursuant to the terms contained in the Limited Use Agreement.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Limited Use Agreement with Gautier Pride 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 December 21, 2021.

LIMITED USE AGREEMENT BETWEEN
THE CITY OF GAUTIER, MISSISSIPPI AND GAUTIER PRIDE

This Limited Use Agreement (hereinafter, "Agreement") is executed to be effective the _____ day of _____, 2021, between the City of Gautier, Mississippi (hereinafter, "the City") and Gautier Pride.

WHEREAS, Gautier Pride desires to utilize Council Chambers at City Hall to conduct its monthly meetings; and

WHEREAS, in consideration for the use of the above facilities, Gautier Pride will assist the City in beautification efforts throughout the municipality, in coordination with requests from the City Manager and staff members designated by the City Manager; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the City desires to permit such use, and agrees to do so pursuant to the following terms:

THEREFORE, in consideration of the following mutual covenants and conditions the parties agree to the following terms which constitute a Limited Use Agreement:

1. "Council Chambers" refers to the main public meeting space of the City of Gautier, located in City Hall, 3330 HWY 90, Gautier, MS 39553.
2. The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.

3. Gautier Pride shall be allowed use of Council Chambers upon coordination with the City Manager to ensure no scheduling conflicts exist.
4. Gautier Pride, in consideration for the use of Council Chambers, agrees to assist the City in beautification efforts throughout the municipality, in coordination with requests from the City Manager and staff members designated by the City Manager.
5. Gautier Pride, in further consideration for the use of Council Chambers, agrees to leave the property in the same condition as it existed before such use.
6. Gautier Pride agrees to defend, indemnify, and hold harmless the City and its employees, agents, representative, and council members from any claims arising from Gautier Pride's use of Council Chambers.
7. Gautier Pride will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
8. Gautier Pride agrees to maintain liability insurance with liability limits of \$500,000.00, with said insurance to cover, as a named insured or as an additional insured, the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the use of Council Chambers.
9. The points of contact for purposes of this agreement are:

Name: Paula Yancey
Entity: City of Gautier
Phone: (228) 497-8000

Name:
Entity: Gautier Pride
Phone:

10. In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

11. The initial duration of this agreement shall be for one (1) year. The term shall automatically renew for a period of 1 year if notice of termination is not received within 30 days of the expiration of the initial duration.

12. Either party reserves the right to cancel this Agreement upon 90 days written notice.

13. The terms of this Agreement shall be construed and enforced pursuant to the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

CITY OF GAUTIER, MISSISSIPPI

GAUTIER PRIDE

By: _____

By: _____

Paula Yancey, City Manager

_____, Authorized Representative

Dated: _____

Dated: _____

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 21, 2021
Authorization to remove a broken wall amplifier from the City of Gautier's Inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove a broken wall amplifier from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

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 A BROKEN WALL AMPLIFIER FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment be removed from inventory and declared surplus:

- Wall Amplifier – Asset #181

WHEREAS, the Mayor and Members of the Council have determined that given the condition of the equipment, this item has no value, and therefore removal from inventory and declaring as surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment and furniture described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **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 21st of December, 2021.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 12/13/2021
Subject: Resolution to remove broken wall amplifier in council chambers from inventory.

REQUEST:

City Council authorization is requested by the City Clerk Department to remove the broken wall amplifier, asset number 181, that is in the council chambers from the City of Gautier's inventory.

BACKGROUND:

The City Clerk's Department has determined that the item is no longer in working order and it has been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of the wall amplifier, asset number 181, from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

December 21, 2021

Title:

Authorization to purchase three (3) 2022 Ford F150 Trucks for the Gautier Police Department

Introduced by:

Contact Person/Telephone

Danny Selover 497-8007

Summary Explanation: Authorization to purchase three (3) 2022 Ford F150 Trucks for the Gautier Police Department

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

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 Gautier Police Department is seeking authorization to purchase three (3) 2022 Ford F150 Trucks; and

WHEREAS, the trucks will be assigned to the Police Department's Administrative Division and Detective Division; and

WHEREAS, the vehicles that are currently assigned to these Divisions will be reassigned as replacing the Animal Control vehicle;

WHEREAS, the purchase of these vehicles will come from local forfeiture funds; and

WHEREAS, this dealership is a state contract vendor, and as such, pursuant to Miss. Code Ann. § 31-7-12, the City may purchase these vehicles without obtaining or advertising for competitive bids; and

WHEREAS, according to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of three (3) 2022 Ford F150 Trucks for the Gautier Police Department in the amount of \$98,139.00 is hereby approved.

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

Motion was made by **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 December 21, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey
From: Danny Selover
Through: Teresa Montgomery
Date: December 7, 2021
Subject: Authorization to purchase three (3) 2022 Ford F150 Trucks

REQUEST:

City Council authorization is requested for the Police Department to purchase three (3) 2022 Ford F150 trucks for the total cost of \$98,139.00.

BACKGROUND:

The purchase of these trucks will be assigned to our Administrative Division and Detective Division. The vehicles that are currently assigned to the Administrative Division and Detective Division will be reassigned such as replacing the animal control vehicle that has approximately 250,000 miles.

DISCUSSION:

The purchase of these three vehicles will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

RECOMMENDATION:

The Gautier Police Department recommends that the Mayor and Council authorize the purchase of these three vehicles and place them on the city insurance and inventory.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Pick-Up Truck, 4 Wheel Drive, Crew Cab, Special Service Vehicle

VENDOR: Courtesy Ford Motors

ITEM NO.: 071-80-46256-1

MAKE/MODEL Ford F-150 SSV

ENGINE: 5.0L V-8

PRICE INCLUDING TITLE FEE: \$ 31,779

Miles Per Gallon	
City	
Hwy	
Combined	

Contract No 8200059517

Courtesy Motors Inc.

6393 HWY 98 West

Hattiesburg, MS 39402

Richie Bearden

E-mail:

rbearden@pinebeltmotors.com

Phone: 601-264-5555

Toll Free: 1800-844-0111

Fax:

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Agate Black Metallic Iconic Silver Metallic Oxford White Race Red Stone Gray Metallic

IF COLOR IS NOT MARKED IT WILL BE ORDERED WHITE

REQ.

ITEM	OPTION CODE	DEALER COST	OPTION CODE
List optional engines:	998	\$2,362	
3.5 V6 ECOBOOST			
NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE			
Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Bumper, Rear Step		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Radio, AM/FM/CD		INC	
Driver & Pass Air Bag		INC	
Pwr Windows/Locks/Tilt/Cruise		INC	
Transmission, Auto		INC	
Appearance Package	86A	\$706	
Running Boards, Black Platform	18B	\$228	
Trailer Brake Controller	67T	\$251	
Reverse Sensing System	76R	\$251	
Bedliner -- Spray-In	96W	\$542	
Skid Plates	413	\$145	

1 of 3
TOTAL \$98,139.00
ALL

\$31,779
+ 706
+ 228
TOTAL \$32,713.00

$$\begin{array}{r} \$31,779 \\ 706 \\ + 228 \\ \hline \text{TOTAL } \$32,713.00 \end{array}$$

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Pick-Up Truck, 4 Wheel Drive, Crew Cab, **Special Service Vehicle**

VENDOR: Courtesy Ford Motors

ITEM NO.: 071-80-46256-1

MAKE/MODEL: Ford F-150 SSV

ENGINE: 5.0L V-8

PRICE INCLUDING TITLE FEE: \$ 31,779

Miles Per Gallon
City
Hwy
Combined

Contract No 8200059517

Courtesy Motors Inc.

6393 HWY 98 West

Hattiesburg, MS 39402

Richie Bearden

E-mail:

rbearden@pinebeltmotors.com

Phone: 601-264-5555

Toll Free: 1800-844-0111

Fax:

Fax:

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Agate Black Metallic Iconic Silver Metallic Oxford White Race Red Stone Gray Metallic

IF COLOR IS NOT MARKED IT WILL BE ORDERED WHITE

3 OF 3

REQ.

ITEM	OPTION CODE	DEALER OPTION CODE	COST
List optional engines:	998		\$2,362
3.5 V6 ECOBOOST			
NOTES: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE			
Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Bumper, Rear Step		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Radio, AM/FM/CD		INC	
Driver & Pass Air Bag		INC	
Pwr Windows/Locks/Tilt/Cruise		INC	
Transmission, Auto		INC	
Appearance Package	86A		(\$706)
Running Boards, Black Platform	18B		(\$228)
Trailer Brake Controller	67T		\$251
Reverse Sensing System	76R		\$251
Bedliner -- Spray-In	96W		\$542
Skid Plates	413		\$145

31,779
+ 706
228
TOTAL \$ 32,713.00

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting: December 21, 2021
Title: Approval of water and sewer adjustments dated December 21, 2021 in the amount of \$2,715.32

Introduced by:
Contact Person/Telephone Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated December 21, 2021 in the amount of \$2,715.32.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

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

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 December 2021 in the amount of \$2,715.32 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 December 21, 2021.

[illegible]

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

December 21, 2021
Authorization to enter into a Cost Reimbursement Agreement and Memorandum of Understanding (MOU) with the Federal Bureau of Investigation to permit reimbursement of overtime for officers assigned to the Southeast Mississippi Safe Streets Task Force

Introduced by:
Contact Person/Telephone

Chief Selover 497-8000 ext. 315

Summary Explanation: Authorization to enter into a Cost Reimbursement Agreement and Memorandum of Understanding (MOU) with the Federal Bureau of Investigation to permit reimbursement of overtime for officers assigned to the Southeast Mississippi Safe Streets Task Force.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

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 Federal Bureau of Investigations has presented the City with a Cost Reimbursement Agreement and Memorandum of Understanding; and

WHEREAS, these agreements permit the FBI to reimburse the City for the overtime of officers assigned to the Southeast Mississippi Safe Streets Task Force; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Cost Reimbursement Agreement and Memorandum of Understanding is 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 the Cost Reimbursement Agreement and Memorandum of Understanding (MOU) are hereby approved.

IT IS FURTHER ORDERED that the City Manager, Police Chief, 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 December 21, 2021.

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**FEDERAL BUREAU OF INVESTIGATION
SOUTHEAST MISSISSIPPI SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Gautier Police Department**. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Southeast Mississippi Safe Streets Task Force (SEMSSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SEMSSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SEMSSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SEMSSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Jackson Division shall designate one Supervisory Special Agent (SEMSSTF Supervisor) to supervise the SEMSSTF. The SEMSSTF Supervisor may designate a Special Agent to serve as the SEMSSTF Coordinator. Either the SEMSSTF Supervisor or the SEMSSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SEMSSTF.
7. Conduct undertaken outside the scope of an individual's SEMSSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SEMSSTF Supervisor or SEMSSTF Coordinator. As stated in paragraph 76, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SEMSSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SEMSSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice DOJ / FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SEMSSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).
11. SEMSSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SEMSSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SEMSSTF Supervisor will also retain discretion to remove any individual from the SEMSSTF.

B. Case Assignments

13. The FBI SEMSSTF Supervisor will be responsible for opening, monitoring, directing, and closing SEMSSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SEMSSTF Supervisor.
15. For FBI administrative purposes, SEMSSTF cases will be entered into the relevant FBI computer system.
16. SEMSSTF personnel will have equal responsibility for each case assigned. SEMSSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SEMSSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

18. It is agreed that matters designated to be handled by the SEMSSTF will not knowingly be subject to non-SEMSSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SEMSSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SEMSSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SEMSSTF investigative leads outside of the geographic areas of responsibility for the FBI Jackson Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SEMSSTF personnel will be limited to those situations where it is essential to the effective performance of the SEMSSTF. These disclosures will be consistent with applicable FBI guidelines.
22. Non-FBI SEMSSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SEMSSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SEMSSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SEMSSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SEMSSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SEMSSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SEMSSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SEMSSTF reports prepared in cases assigned to SEMSSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SEMSSTF cases which are opened and assigned by the SEMSSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SEMSSTF.
29. SEMSSTF investigative records maintained at the Jackson Field Office of the FBI will be available to all SEMSSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SEMSSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SEMSSTF personnel.
31. All SEMSSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SEMSSTF Supervisor approval.

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32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
33. The Parties acknowledge that this MOU may provide SEMSSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SEMSSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

34. No information possessed by the FBI, to include information derived from informal communications between SEMSSTF personnel and FBI employees not assigned to the SEMSSTF, may be disseminated by SEMSSTF personnel to non-SEMSSTF personnel without the approval of the SEMSSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SEMSSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
39. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

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PROSECUTIONS

40. SEMSSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
41. A determination will be made on a case-by-case basis whether the prosecution of SEMSSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SEMSSTF.
42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SEMSSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
44. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

46. All SEMSSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

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USE OF LESS-THAN-LETHAL-DEVICES¹

47. The parent agency of each individual assigned to the SEMSSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
48. The parent agency of each individual assigned to the SEMSSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

49. SEMSSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

50. Local and state law enforcement personnel designated to the SEMSSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SEMSSTF or until the termination of the SEMSSTF, whichever comes first.

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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51. Deputized SEMSSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

52. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SEMSSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency SEMSSTF personnel will require the execution of a separate Vehicle Use Agreement.
53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SEMSSTF business.
54. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency SEMSSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency SEMSSTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.
56. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency SEMSSTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

57. The FBI and each participating agency remain responsible for all personnel costs for their SEMSSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
58. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SEMSSTF personnel assigned full-time to SEMSSTF, provided overtime expenses were incurred as a result of SEMSSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and

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participating agencies for full-time employee(s) assigned to SEMSSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

59. Property utilized by the SEMSSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SEMSSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SEMSSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SEMSSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SEMSSTF operations.
62. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SEMSSTF investigations may be equitably shared with the agencies participating in the SEMSSTF.

DISPUTE RESOLUTION

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SEMSSTF's objectives.
64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

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65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SEMSSTF AND SECURITY CLEARANCES

67. If a participating agency candidate for the SEMSSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
68. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SEMSSTF, the participating agency will be so advised and a request will be made for another candidate.
69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
70. Before receiving unescorted access to FBI space identified as an open storage facility, SEMSSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SEMSSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
71. Upon departure from the SEMSSTF, each individual whose assignment to the SEMSSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

72. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SEMSSTF.
73. Each participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SEMSSTF or otherwise relating to the SEMSSTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SEMSSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SEMSSTF, the officer may request

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legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

74. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the SEMSSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SEMSSTF personnel.
75. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SEMSSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Jackson Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SEMSSTF personnel.
76. Liability for any conduct by SEMSSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

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77. The term of this MOU is for the duration of the SEMSSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
78. Any participating agency may withdraw from the SEMSSTF at any time by written notification to the SEMSSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SEMSSTF at least 30 days prior to withdrawal.
79. Upon termination of this MOU, all equipment provided to the SEMSSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SEMSSTF participation.

MODIFICATIONS

80. This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief
Gautier Police Department

Date

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**FEDERAL BUREAU OF INVESTIGATION
SOUTHEAST MISSISSIPPI SAFE STREETS TASK FORCE (SEMSSTF)
Cost Reimbursement Agreement**

SEMSSTF File No.: 281D-JN-C20051-MOU

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Southeast Mississippi Safe Streets Task Force (SEMSSTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Gautier Police Department (GPD), located at 3330 Highway 90, Gautier, Mississippi, Taxpayer Identification Number: 64-0732369, and Telephone Number: 228-497-2486, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI SEMSSTF Memorandum of Understanding (MOU) signed by the Chief of Police of Gautier Police Department (GPD) on ____ / ____ / ____, and must be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse GPD for overtime payments made to officers assigned to and working full time on SEMSSTF related matters.
3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Jackson Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at Gautier Police Department (GPD) to the FBI SEMSSTF Squad Supervisor and FBI Jackson Special Agent in Charge for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to GPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, GPD must establish an account online in the System for Award Management (SAM) at www.sam.gov. Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of GPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Jackson Financial Manager.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify GPD of the applicable annual limits prior to October 1st of each year.
6. The number of GPD deputies assigned full-time to the SEMSSTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the SEMSSTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

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7. Prior to submission of any overtime reimbursement requests, GPD must prepare an official document setting forth the identity of each officer assigned full-time to the SEMSSTF along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the Jackson Field Office for FBI review and approval.

8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at GPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the SEMSSTF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2021, must be received by the FBI by December 31, 2021. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of GPD's participation on the SEMSSTF contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Jermicha L. Fomby
Special Agent in Charge
Federal Bureau of Investigation

Daniel Selover
Chief
Gautier Police Department

Date: _____

Date: _____

Financial Manager
Federal Bureau of Investigation

Date: _____

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**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 21, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
