

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 4, 2022 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Offices will be closed Monday, January 17th in observance of the birthdays for Martin Luther King Jr. and Robert E. Lee.

IV. Presentation Agenda

V. Business Agenda

1. 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 December 21, 2021
2. Authorization to provide six (6) arch pipes to the Jackson County Road Department
3. Approval to amend the Comprehensive Fee Schedule
4. Approval of the Contract between AGJ Systems and Networks, Inc. and the City of Gautier

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 January 18, 2022 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 4, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices will be closed Monday, January 17th in observance of the birthdays for Martin Luther King Jr. and Robert E. Lee.

NOTES:

STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

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

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

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

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

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

Holiday Proclamations from the Governor:

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

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 4, 2022

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES :

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

Council Meeting:

January 4, 2022

Title:

Approval of the Docket of Claims

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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 000-2022

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 January 4, 2022.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	220769	01/04/2022	12/20/2021	Invoice # 9835016604	Date 12/01/2021 P.O.	214.61 Amount	214.61
	Account Number 001-100-699	Description NCIC EQUIPMENT CHARGES						
001	AT&T	220773	01/04/2022	12/20/2021	Invoice # 2284978000	Date 12/14/2021 P.O.	3,763.21 Amount	3,763.21
	Account Number 001-092-605	Description MONTHLY SERVICE						
001	GLOBALSTAR	220774	01/04/2022	12/21/2021	Invoice # 0025028215	Date 12/16/2021 P.O.	89.50 Amount	89.50
	Account Number 001-092-605	Description MONTHLY SERVICE						
001	BLACKWATER CONSULTING LLC	220788	01/04/2022	12/21/2021	Invoice # 1011	Date 12/22/2021 P.O.	7,500.00 Amount	7,500.00
	Account Number 001-021-688	Description SERVICES: 12/16-01/15/22						
001	SPARKLIGHT	220800	01/04/2022	12/27/2021	Invoice # 12162021	Date 12/23/2021 P.O.	91.32 Amount	91.32
	Account Number 001-161-698	Description JAN 2022: CFD #122024086						
001	SPARKLIGHT	220801	01/04/2022	12/27/2021	Invoice # 12162021	Date 12/23/2021 P.O.	91.32 Amount	91.32
	Account Number 001-161-698	Description JAN 2022: NFD #122024383						
001	SPARKLIGHT	220804	01/04/2022	12/27/2021	Invoice # 12162021	Date 12/23/2021 P.O.	91.32 Amount	91.32
	Account Number 001-161-698	Description JAN 2022: SFD #122025091						
001	MS DEVELOPMENT AUTHORITY	220811	01/04/2022	12/24/2021	Invoice # GMS: 50758	Date 02/01/2022 P.O.	46,323.96 Amount	46,323.96
	Account Number 001-680-830	Description ANNUAL PMT: 12-192-CP-1						
001	MUNICIPAL EMERGENCY SERVICES INC	220815	01/04/2022	12/24/2021	Invoice # IN1655057	Date 12/14/2021 P.O.	696.50 Amount	696.50
	Account Number 001-161-639	Description SERVICE CALL: RESCUE TOOL						
001	GRAFIX SHOPPE	220816	01/04/2022	12/24/2021	Invoice # 142470	Date 12/15/2021 P.O.	402.97 Amount	380.00 22.97
	Account Number 001-100-570	Description GRAPHICS KIT: HD CYCLES (2)						
	Account Number 001-100-570	Description SHIPPING						
001	SINGING RIVER ELECTRIC COOPERATIVE	220818	01/04/2022	12/24/2021	Invoice # 36985	Date 12/01/2021 P.O.	400.00 Amount	400.00
	Account Number 001-170-631	Description BACOT PARK: NEW PANEL						
001	AT&T	220819	01/04/2022	12/27/2021	Invoice # 2284970262	Date 12/14/2021 P.O.	35.78 Amount	35.78
	Account Number 001-100-699	Description NCIC TELECOM						

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	220826	01/04/2022	12/28/2021			134.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	MED PROGRESS EXAM/MEDS: HANK		2329232700	12/23/2021			134.82
001	ACTION PRINTING CENTER INC	220841	01/04/2022	12/29/2021			479.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-620	LETTERHEAD 8.5X11 WHITE (1000)		102370	12/15/2021	220286		187.46
	001-100-620	POLICE DEPT TOW REPORT (1000)		102371	12/15/2021	220286		292.02
001	GULF SALES AND SUPPLY INC	220842	01/04/2022	12/29/2021			575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	KERO FORCE HEATER		519076	12/17/2021	220293		575.00
001	SUNBELT FIRE INC	220843	01/04/2022	12/29/2021			1,350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	ANNUAL PUMP TEST: 2008 PIERCE		127518	12/13/2021	220205		215.00
	001-161-638	TRAVEL: FIELD SERVICE		127518	12/13/2021	220205		275.00
	001-161-638	ANNUAL PUMP TEST: 2009 PIERCE		127519	12/13/2021	220205		215.00
	001-161-638	ANNUAL PUMP TEST: E-1 PUMPER		127520	12/13/2021	220205		215.00
	001-161-638	ANNUAL PUMP TEST: 2005 PIERCE		127521	12/13/2021	220205		215.00
	001-161-638	ANNUAL PUMP TEST: 2017 FERRARA		127522	12/13/2021	220205		215.00
001	GULF COAST ARMY NAVY STORE	220844	01/04/2022	12/29/2021			159.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	BDU TACTICAL PANT KHAKI (4)		385218	12/20/2021	220311		159.80
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	220845	01/04/2022	12/29/2021			30.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CANON BLK/CYAN/MAG/YEL 4PK(3)		3491970059	11/04/2021	220173		142.74
	001-100-500	CARBONLESS RECEIPT BOOK (4)		3491970059	11/04/2021	220173		30.20
	001-100-500	CANON BLK STANDARD 3PK (4)		3492048204	11/05/2021	220173		173.00
	001-100-500	CANON BLK/CYAN/MAG/YEL 4PK(3)		3495324558	12/17/2021	220173		-142.74
	001-100-500	CANON BLK STANDARD 3PK (4)		3495324558	12/17/2021	220173		-173.00
001	AFFORDABLE PAINT & BODY	220848	01/04/2022	12/29/2021			264.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL DECALS: 2021 FORD		102521	10/25/2021	220069		264.00
001	SUNSOUTH LLC	220851	01/04/2022	12/29/2021			3,758.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	PART #LVA11451 HYDRAULIC PUMP		4155624	12/27/2021	220103		569.08
	001-170-639	HYDRAULIC PUMP		4155624	12/27/2021	220103		762.66
	001-170-639	O-RING (2)		4155624	12/27/2021	220103		3.00
	001-170-639	SPRING PIN		4155624	12/27/2021	220103		.40
	001-170-639	COVER (2)		4155624	12/27/2021	220103		944.44
	001-170-639	HYDR. PILOT CON		4155624	12/27/2021	220103		634.28
	001-170-639	SHIM (2)		4155624	12/27/2021	220103		5.64
	001-170-639	SEAL		4155624	12/27/2021	220103		63.16
	001-170-639	WASHER (6)		4155624	12/27/2021	220103		3.54
	001-170-639	O-RING		4155624	12/27/2021	220103		1.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNSOUTH LLC	220851	01/04/2022	12/29/2021			3,758.02	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	O-RING	4155624	12/27/2021	220103		1.40	
	001-170-639	LABOR 188.00	4155624	12/27/2021	220103		188.00	
	001-170-639	LABOR 564.00	4155624	12/27/2021	220103		564.00	
	001-170-639	SPECIAL EQUIPMENT	4155624	12/27/2021	220103		16.54	
001	OCCUPATIONAL HEALTH CENTER INC	220852	01/04/2022	12/29/2021			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHY: SCARBROUGH,V	264420	12/21/2021	220298		75.00	
	001-022-604	PRE-EMP DRG SCR: SCARBROUGH	264420	12/21/2021	220298		35.00	
001	PERKINS TIRE & POLARIS	220853	01/04/2022	12/29/2021			479.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	KD-ROOF-U: POLARIS (2)	42719	10/27/2021	220105		479.90	
001	AUDIOWAVE INC	220854	01/04/2022	12/29/2021			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REMV/INSTALL W-GUARD UNIT DVR	A54276	11/10/2021	211087		100.00	
	001-100-638	SHOP SUPPLIES: U #19685	A54276	11/10/2021	211087		5.00	
001	FUELMAN	220855	01/04/2022	12/29/2021			2,926.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP61281479	12/20/2021			45.37	
	001-092-525	UNL FUEL	NP61281479	12/20/2021			42.94	
	001-100-525	UNL&DSL FUEL	NP61281479	12/20/2021			2,415.18	
	001-161-525	UNL&DSL FUEL	NP61281479	12/20/2021			345.46	
	001-170-525	UNL FUEL	NP61281479	12/20/2021			77.78	
001	FUELMAN	220858	01/04/2022	12/29/2021			2,585.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP61303423	12/27/2021			101.38	
	001-100-525	UNL FUEL	NP61303423	12/27/2021			1,939.46	
	001-161-525	UNL&DSL FUEL	NP61303423	12/27/2021			326.03	
	001-170-525	UNL&DSL FUEL	NP61303423	12/27/2021			218.27	
001	RJ YOUNG COMPANY LLC	220860	01/04/2022	12/29/2021			470.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	GSHZ00-01 RENTAL FEE	INV4553521	12/16/2021			470.88	
001	RJ YOUNG COMPANY LLC	220862	01/04/2022	12/29/2021			76.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	LEXMARK C4150:SERV FEE	INV4543465	12/09/2021			38.00	
	001-100-699	RICOH IM C2500:SERV FEE	INV4543465	12/09/2021			37.55	
	001-100-699	C4150 USAGE: B/W	INV4543465	12/09/2021			.09	
	001-100-699	C4150 USAGE:COLOR	INV4543465	12/09/2021			.38	
FUND TOTAL	1 Claims	to	Checks	27 Total	73,205.48 Manual	Held	Total	73,205.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	EVOARMOR LLC		220787	01/04/2022	12/21/2021		7,420.00	
	Account Number		Description		Invoice #	Date	P.O.	Amount
	003-450-698		DISINFECT/ANTIMICRO FACILITIES		7887	12/20/2021		5,760.00
	003-450-698		DISINFECT/ANTIMICRO PSVEHICLES		7887	12/20/2021		1,220.00
	003-450-698		DISINFECT/ANTIMICRO VEHICLES		7887	12/20/2021		440.00
FUND TOTAL	3 Claims	to	Checks	1 Total	7,420.00	Manual	Held	Total 7,420.00

Docket of Claims
Release date from 01/04/2022 thru 01/04/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	THE PEOPLES BANK	220810	01/04/2022	12/24/2021			33,285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-813	INT: GO REF BOND S2020		3322	11/22/2021			33,285.00
130	MICHAEL BAKER INTERNATIONAL	220812	01/04/2022	12/24/2021			3,797.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-763	CONST ENG & INS: #4		1135200	12/16/2021			3,797.54
FUND TOTAL 130 Claims	to	Checks	2 Total	37,082.54	Manual		Held	Total 37,082.54

Docket of Claims
Release date from 01/04/2022 thru 01/04/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	220863	01/04/2022	12/29/2021			2,001.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2021	12/16/2021			2,001.14
FUND TOTAL 172 Claims	to	Checks	1 Total	2,001.14	Manual	Held	Total	2,001.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	COCA COLA BOTTLING CO UNITED INC	220805	01/04/2022	12/24/2021			69.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	CS 200Z COKE (1)	3328221843	11/03/2021			25.48	
	176-170-541	CS 200Z BARQS (1)	3328221843	11/03/2021			25.48	
	176-170-541	CS 200Z DASANI (1)	3328221843	11/03/2021			18.72	
176	AT&T	220817	01/04/2022	12/27/2021			244.53	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	12/14/2021			244.53	
176	SPARKLIGHT	220823	01/04/2022	12/27/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	JAN 2022 SSP: INET #132698937	12132021	12/20/2021			244.80	
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	220846	01/04/2022	12/29/2021			97.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-500	SHARPIE YEL HIGHLIGHTERS 5PK	3494816343	12/10/2021	220282		4.34	
	176-170-500	SHARPIE PERM MARKER BLK 4PK(2)	3494816343	12/10/2021	220282		8.24	
	176-170-500	1-SUBJECT NOTEBOOK 8X10.5 6PK	3494816343	12/10/2021	220282		8.49	
	176-170-500	NOTEPAD 8.5X11.75 12PK	3494816343	12/10/2021	220282		5.17	
	176-170-500	STICKIES 3X3 YEL 12PK (2)	3494816343	12/10/2021	220282		8.32	
	176-170-500	EXPO ASRT DRY ERASE MARKER (2)	3494816343	12/10/2021	220282		19.98	
	176-170-500	2022 17X22 DESK CALENDAR (2)	3494816343	12/10/2021	220282		8.22	
	176-170-500	2022 AT-A-GLNC CALENDAR 48X32	3494816343	12/10/2021	220282		34.94	
176	FUELMAN	220856	01/04/2022	12/29/2021			40.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP61281479	12/20/2021			40.94	
FUND TOTAL 176 Claims		to	Checks	5 Total	697.65 Manual	Held	Total	697.65

Docket of Claims
Release date from 01/04/2022 thru 01/04/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	JE TALLEY CONSTRUCTION INC	220813	01/04/2022	12/24/2021			85,428.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-778	PH 1 SITEWORK		7	12/20/2021			85,428.00
FUND TOTAL 304 Claims	to	Checks	1 Total	85,428.00	Manual	Held	Total	85,428.00

Docket of Claims
Release date from 01/04/2022 thru 01/04/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	220814	01/04/2022	12/24/2021			156,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 55.8%		7	12/22/2021		156,560.00	
FUND TOTAL 360 Claims	to	Checks	1 Total	156,560.00	Manual	Held	Total	156,560.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	220772	01/04/2022	12/20/2021			63.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	12/06/2021			63.48
400	JACKSON COUNTY UTILITY AUTHORITY	220775	01/04/2022	12/21/2021			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2022 TREATMENT CHGS		1455	01/01/2022			230,294.00
400	MISSION COMMUNICATIONS LLC	220806	01/04/2022	12/24/2021			1,437.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: TOWNSEND		1058606	12/20/2021			359.40
	400-651-698	RENEWAL: SKYLINE		1058606	12/20/2021			359.40
	400-651-698	RENEWAL: CALLIE RD		1058606	12/20/2021			359.40
	400-651-698	RENEWAL: GARDEN LANE		1058606	12/20/2021			359.40
400	2018-2019 BOND DEBT SERVICE FUND	220807	01/04/2022	12/24/2021			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2022: 2018 BOND DS		01012022	01/01/2022			24,000.00
400	AT&T	220808	01/04/2022	12/27/2021			136.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	12/14/2021			136.64
400	2018-2019 BOND DEBT SERVICE FUND	220809	01/04/2022	12/24/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2022: 2019 BOND DS		01012022	01/01/2022			32,000.00
400	SPARKLIGHT	220821	01/04/2022	12/27/2021			77.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2022: #107663106		12162021	12/23/2021			77.15
400	MISSISSIPPI 811 INC	220827	01/04/2022	12/28/2021			4,295.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	2021 LOCATES (1885)		220381	11/12/2021			3,317.60
	400-651-698	2021 FAX USAGE FEE (1881)		220381	11/12/2021			940.50
	400-651-698	UFDPB 2022 BILLING (1885)		220381	11/12/2021			37.70
400	ANSER	220839	01/04/2022	12/28/2021			460.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 12/22/21-01/18/22		277-122221	12/22/2021			450.00
	400-650-698	HOLIDAY CHGS		277-122221	12/22/2021			10.00
400	COG DEPOSITORY ACCOUNT	220840	01/04/2022	12/29/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12092021	12/09/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		12092021	12/09/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		12092021	12/09/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		12092021	12/09/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		12092021	12/09/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		12092021	12/09/2021			9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	220847	01/04/2022	12/29/2021			357.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	ITEM# 617936 LEAD REFILLS (2)	3494947723	12/11/2021	220296		1.54	
	400-650-500	8.5X11 COPY PAPER (6)	3494947723	12/11/2021	220296		239.94	
	400-650-500	ITEM# 24440971 HP 952 4PK	3494947723	12/11/2021	220296		100.89	
	400-650-500	9X12.5 CLIPBOARD (3)	3495063907	12/12/2021	220296		14.97	
400	CORE & MAIN LP	220849	01/04/2022	12/29/2021			1,591.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	GREEN MARKING PAINT (36)	Q036417	12/09/2021	220250		111.60	
	400-651-583	2X7-1/2 REP CLP COLLAR LEAK(3)	P975702	12/09/2021	220185		217.62	
	400-651-583	6X7-1/2 REP CLP COLLAR LEAK(3)	P975702	12/09/2021	220185		346.08	
	400-651-583	4 PVC SDR35 SWR PIPE 14' (98)	P975702	12/09/2021	220185		256.76	
	400-651-583	GREEN MARK PAINT (24)	P353235	12/09/2021	210823		73.44	
	400-651-581	6 PVC C900 PIPE 20' BLU (60FT)	P353235	12/09/2021	210823		586.20	
400	MUSCO-GULFPORT 1227	220850	01/04/2022	12/29/2021			182.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-709	2 572 SSR REG 5FT NICOR X	0726107	12/13/2021	220211		94.00	
	400-651-709	MINODE M WTR MIU 1 PORT 5FT	0726107	12/13/2021	220211		88.00	
400	FUELMAN	220857	01/04/2022	12/29/2021			167.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP61281479	12/20/2021			167.92	
400	FUELMAN	220859	01/04/2022	12/29/2021			65.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP61303423	12/27/2021			65.38	
400	RJ YOUNG COMPANY LLC	220861	01/04/2022	12/29/2021			245.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	GSI100-01 RENTAL FEE	INV4553522	12/16/2021			166.49	
	400-650-698	IMC4500 USAGE:B/W	INV4553522	12/16/2021			9.97	
	400-650-698	IMC4500 USAGE:COLOR	INV4553522	12/16/2021			68.61	
FUND TOTAL 400 Claims to		Checks	16 Total	338,801.19 Manual		Held	Total	338,801.19

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	27 Total	73,205.48 Manual	Held	Total	73,205.48
FUND 3 Claims	to	Checks	1 Total	7,420.00 Manual	Held	Total	7,420.00
FUND 130 Claims	to	Checks	2 Total	37,082.54 Manual	Held	Total	37,082.54
FUND 172 Claims	to	Checks	1 Total	2,001.14 Manual	Held	Total	2,001.14
FUND 176 Claims	to	Checks	5 Total	697.65 Manual	Held	Total	697.65
FUND 304 Claims	to	Checks	1 Total	85,428.00 Manual	Held	Total	85,428.00
FUND 360 Claims	to	Checks	1 Total	156,560.00 Manual	Held	Total	156,560.00
FUND 400 Claims	to	Checks	16 Total	338,801.19 Manual	Held	Total	338,801.19
Total for all Funds			Checks 54 Total	701,196.00 Manual	Held	Total	701,196.00

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

January 4, 2022
Approval of minutes from Recessed Council Meeting
held December 21, 2021

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Recessed Council Meeting held December 21, 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 000-2022

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 December 21, 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 January 4, 2022.

Tuesday
December 21, 2021
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 21, 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, Cameron George, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Emily Dickerson, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Teresa Montgomery, City Clerk.

**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 Colement)**

☐	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 #24-56-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 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 of the 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, 2022 at 6:30 pm

www.gautier-ms.gov

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

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

1. Correction on Business Agenda Item 1 – The articles on the MOU should read “D&E”
2. Correction on Consent Agenda Item 1 – the order on page 88 of the minutes has been corrected
3. Pull Consent Agenda Item 2 for further discussion - 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 for a local wedding.
4. Pull Business Agenda Item 2 - Consideration for an Abatement at 1428 Rue De Courmont, Gautier, MS (Nelse Colement)

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

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

Presentation

None

Councilman Colledge made the motion to authorize the City of Gautier, Mississippi to join as a participant in the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding, as presented. Councilman Jackson 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:

RESOLUTION NO. 144 - 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 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.)

Paula Yancy, CITY MANAGER

ATTEST:

Aeresa S. Matney

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.

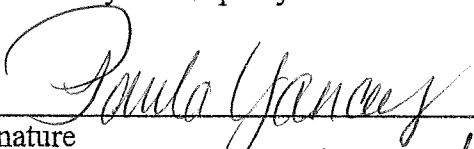
F. Signatures

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.

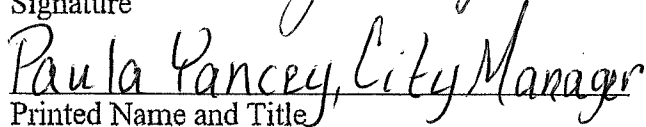
FOR PLAINTIFF THE STATE OF MISSISSIPPI:

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

Councilman Colledge made the motion to approve the Planning Commission's recommendation and grant a Conditional Use-Major Permit, as presented, that would allow a manufactured home in an AG Agricultural Zoning District located at 5900 Carter Road, Gautier, MS (GPC #21-55-CU). 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 255-2021

**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 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 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 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 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 **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 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.

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

21-55-CU

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

Name of

Applicant: Willis Budnick

Name of Business: _____ Phone: 228 249 2399

Property Address: 5904 Carter Rd Mailing Address (if Different): 5900 Carter Rd.
PID #: 852 98082.000

E-Mail Address: Billybud77@msn.com

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

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

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant(s): Willis Budnick Date of Application: _____

FOR OFFICE USE ONLY	
Date Received <u>10-28-21</u>	Verify as Complete <u>Bals</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>BS</u>

250 A

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

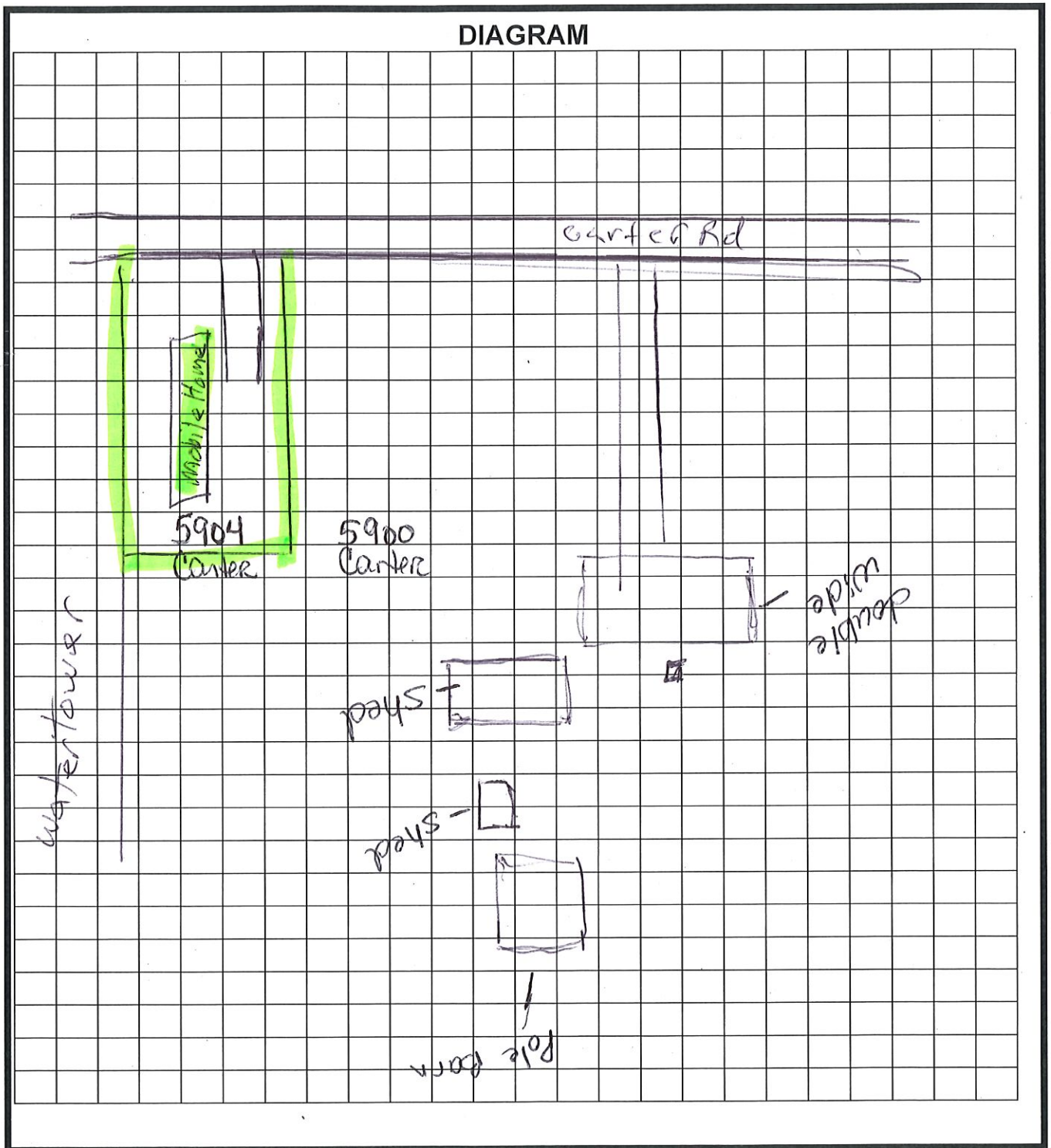
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health,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

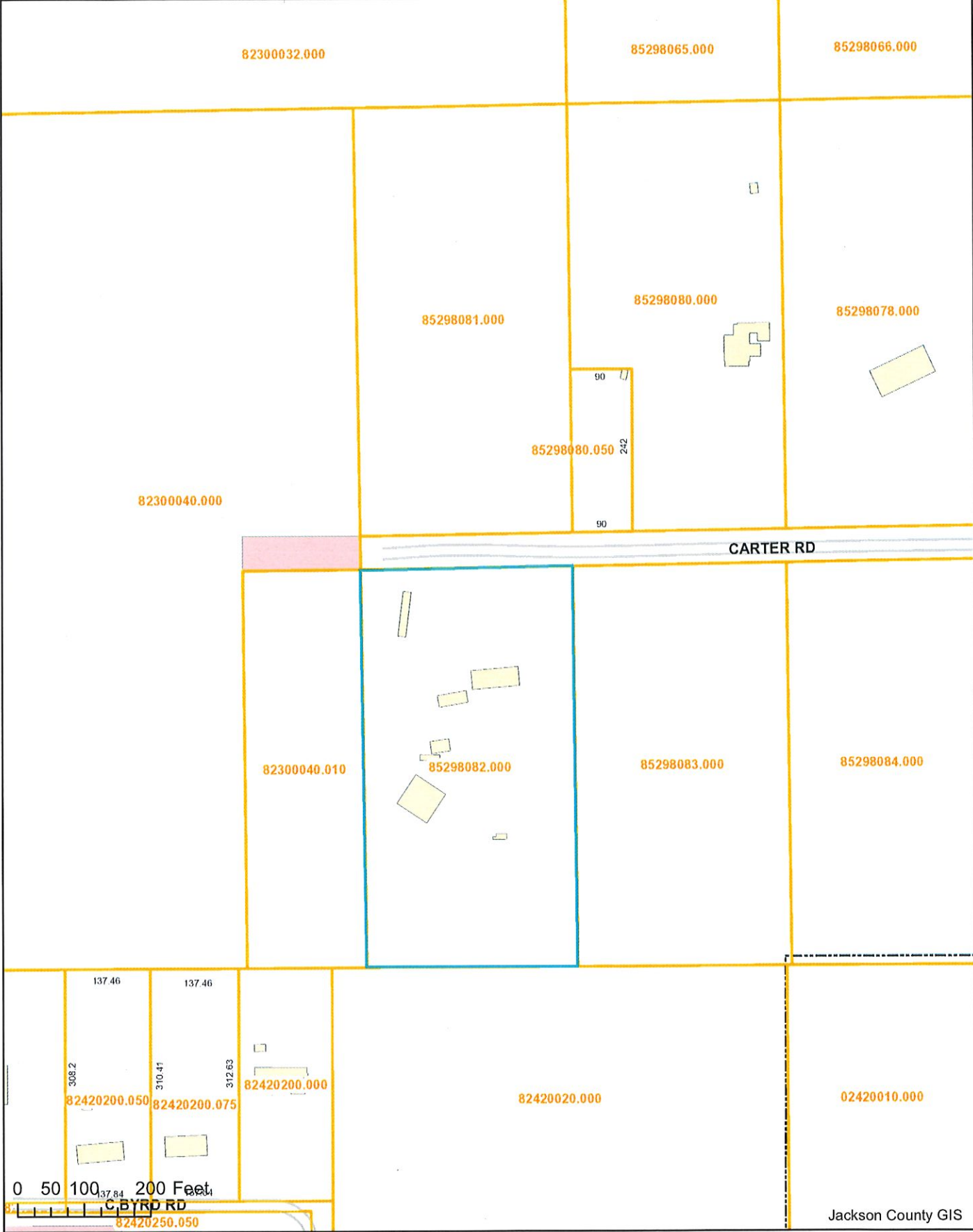
Year Built: 1999

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

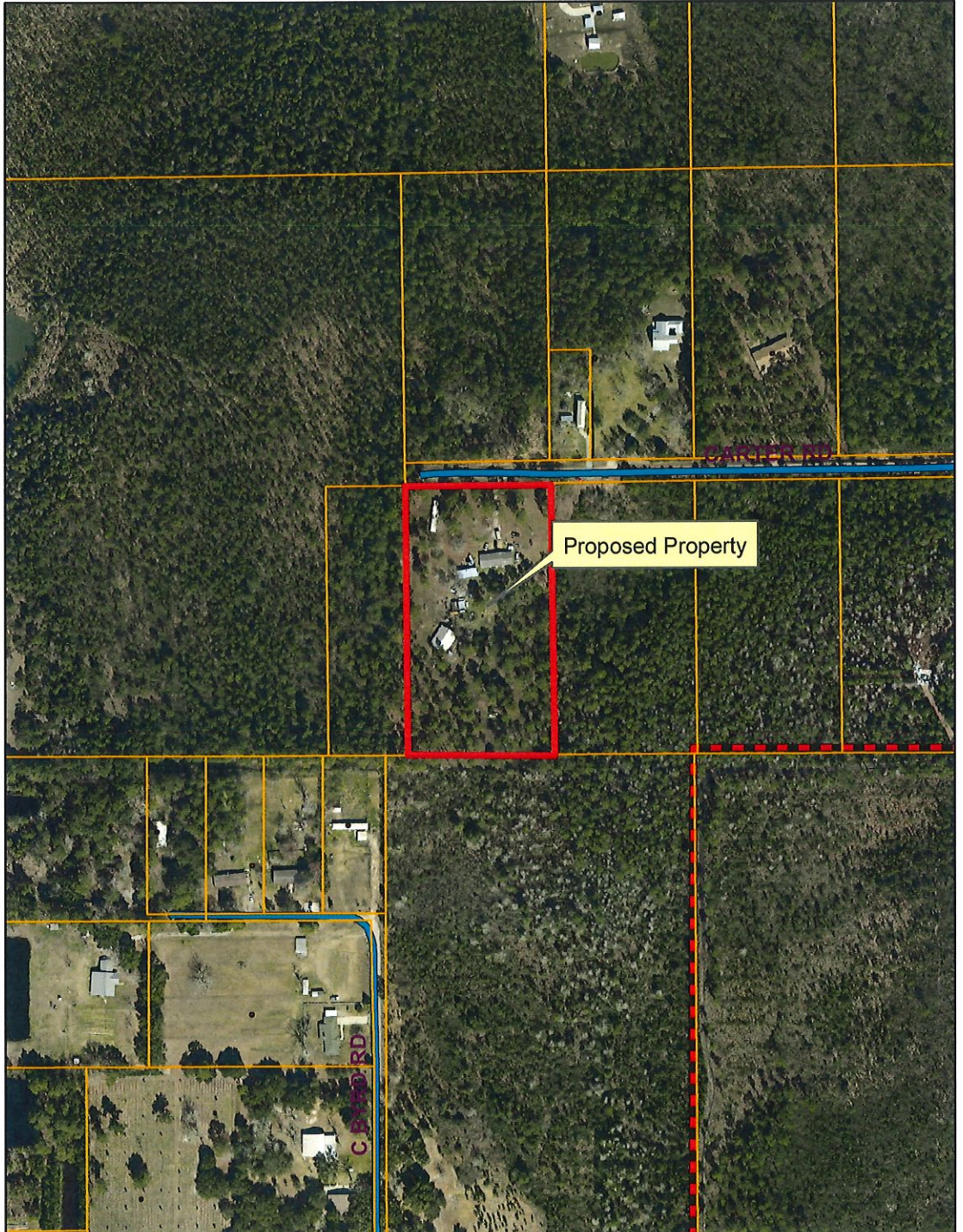


Exhibit B

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

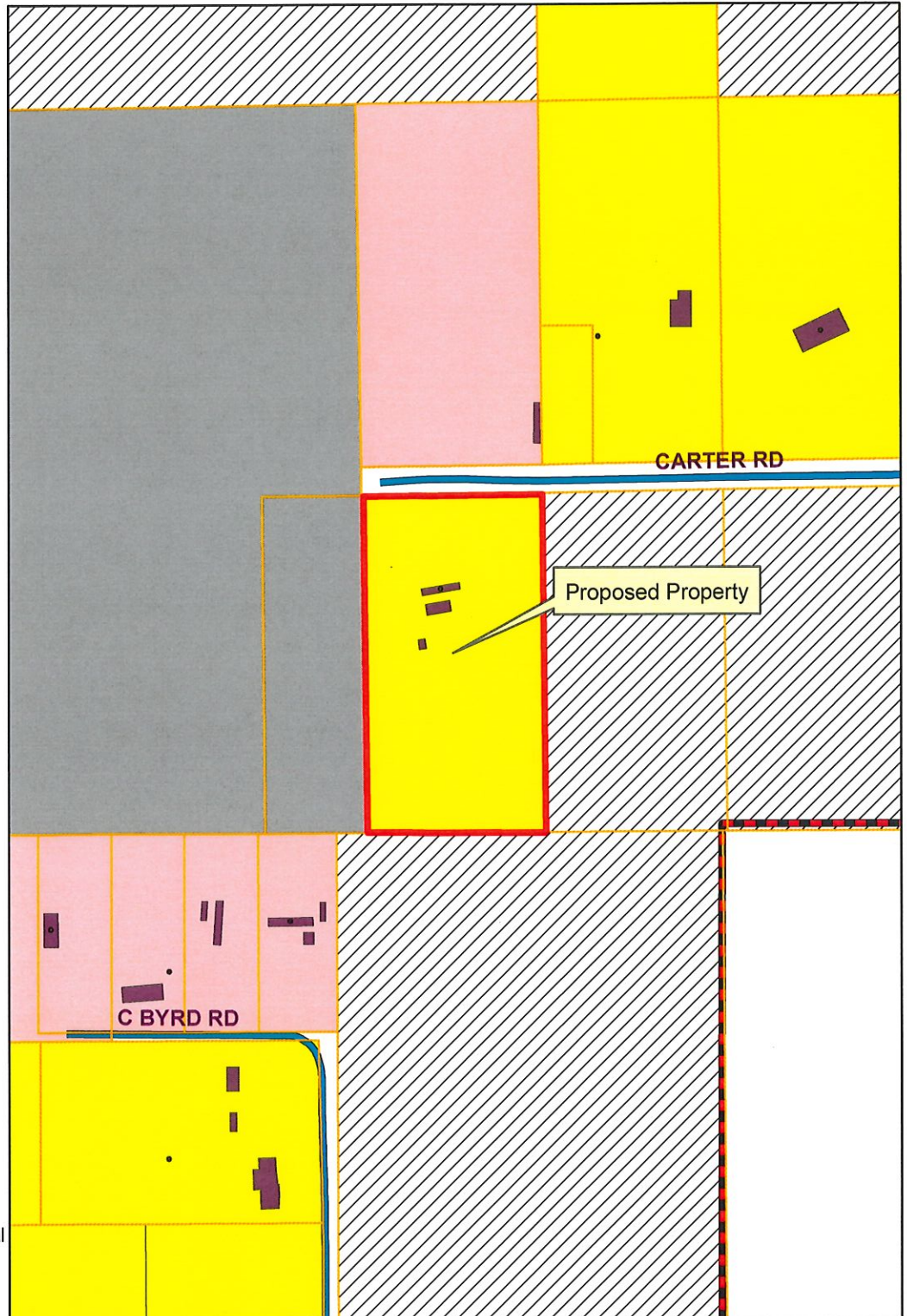


Exhibit D

Future Land-Use

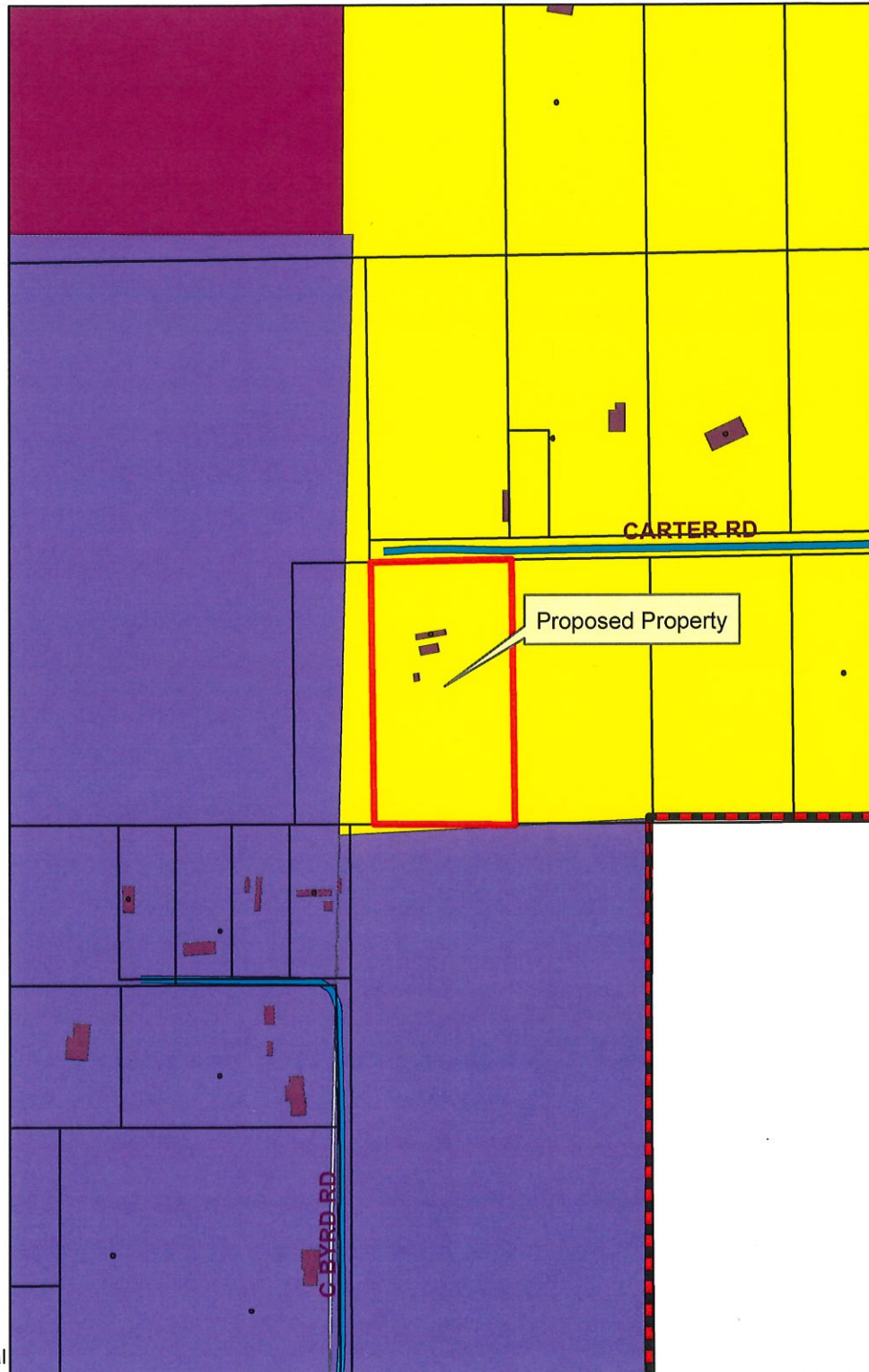
Prepared By:
City of Gautier
Planning Department

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



Councilman Colledge made the motion to approve the Planning Commission's recommendation and grant the Conditional Use-Major Permit, as presented, that would allow a manufactured home in an AG Agricultural Zoning District located at Carter Road, Gautier, MS (GPC #21-53-CU). 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 256-2021

**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 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 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 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 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 **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 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.

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 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:

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.

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)
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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.

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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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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.

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Total Area: 20 acres
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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.

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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.

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Applicant Response: No.

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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 & CONCLUSION:

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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
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ATTACHMENTS:

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

Signature of Applicant(s): 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.

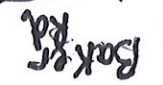
CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide 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!

50 ft wide
minimum



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

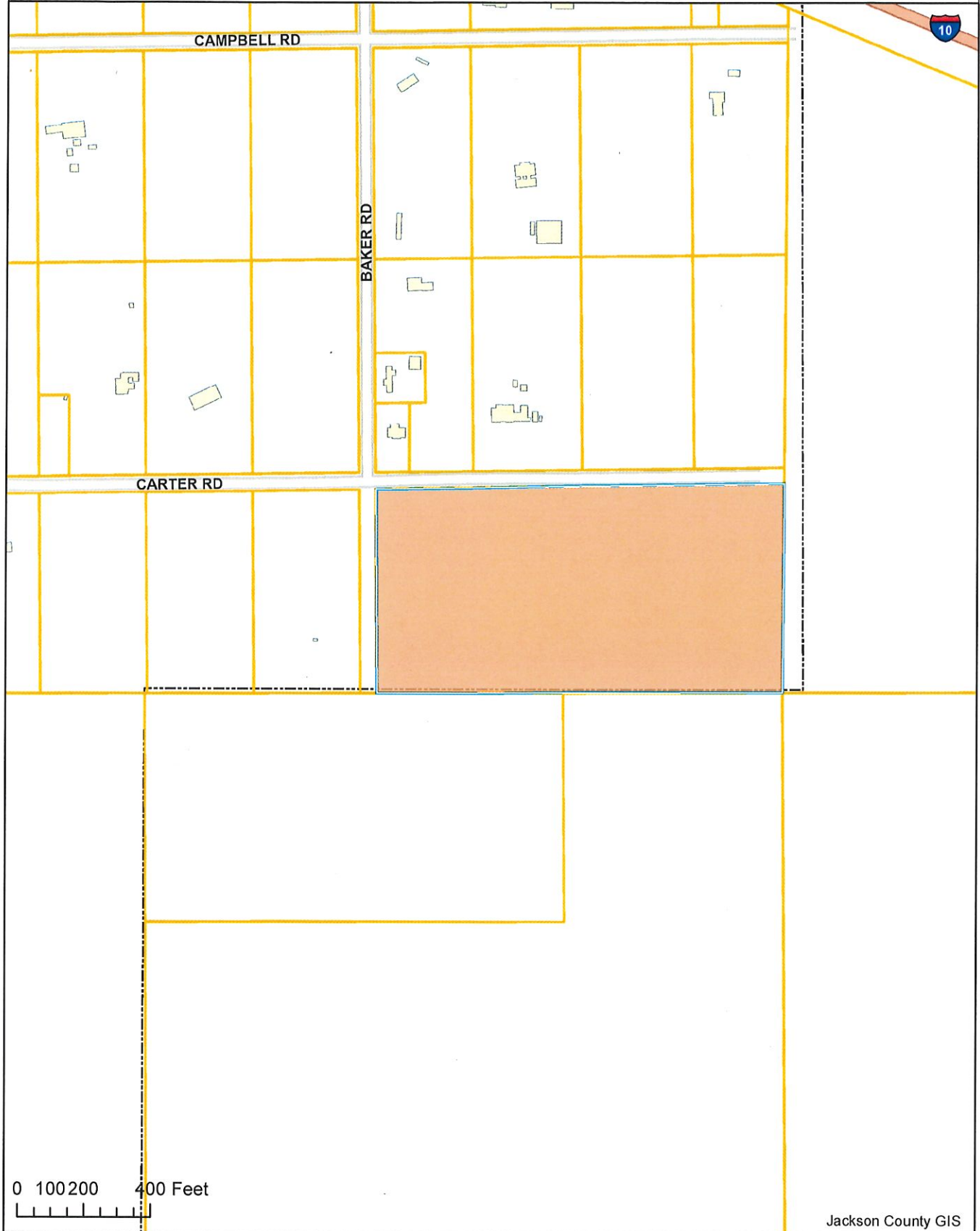


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

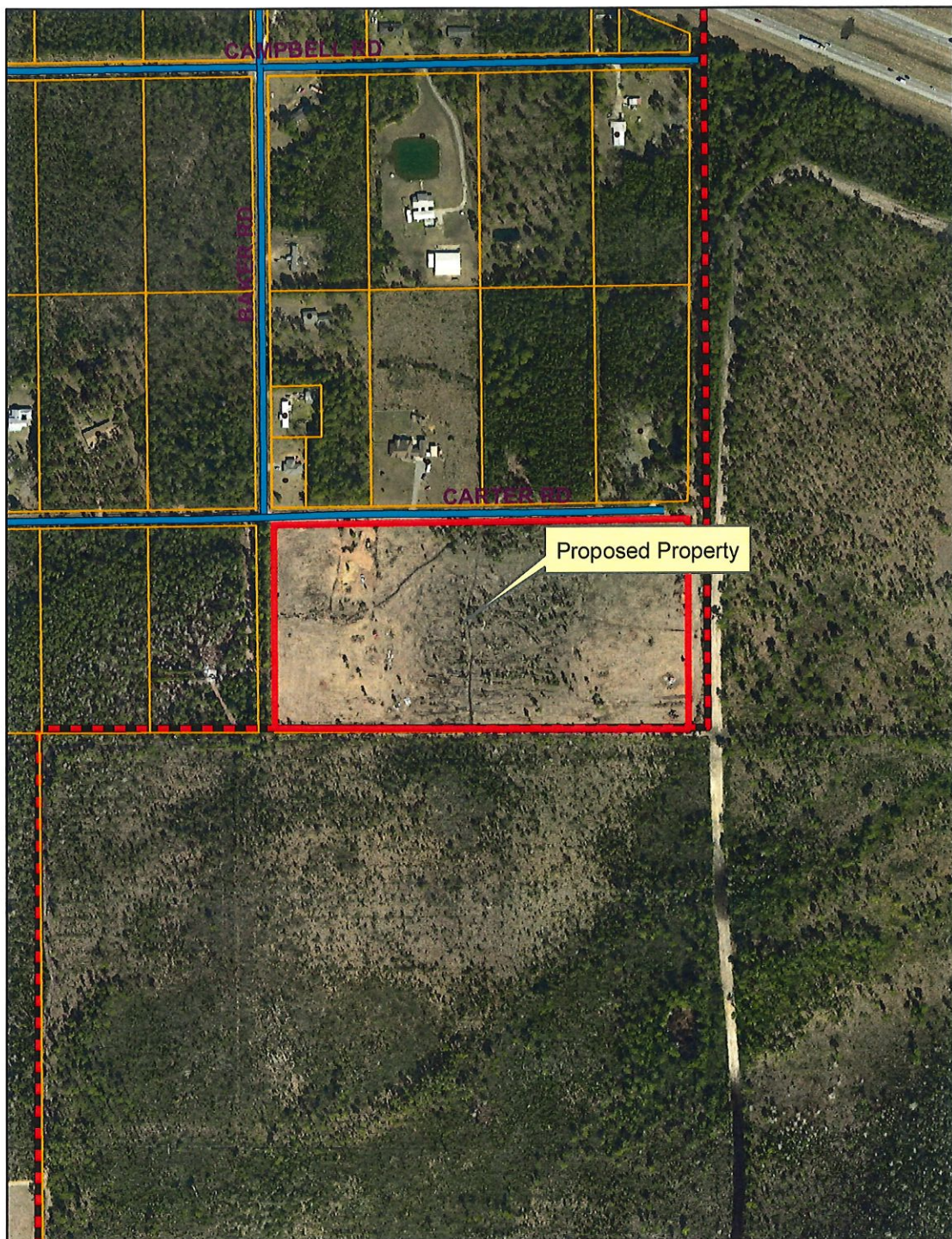


Exhibit B

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

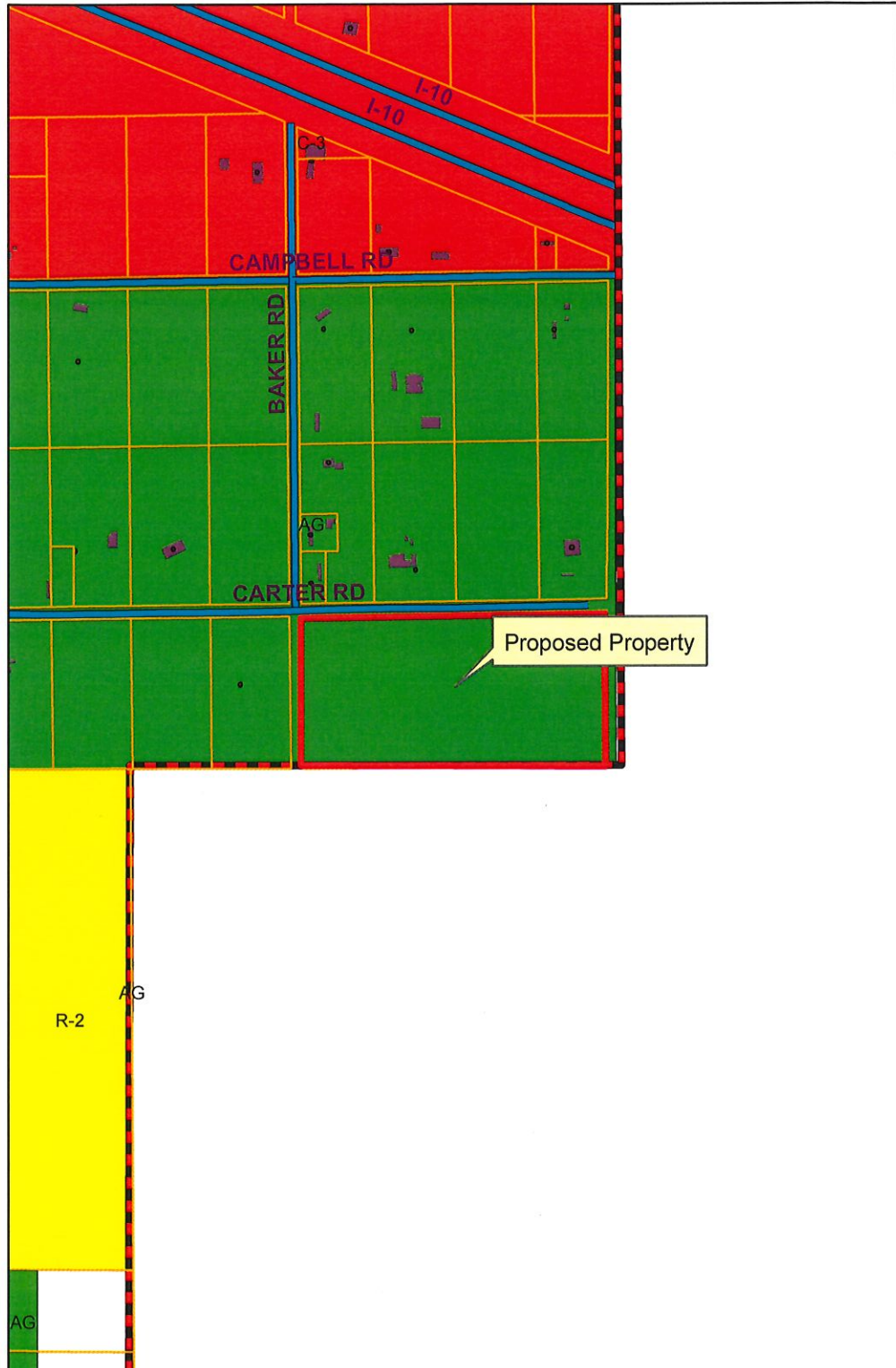


Exhibit C

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

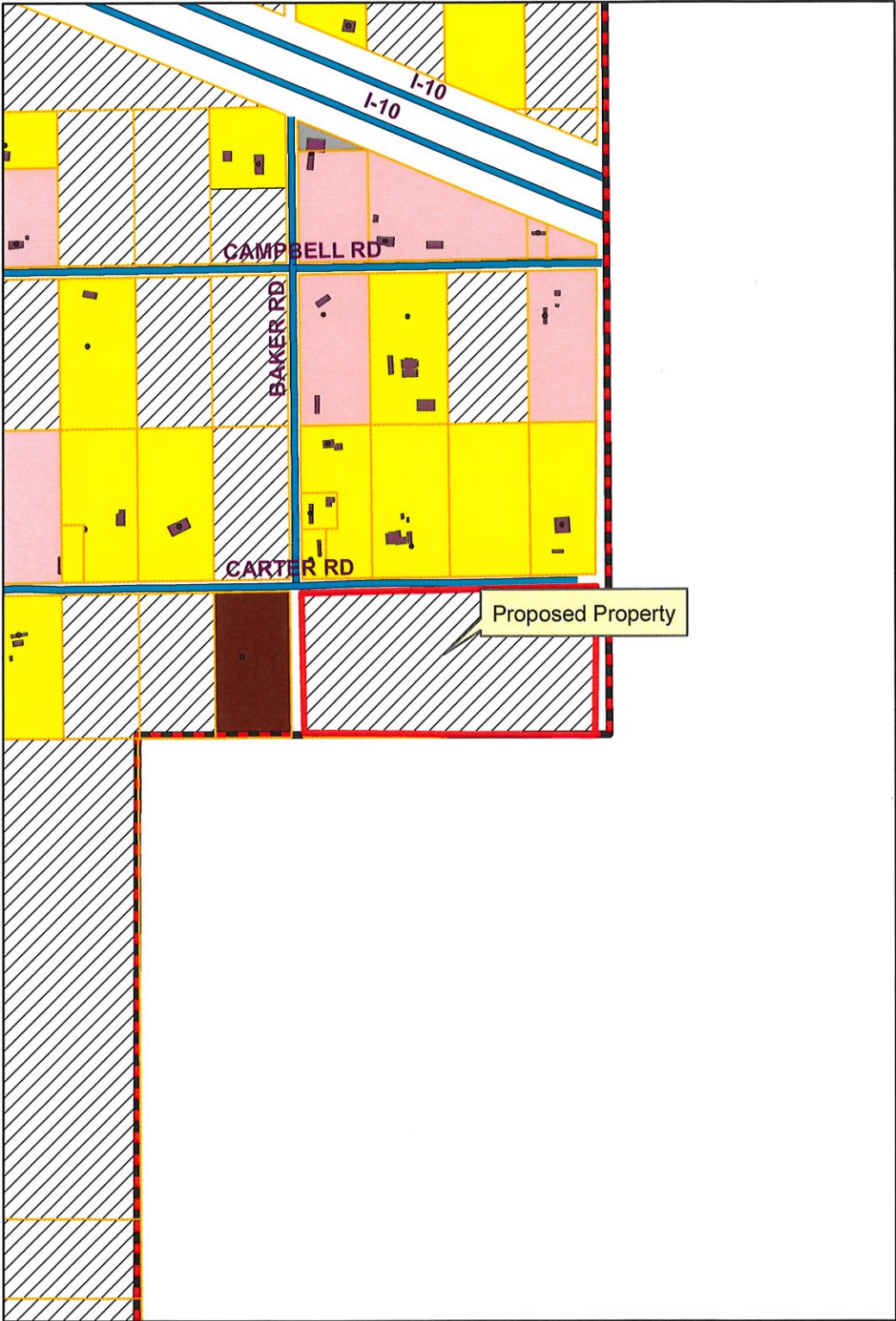


Exhibit D Future Land-Use

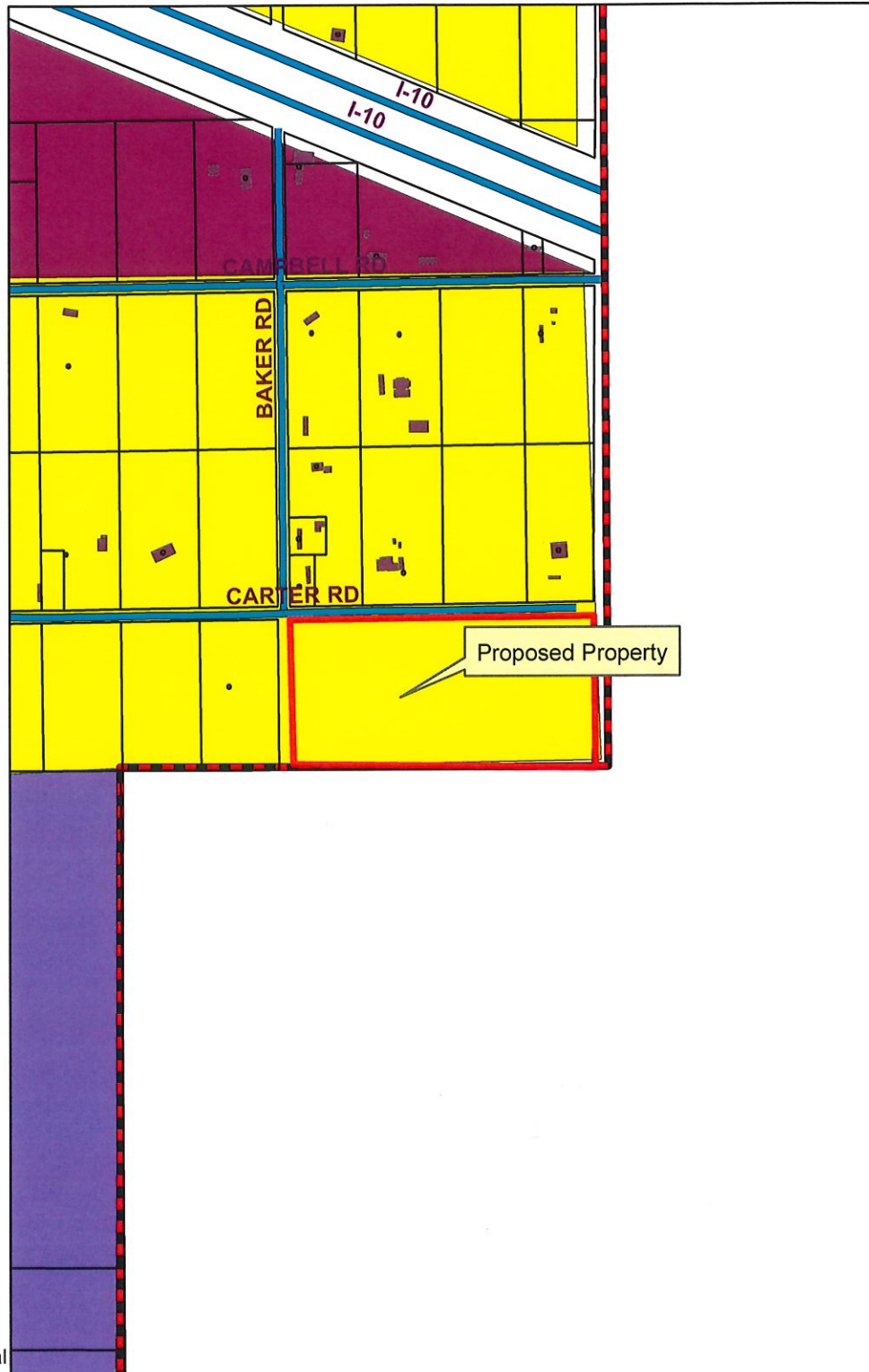
Prepared By:
City of Gautier
Planning Department

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



Councilman Jackson made the motion to approve 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, Gautier, MS (GPC #21-57-VAR). 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 257-2021

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 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 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 **Councilman Jackson**, 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 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.

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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

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- A. 30% of required off-street parking spaces and/or
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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)

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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;
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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.

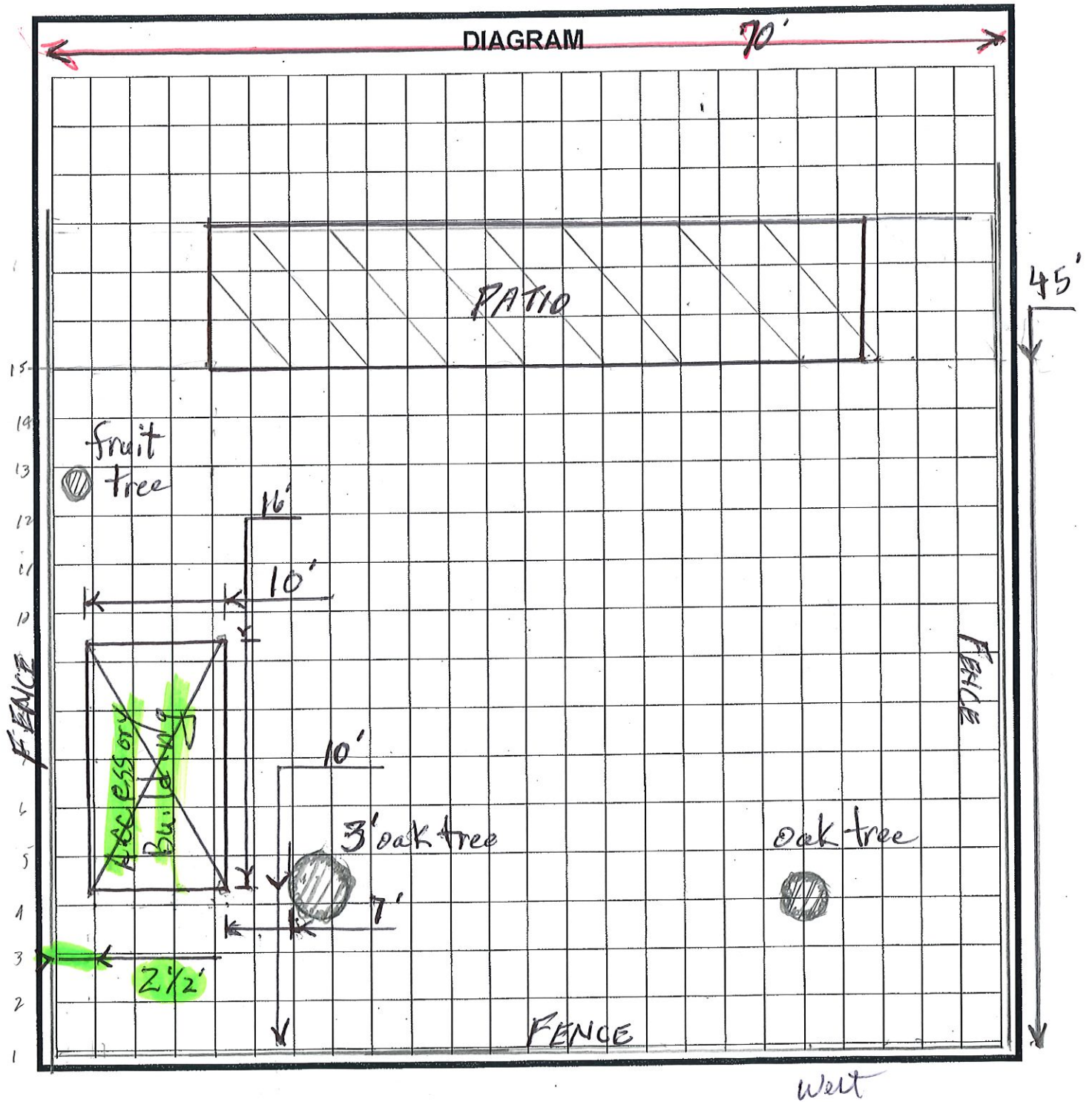
Respectfully,
Charles Pinion.

PS. RESPECTFULLY REQUEST THAT THE VARIANCE BE GRANTED.

2809 West Park Dr.

WEST PARK Drive

East



1/2

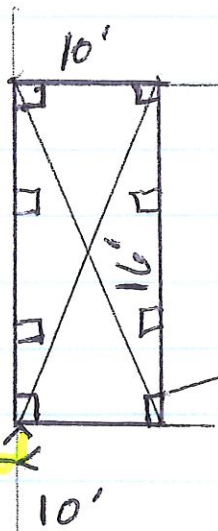
2809 West Park Drive

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

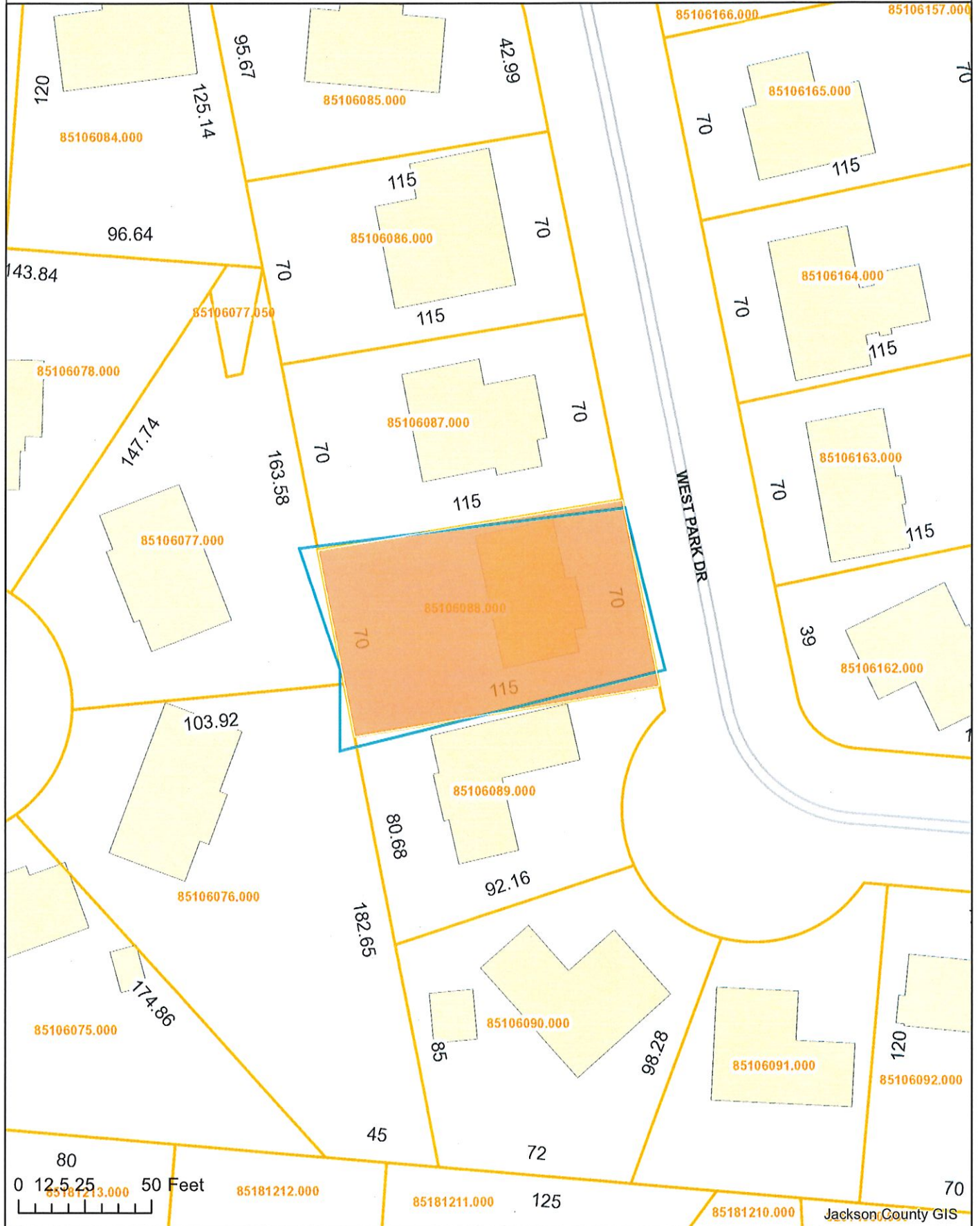


Exhibit A Location Map

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

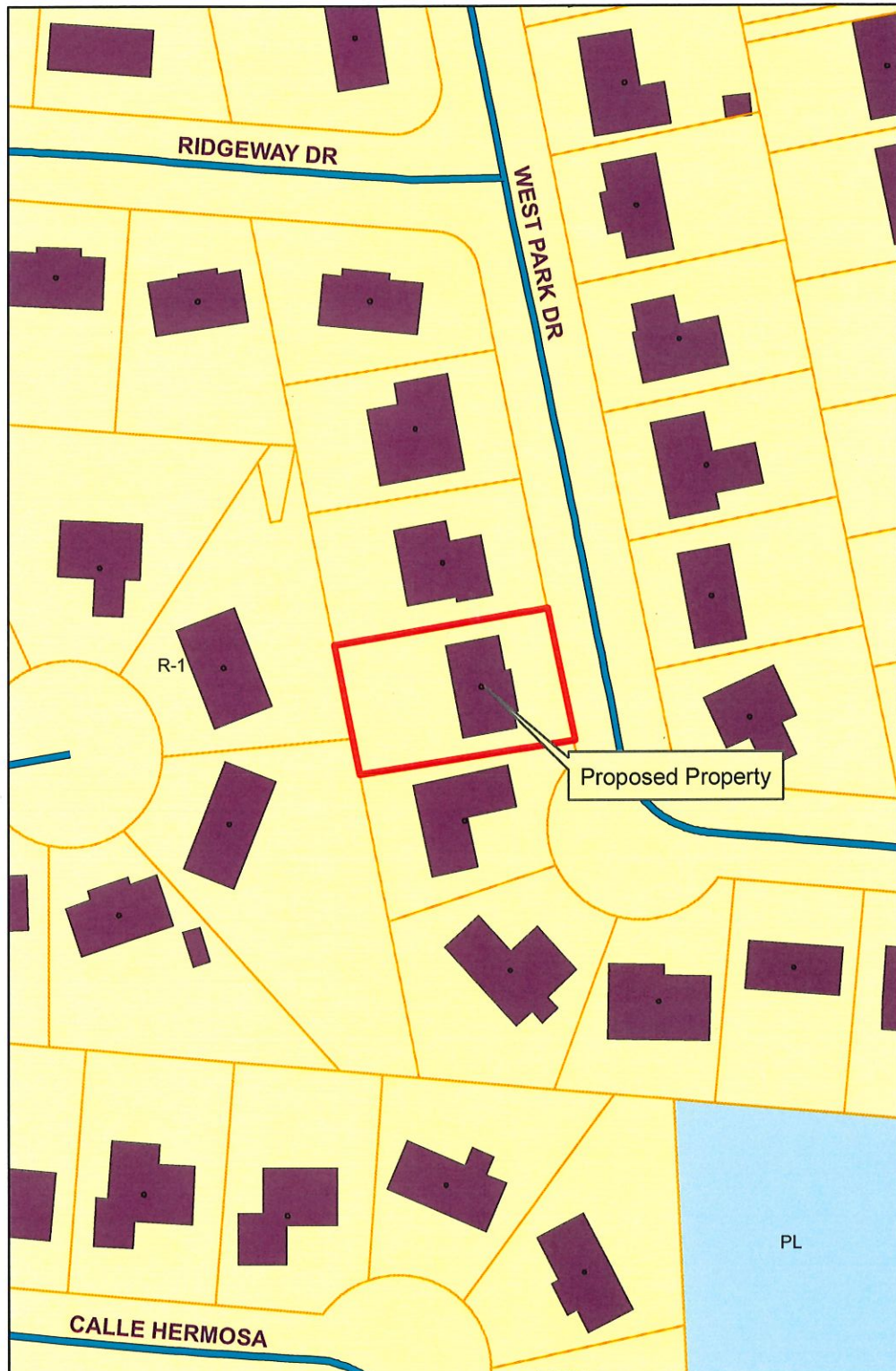


Exhibit C

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

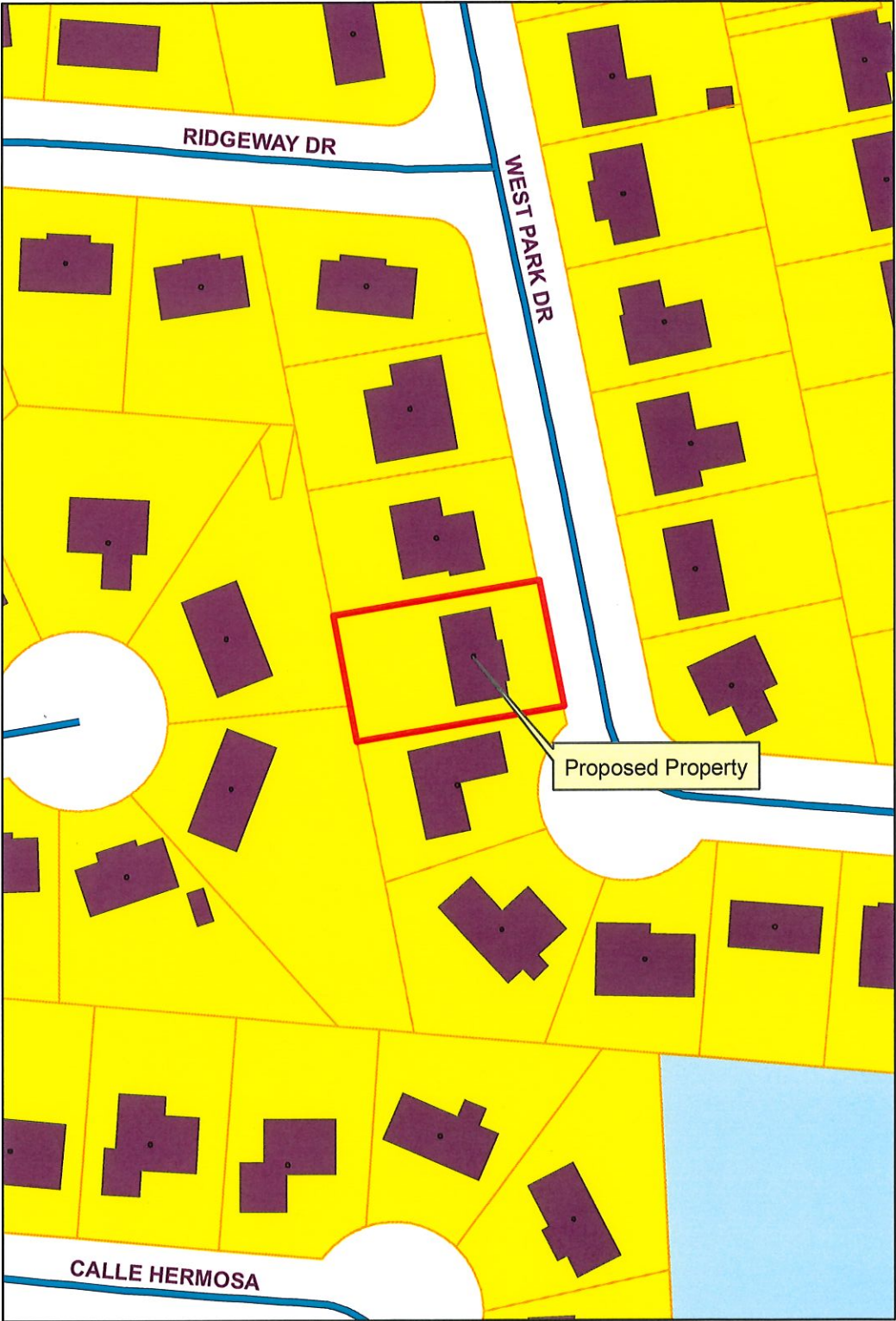


Exhibit D Future Land-Use

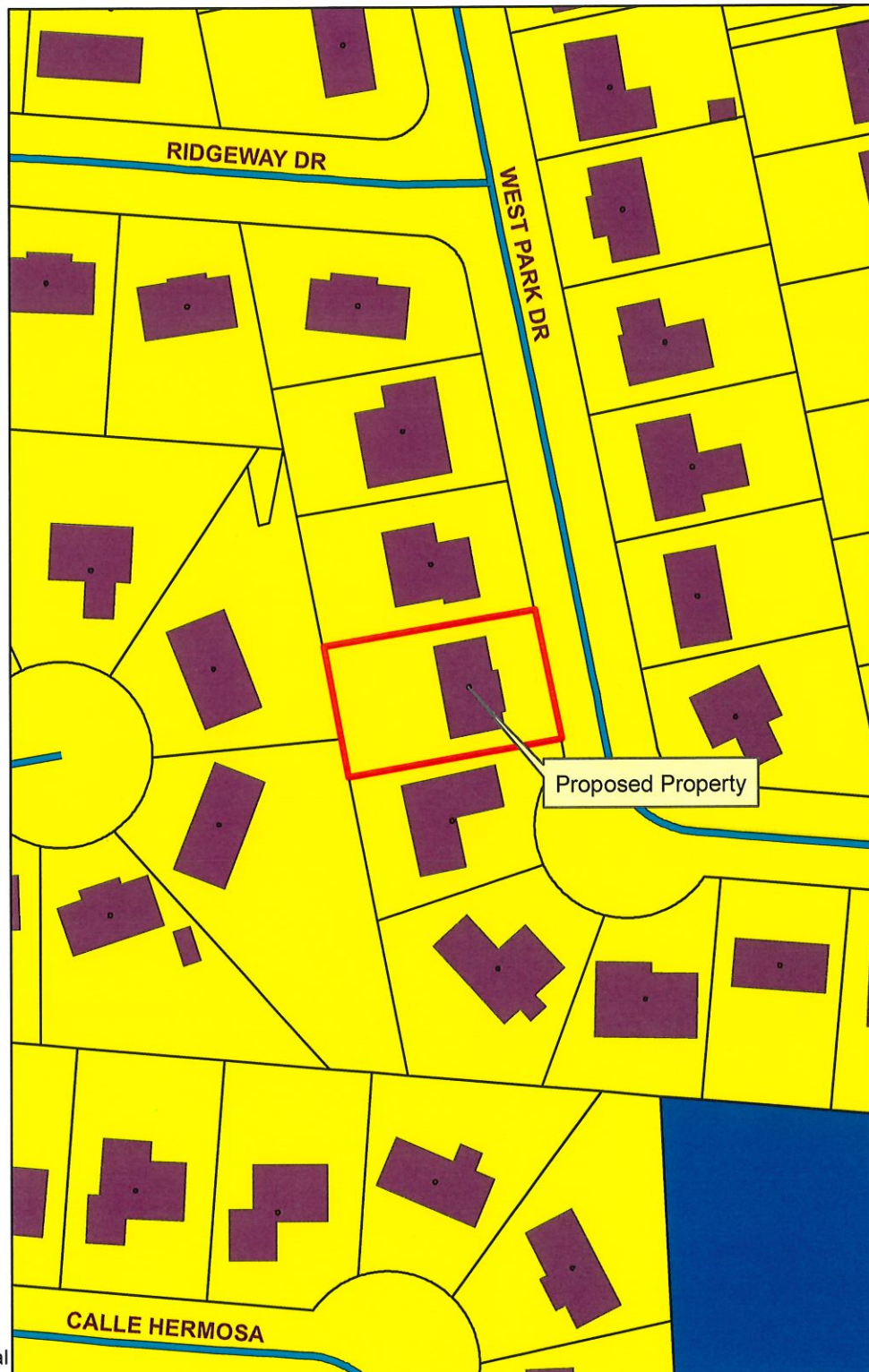
Prepared By:
City of Gautier
Planning Department

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



Councilman Colledge made the motion to approve the Planning Commission's recommendation and permit a Special Exception that would allow a workshop on Riverview Drive, Gautier, MS, in an R-1 low density single-family residential district. 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 258-2021 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 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 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 a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves 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 **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 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
 - (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

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

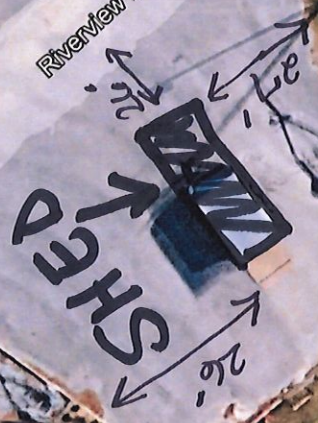
Image Landsat / Copernicus
Image © 2021 TerraMetrics

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
85700050.000	208	LENOIR SCOTT & HARRIETT
85700051.000	208	LENOIR SCOTT & HARRIETT
85700052.000	208	LENOIR SCOTT & HARRIETT
85700053.000	75	LENOIR SCOTT & HARRIETT
85700054.000	75	LENOIR SCOTT & HARRIETT
85700055.000	75	LENOIR SCOTT & HARRIETT
85700056.000	75	LENOIR SCOTT & HARRIETT
85700057.000	75	LENOIR SCOTT & HARRIETT
85700058.000	75	LENOIR SCOTT & HARRIETT
85700059.000	75	LENOIR SCOTT & HARRIETT
85700060.000	75	LENOIR SCOTT & HARRIETT
85700061.000	75	LENOIR SCOTT & HARRIETT
85700062.000	75	LENOIR SCOTT & HARRIETT
85700063.000	75	LENOIR SCOTT & HARRIETT
85700064.000	75	LENOIR SCOTT & HARRIETT
85700065.000	75	LENOIR SCOTT & HARRIETT
85700066.000	75	LENOIR SCOTT & HARRIETT
85700067.000	75	LENOIR SCOTT & HARRIETT
85700068.000	75	LENOIR SCOTT & HARRIETT
85700069.000	75	LENOIR SCOTT & HARRIETT
85700070.000	75	LENOIR SCOTT & HARRIETT
85700071.000	75	LENOIR SCOTT & HARRIETT
85700072.000	75	LENOIR SCOTT & HARRIETT
85700073.000	75	LENOIR SCOTT & HARRIETT
85700074.000	75	LENOIR SCOTT & HARRIETT
85700075.000	75	LENOIR SCOTT & HARRIETT
85700076.000	75	LENOIR SCOTT & HARRIETT
85700077.000	75	LENOIR SCOTT & HARRIETT
85700078.000	75	LENOIR SCOTT & HARRIETT
85700079.000	75	LENOIR SCOTT & HARRIETT
85700080.000	75	LENOIR SCOTT & HARRIETT
85700081.000	75	LENOIR SCOTT & HARRIETT
85700082.000	75	LENOIR SCOTT & HARRIETT
85700083.000	75	LENOIR SCOTT & HARRIETT
85700084.000	75	LENOIR SCOTT & HARRIETT
85700085.000	75	LENOIR SCOTT & HARRIETT
85700086.000	75	LENOIR SCOTT & HARRIETT
85700087.000	75	LENOIR SCOTT & HARRIETT
85700088.000	75	LENOIR SCOTT & HARRIETT
85700089.000	75	LENOIR SCOTT & HARRIETT
85700090.000	75	LENOIR SCOTT & HARRIETT
85700091.000	75	LENOIR SCOTT & HARRIETT
85700092.000	75	LENOIR SCOTT & HARRIETT
85700093.000	75	LENOIR SCOTT & HARRIETT
85700094.000	75	LENOIR SCOTT & HARRIETT
85700095.000	75	LENOIR SCOTT & HARRIETT
85700096.000	75	LENOIR SCOTT & HARRIETT
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

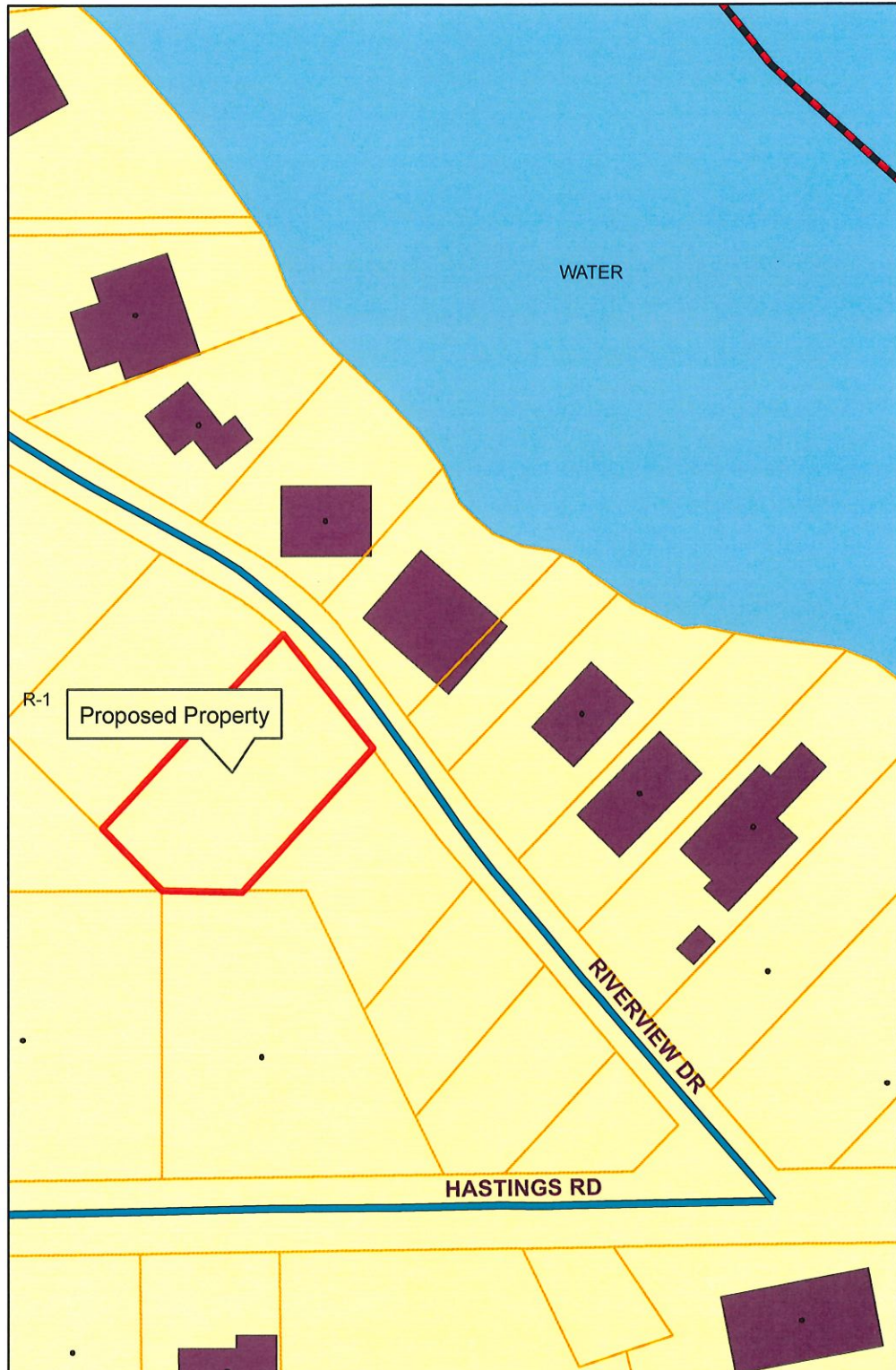


Exhibit C

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

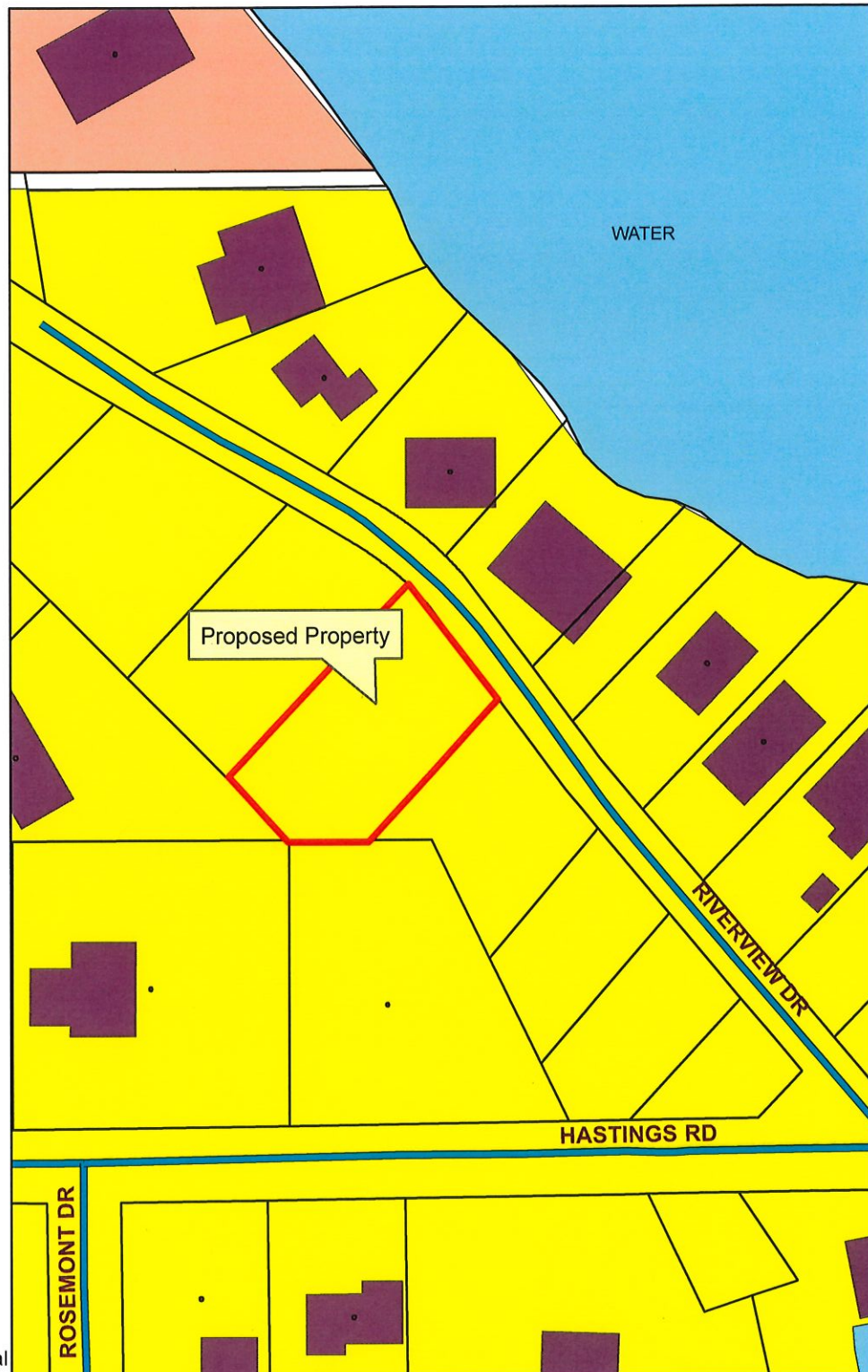
Prepared By:
City of Gautier
Planning Department

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



Councilman Gollott made the motion to approve the paid Docket of Claims, as presented, for the grant application loan for the Singing River Mall Property in the amount of \$3,502,393.42. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 259-2021

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 **Councilman Gollott**, seconded by **Councilman George**, 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 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

Councilman College 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 George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 260-2021

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 George**, 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 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
	001-205-559	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

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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	

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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	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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	AIM CONSTRUCTION COMPANY INC Account Number 305-300-701	220739	12/21/2021	12/15/2021			4,911.00	
		Description	Invoice #	Date	P.O.		Amount	
		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

The City Manager requested to pull Consent Agenda Item 2 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1 and 3-8, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 261-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 and 3-8 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 George**, 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 21, 2021.

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

ORDER NUMBER 262-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 21, 2021.

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

ORDER NUMBER 263-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 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:

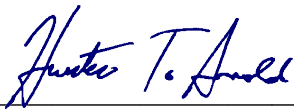
ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Waggoner Engineering, Inc., for studying alternatives and feasibility for a new grade separated railroad crossing at the CSX Railroad in the city of Gautier, STP-0494-00(013) LPA/108640-711000, Jackson County, Mississippi 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__.

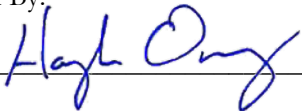
Paula Yancey, City Manager

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

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

ORDER NUMBER 264-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 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: _____

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

RESOLUTION NUMBER 145-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 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:

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

ORDER NUMBER 265-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 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:

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

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

2 OF 3

REQ.

ITEM OPTION CODE DEALER OPTION CODE

List optional engines:

3.5 V6 ECOBOOST	998	\$2,362	
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 ¹ 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

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

3 OF 3

REQ.

ITEM	OPTION CODE	DEALER OPTION CODE	COST
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

31,779
+ 706
228
TOTAL \$ 32,713.00

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

ORDER NUMBER 266-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 21, 2021.

[illegible]

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

ORDER NUMBER 267-2021

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 **Councilman Colledge**, seconded by **Councilman George**, 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 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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Councilman Gollott made the motion to approve a special event permit, as amended, for a firework display in the area depicted on the attached map, as approved by the Fire Chief, and off-duty officers to utilize City uniforms, vehicles, and firearms while providing private security services for a local wedding. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 146-2021

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 **Councilman Gollott**, seconded by **Councilman Colledge**, 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 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
Ending Time: 12:01 AM/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

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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.

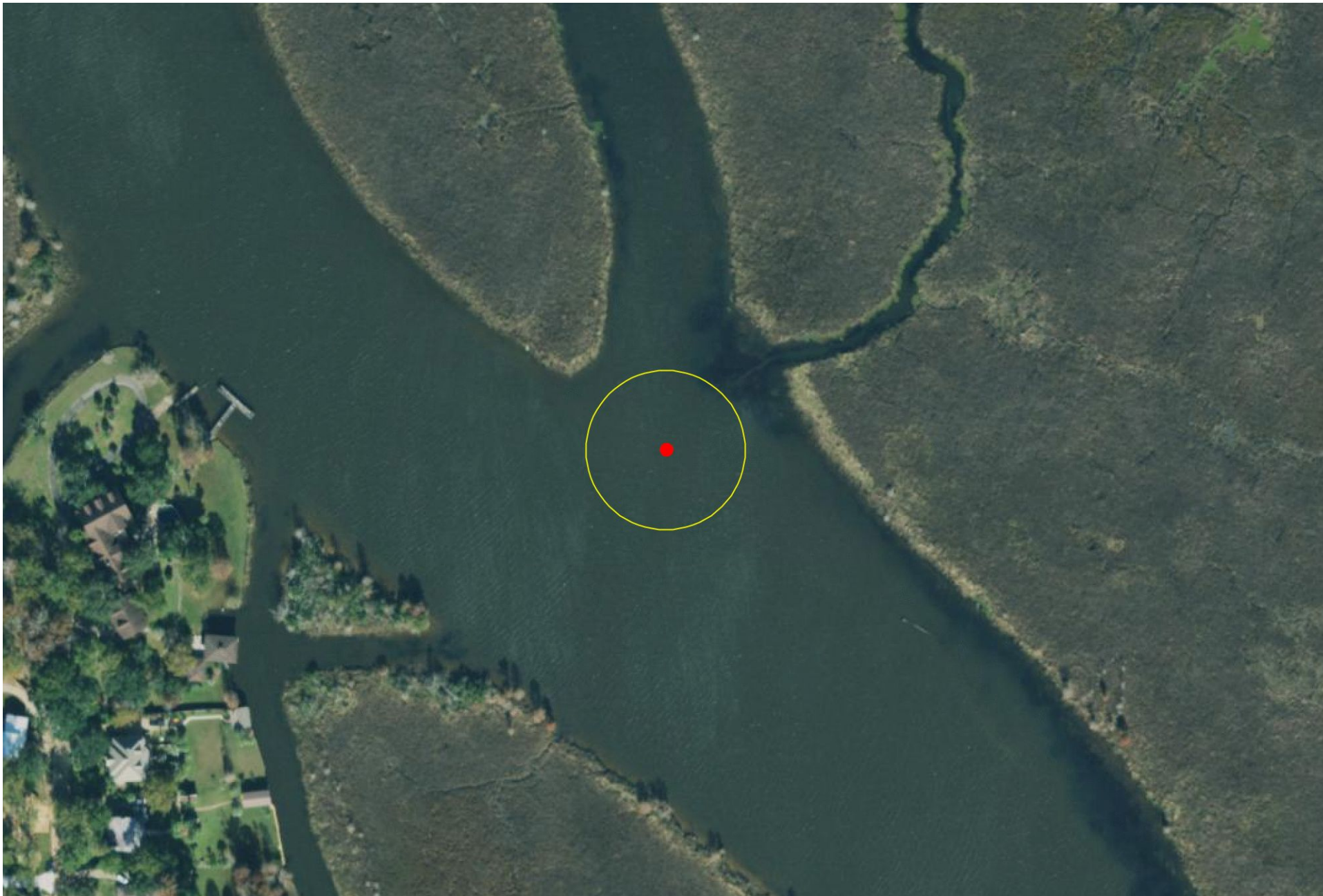
Here is some additional information, if needed:

- (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

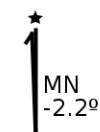
11/30/21



Mercator Projection
WGS84
UTM Zone 16R



Scale **1:2182** 1 inch = 182 feet
172



During City Attorney comments, Mr. Danos requested a motion to enter closed session to determine if executive session is necessary.

Councilman Colledge made the motion to enter closed session to determine if executive session is necessary and proper. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to enter executive session to discuss security situations with the City's internet and security systems. Councilman George seconded the motion. The vote was carried unanimously.

After further discussion, Councilman Anderson made the motion to approve the proposal from AGJ for complete IT support care. Councilman George seconded the motion. The vote was carried unanimously.

City Attorney announced all action 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 Gollott made the motion to adjourn until January 4, 2022 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 January 4, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:

January 4, 2022

Title:

Authorization to provide six (6) arch pipes to the Jackson County Road Department

Introduced by:

Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to provide six (6) arch pipes to the Jackson County Road Department

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 000-2022

WHEREAS, the Grants and Projects Department desires to donate six (6) arch pipes to the Jackson County Road Department; and

WHEREAS, Jackson County previously donated these reinforced concrete arch pipes to the City, and placed them on a City-owned parcel for use in City projects; and

WHEREAS, these pipes will not be suitable for use on the Martin Bluff road widening project, and need to be moved due to them being too close to the project area;

WHEREAS, the Jackson County Road Department has expressed interest in taking back the arch pipes, and will remove the pipes at no cost to the City; and

WHEREAS, House Bill 35, 2002, is a Local and Private law authorizing Jackson County and its incorporated municipalities to share governmental equipment, manpower, services and resources as mutually agreed upon; and

WHEREAS, the Mayor and Council Members hereby find that donating the six (6) arch pipes back to the Jackson County Road Department would be in the best interests of the City and the taxpayers of the State of Mississippi;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the donation of six (6) arch pipes to the Jackson County Road 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 **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 January 4, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 12/27/2021
Subject: Donation of arch pipes to Jackson County Road Department

REQUEST:

The Grants and Projects Department requests City Council authorization to donate six arch pipes to the Jackson County Road Department.

BACKGROUND:

Six 8-foot-long sticks of reinforced concrete arch pipes (73" x 45") were donated by Jackson County and placed on a city-owned parcel just west of Martin Bluff Elementary School years ago for use in City projects. They will not be suitable for use on the Martin Bluff Road widening project. The arch pipes are too close to the project area and need to be moved. They weigh approximately 5.5 tons each.

DISCUSSION:

The Jackson County Road Department has expressed interest in taking back the arch pipes. The county road manager will remove the arch pipes at no cost to the City.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council donate six arch pipes back to the Jackson County Road Department.

City Council may:

1. Authorize the donation as presented; or
2. Not approve the donation.

ATTACHMENTS:

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

Council Meeting:
Title:

January 4, 2022
**Approval of Amendments to the Comprehensive
Fee Schedule**

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of amendments to the Comprehensive Fee Schedule to add baseball/softball registration fees of \$80.00/player, to revise the youth basketball fee to \$75.00/player, to add a \$3.00/player fee for disc golf at Shepard Park, and to add a \$3.00/vehicle parking fee to the pavilion rental at Shepard Park

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:

RESOLUTUION NUMBER 000-2022

**RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE
PARKS AND RECREATION DEPARTMENT**

WHEREAS, the Parks and Recreation Department has requested that certain amendments be made to the comprehensive fee schedule; and

WHEREAS, the changes requested are to add baseball/softball registration fees of \$80.00/player, to revise the youth basketball fee to \$75.00/player, to add a \$3.00/player fee for disc golf at Shepard Park, and to add a \$3.00/vehicle parking fee to the pavilion rental at Shepard Park; and

WHEREAS, the Mayor and Council Members hereby find that such revisions are in the best interests of the citizens 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 requested amendments 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 January 4, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 12/27/2021
Subject: Approval to amend the Comprehensive Fee Schedule for the Parks and Recreation Department

REQUEST:

The Recreation Department requests that Council amend the Comprehensive Fee Schedule to reflect the following changes:

City Program Registration Fees

- Add Baseball and Softball. For \$80.00 per player
- Update Youth Basketball Fee to \$75.00 per player

Shepard Park Fees:

- Add Disc Golf fee, \$3.00
- Add \$3.00 per vehicle parking fee with rental of pavilion at Shepard State Park

BACKGROUND:

The Recreation Director has been evaluating the operations of the Recreation Department and has found discrepancies in fees for Shepard State Park. These fees have always been charged but not reflected on the comprehensive fee schedule. Under the city program registration fees section, the added changes will address the city being able to offer basketball, baseball/softball.

DISCUSSION:

By updating the comprehensive schedule, this will allow the Recreation Dept. to run more efficiently.

RECOMMENDATION:

The Recreation Department recommends that City Council amend the Comprehensive Fee Schedule to reflect the following changes:

City Program Registration Fees

- Add Baseball and Softball for \$80.00 per player
- Update Youth Basketball Fee to \$75.00 per player

Shepard Park Fees:

- Add Disc Golf fee, \$3.00 per vehicle
- Add \$3.00 per vehicle parking fee with rental of pavilion at Shepard State Park

The City Council may:

1. Amend the Comprehensive Fee Schedule as reflected above,
2. Not amend the Comprehensive Fee Schedule as reflected above; or
3. Amend the Comprehensive Fee Schedule with corrections

ATTACHMENTS:

1. Comprehensive Fee Schedule 04202021 rvsd

BUILDING/PLANNING

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	BUILDING, MECHANICAL, ELECTRICAL, & PLUMBING CONSTRUCTION PERMITS			
	Construction Valuation \$0 - 100,000	Each	\$25 for 1st \$1,000 + \$5 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Data (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$100,001 - \$500,000	Each	\$520 for \$100,000 + \$4 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$500,001 - up	Each	\$2120 for \$500,000 + \$3 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
II.	SITE PREPARATION - PERMITS			
	Demolition - Commercial Structure			Includes demolition of commercial building and accessory structures only.
	0 - 5,000 square feet	Each	\$250.00	
	5,001 - up square feet	Each	\$250.00 for 5,000 sf + \$50 each add'l 5,000 sf	
	Demolition - Commercial Site			Include demolition of site work improvements including pavement, utilities, septic tanks, wells, flag poles, retaining walls, bulk heads, etc.
	0 - 5 Acres	Each	\$250.00	
	5.01 - Up Acres	Each	\$250.00 for 5 ac + \$50 each add'l 5 ac	
	Site Clearing/Demolition/Land Disturbance			
	0 - 0.9 Acres	Each	\$25.00	Required for land disturbance activities (mowing/bush hogging-only does not require a permit). Removal of protected trees requires a separate permit.
	1 - 4.9 Acres	Each	\$50.00	
	5 - Up Acres	Each	\$100.00	
	Bulk Head Construction Permit Fee	Each	\$50.00	
	Protected Tree Removal	Each	\$50.00	Live Oaks/Magnolia an any other significant trees are considered protected trees.
III.	MOBILE HOME/HOUSE MOVING PERMITS			
	New Placement or Moving Unit out of City	Each	\$150 + \$250 Refundable Deposit	Mobile Home/Trailer Moving Companies proof shall be provided. Deposit will be refunded once the city has verified that no damage was incurred to the city right of ways, vacated lot is cleaned up (as applicable), and new placement is complete. (As required by Police Chief)
	Mechanical, Electrical, Plumbing Permits		See Section I. for permits fees based on new construction valuation	
IV.	MISCELLANEOUS PERMITS/FEES			
	Special Exception Application Fee	Each	\$250.00	
	Commercial Signs	Each	\$25.00	Per Sign including, New Placement, Copy Change, or Repair (Free Standing, Wall, Canopy, Roof)
	Temporary Banners (Within Right-of-Way)	Each	\$0.00	Banners must meet the minimum Criteria of the City of Gautier's policy for Banners Within Public Rights-of-Way
	Temporary Banner (Private Commercial Property)	Each	\$20.00	Per Time Period Allowed by UDO. Fee will include any combination of banners/signage up to the square footage allowed.
	Power Service Authorization/Inspection	Each	\$25.00	
	New Business	Each	\$100.00	

*Projects funded/administered by the City of Gautier and/or the Pascagoula-Gautier School District are not subject to permitting fees.

*Projects funded/administered by the Pascagoula-Gautier School District are however, subject to applicable Review/Approval Process Fees.

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Rummage Sale	Each	\$0.00	Commercial Only. No permit required for residential property.
	Temporary Use	Each	\$25.00	Christmas Tree Sales Lot, Contractor's Temporary Office/Storage Sheds (per building/structure), Portable Storage Container, Realestate Sales Office, Farm Produce/Non-Perishable Goods Sales, Special Events (Private Commercial Property). Special Events on public property will be approved by the City Clerk's Office.
	Swimming Pools	Each	See Section I. for permits fees based on new construction valuation	Bond required for all off-site improvements over \$10,000 valuation.
	Off-Site Improvements	Each		
	Subdivision Infrastructure	Each		
	Re-inspection Fee	Each	\$25.00	
	Work W/O Permit	Each	Up to 5x Normal Permit Fees	Building and Zoning Administrator will determine the fee based on the latest edition of the International Code Council
	City Construction Project		Permit is required, but no fee will be charged	
	Golf Cart Registration		\$25.00	One time fee
V.	CONTRACTOR LICENSE			
	General		no charge	Must have License issued by the State of Ms.
	Remodelers		\$100 for Gautier License or No Charge if Licensed through State of Ms.	
	Electrical		\$50 for Gautier License or No Charge if Licensed through State of Ms.	
	Mechanical			
	Plumbing			
VI.	REVIEW/APPROVAL PROCESS FEE			
	Plan Review			
	Commercial Plan Review	Each	1/2 Permit Fee or Cost of 3rd Party Review (whichever is higher)	
	Subdivision Infrastructure Plan Review	Each		
	Residential - New House	Each	\$50.00	Includes any new house or addition/accessory structure over 750 sf
	Residential - Misc. Plan Review	Each	\$25.00	Includes sheds, decks, additions/accessory structures (under 750 sf), renovations, ramps, driveways, bulkheads, retaining walls, flag poles, boathouses, piers, etc.
	Major Development Order	Each	\$100.00	For all Commercial Developments over 2.25 acres (unless exempt by UDO). Or developments requesting Tier 3 approval. Required Planning Commission and City Council Review.
	Landfill Site Operating Permit			
	new, expanding and modifications	Each	\$150.00	
	annual renewal only	annually	\$50.00	with no changes in operations
	Appeal Staff Decision to Planning Commission	Each	\$100.00	
	Appeal Planning Commission Decision to Council	Each	\$100.00	
	Right-of-Way Vacation	Each	\$250.00	
	Conditional Use (Major/Minor)	Each	\$250.00	
	Special Exception Application Fee	Each	\$250.00	
	Technical Review Committee (TRC) Review Meeting	Each	\$50.00	TRC Fee is not charged if it is a part of another review process listed in this section.
	Technical Review Committee (TRC) Review without Meeting	Each	\$0.00	Review materials will be e-mailed to TRC members in lieu of having an official meeting if the applicant waives their right to attend a meeting.
	Variance - Greater than 30%	Each	\$175.00	
	Variance - Administrative	Each	\$100.00	

	Zoning Change	Each	\$300.00	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Text Amendment	Each	\$250.00	
	Home Occupation	Each	\$125.00	
	Lot Split/Rearrangement (Minor)	Each	\$50.00	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	\$100.00	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	\$100.00 + \$6 per lot	
	Other Public Hearing Requests	Each	\$100.00	

PARKS & RECREATION

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	GENERAL PARK AND RECREATION (RENTAL FEES)			
	GEORGE MARTIN PARK			
	Whole Park Rental	Day	\$500.00 + \$250 refundable Deposit	
	pavilion -(8am to 12pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(12pm to 4pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(4pm to dusk)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(all day)		\$100.00 + \$30 refundable deposit	
	Senior Center Building			
	resident	Day	\$150.00 + \$100 refundable Deposit	
	non resident	Day	\$150.00 + \$100 refundable Deposit	
	BUDDY DAVIS PARK / BACOT PARK			
	Whole Park Rental	Day	\$500.00 + \$350 refundable Deposit	
	Field Rental (8am to 1pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (1pm to 5pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (5pm to 10pm)	Each	\$75.00 + \$100 refundable Deposit	Any one field
	Field Rental (All Day)	Each	\$150.00 + \$100 refundable Deposit	Any one field
	Field Light Charge when left on	Each Day	\$100.00	Any Field/Any Park
	SHEPARD STATE PARK			
	Camping (RV sites)			
	nightly	Day	\$18.00	
	nightly (65 or older/ or disable)	Day	\$13.00	
	monthly	Monthly	\$360.00	
	camping (primitive)	Per Tent/Day	\$13.00	
	Group/Scout Group (primitive)	per person/Day	\$2.00	
	Yearly pass	Yearly	\$42.00	Includes Daily Car Pass activities and archery lane use. Does not include facility rentals or camping.
	Daily Car Pass (Up to 6 People)	per car	\$4.00	\$.50 per person over 6. (Provides access to disc golf, dog park, playground, bike trails/ walking trails., etc.)
	Daily Walk In Pass /Bus/Bike	per person/Day	\$0.50	
	Boat Launch	per boat/Day	\$4.00	Campers Exempt from Boat Launch Fee
	Disc Golf	per vehicle	\$3.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Archery Lane Use	per hour/ person	\$5.50	Must leave valid driver's license with park attendant until fee is paid upon leaving park.
	Park Pavilions	per day	\$35.00	
	Pavilion Parking	per vehicle	\$3.00	vehicle parking fee with rental of the pavilion
	Multi-purpose Field	per hour	\$6.00	
	Multi-purpose Field w/lights	per hour	\$12.00	
	CITY PROGRAM REGISTRATION FEES			
	Youth Football			
	Flag Football		\$70.00	
	Tackle Football		\$90.00	
	Youth Cheerleading		\$90.00	
	Youth Basketball	per player	\$75.00	
	Baseball	per player	\$80.00	
	Softball	per player	\$80.00	

CITY CLERK

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	ADMINISTRATION FEES			
	Photocopies	page	\$0.30	
	NSF Check Fee	Each	\$40.00	
	Candidate Filing Fee	Each	\$10.00	
	Audio/Video Tape Copies	Each	\$25.00 + hourly rate	
II.	PRIVILEGE LICENSE			
	1 – 3 employees		\$20.00	
	4 – 10 employees		\$30.00	
	11 and above		\$30.00	the 1 st ten employees and \$3 for each additional employee. The cost of the license will be determined by the number of full time employees.(30 hrs. a week or more)
III.	TRANSIENT VENDORS			
	Privilege License	Each	\$250.00	(should be renewed after 90 days for \$25.00)
	Privilege License Reprint	Each	\$15.00	
	Badge of Identifying Certificate	Each	\$15.00	
IV.	SUBPOENAS – personal appearance	Each	\$150.00	

PUBLIC WORKS/ UTILITIES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	METER DEPOSIT FEES *			
	¾" meter		\$200.00	
	1" meter		\$250.00	
	1 ½" meter		\$300.00	
	2" meter		\$350.00	
	3" meter and above		meter cost plus two (2) months minimum bill	
	*Move without notice will forfeit deposit			
II.	WATER CHARGE			
	Minimum Charge of 3000 Gallons or Less	residential	\$24.75	
	1000 Gallons Over the Minimum	residential	\$8.25	

	Minimum Charge of 3000 Gallons or Less	commercial	\$25.50	
	1000 Gallons Over the Minimum	commercial	\$8.50	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	\$12.30	
	1000 Gallons Over the Minimum	residential	\$4.10	
	Wastewater Treatment Charge	residential	\$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	\$18.75	
	1000 Gallons Over the Minimum	commercial	\$6.25	
	Wastewater Treatment Charge	commercial	\$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		\$5.15	
	Sewer Only (Residential) Monthly Charge		\$42.00	
	Sewer Only (Commerical) Monthly Charge		\$100.00	
IV.	GARBAGE CHARGE			
	1 st Cart		\$21.00	
	Cart Delivery Fee (After Initial Set-up)		\$15.00	
	Special pick-up (one lift)	small load	\$50.00	
	Special pick-up (one lift)	large load	\$100.00	
V.	MISCELLANEOUS FEES			
	Capacity Charge (depending on usage)			
	0 to 9,999 gallons monthly		\$0.00	
	10,000 to 19,999 gallons monthly		\$50.00	
	20,000 to 49,999 gallons monthly		\$150.00	
	50,000 to 99,999 gallons monthly		\$350.00	
	100,000 to 199,999 gallons monthly		\$750.00	
	200,000 to 249,999 gallons monthly		\$1,000.00	
	greater than 250,000 gallons monthly		\$1,500.00	
	Reconnect for Lock off		\$65.00	
	Returned Check Fee		\$50.00	
	Late Charge Fee		\$35.00	
	Connection Service Fee		\$50.00	
	Reconnect Fee for Temporary Disconnect		\$30.00	
	Temporary Disconnect		\$30.00	
	Lock off for Non-payment		\$30.00	
	Illegal connection and/or Theft of Utilities		\$600.00 plus associated fees	
	Sewer Cleanout/Cap Tampering Fee		\$100.00	
	Sewer Inspection Fee (customer caused issue)		\$100.00	
	Transfer Fee		\$45.00	
	After Hours Calls - Other		\$50.00	
	3/4" Irrigation Meter - tap		\$255.00	
	1" Irrigation Meter - tap		\$375.00	
	Meter Locks		\$25.00	
	Meter Box Tamper Fee		\$60.00	
	Meter Relocate Fee		\$100.00	
	Meter Reread Fee		\$30.00	
	Pool Fill (Meter Only)		\$100.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
VI.	TAP FEES (Includes Water & Sewer)			divide by half for water only or sewer only
	3/4" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1 1/2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	3" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	4" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	6" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	8" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost

POLICE DEPARTMENT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	MISCELLANEOUS FEES (POLICE)			
	Accident Reports	Each	\$20.00	
	Parking Lot Reports	Each	\$10.00	
	Offense Reports	Each	\$10.00	(No charge on domestic or assault reports)
	Fingerprints	Each	\$15.00	
	Background Checks	Each	\$15.00	

FINANCE DEPARTMENT COURT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
V. I.	MUNICIPAL COURT FINES			
	IMPLIED CONSENT			
	DUI 1st offense		\$1,095.00	
	DUI 2nd offense		\$1,275.00	
	DUI 3rd offense		FELONY	
	DUI Drugs		\$1,095.00	
	ZERO TOLERANCE FOR MINORS			
	DUI 1st offense		\$575.00	
	DUI 2nd offense		\$825.00	
	TRAFFIC			
	following to close		\$172.00	
	handicap parking violation		\$250.00	
	improper parking		\$172.00	
	improper lane use		\$172.00	

	improper turn or failure to sign		\$172.00	
	improper passing		\$172.00	
	driving on wrong side of road		\$172.00	
	obstructing public street (obstruction of city street)		\$172.00	
	failure to chg. lanes-stopped emergency vehicle		\$343.00	
	pass stopped school bus		\$343.00	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	failure to yield blue lights/siren		\$343.00	
	failure to obey police/traffic		\$343.00	
	failure to yield- right of way		\$172.00	
	failure to yield emergency vehicle		\$343.00	
	failure to dim headlights		\$172.00	
	ran red light		\$172.00	
	ran stop sign		\$172.00	
	careless driving		\$212.00	
	reckless driving		\$252.00	
	drag racing		\$252.00	
	no motorcycle endorsement		\$242.00	
	parking in fire lane		\$242.00	
	no seatbelt in use		\$75.00	
	child restraint violation		\$168.00	
	SPEEDING			
	speeding in school zone		\$247.00	
	over (1-9 miles)		\$176.00	
	over (10 miles)		\$186.00	
	over (11 miles)		\$187.00	
	over (12 miles)		\$188.00	
	over (13 miles)		\$189.00	
	over (14 miles)		\$190.00	
	over (15 miles)		\$191.00	
	over (16 miles)		\$198.00	
	over (17 miles)		\$200.00	
	over (18 miles)		\$202.00	
	over (19 miles)		\$204.00	
	over (20 miles)		\$216.00	
	over (23 miles)		\$228.00	
	over (24 miles)		\$231.00	
	over (25 miles)		\$234.00	
	over (26 miles)		\$239.00	
	over (27 miles)		\$244.00	
	over (28 miles)		\$249.00	
	over (29 miles)		\$254.00	
	over (30 miles)		\$269.00	
	over (31 miles)		\$272.00	
	No Motor Vehicle Liability Insurance		\$643.00	
	Running Railroad Crossing Arms		\$363.00	
	Allow Unauthorized unlicensed person to drive		\$172.00	
	No Driver's License		\$342.00	
	Expired Driver's License		\$343.00	
	Suspended Driver's License-Alcohol involved		\$568.00	
	Suspended Driver's License		\$343.00	
	Leaving Scene Of An Accident		\$342.00	
	Leaving Scene w/Injuries		\$542.00	
	Improper Equipment		\$172.00	
	Failure To Wear Crash Helmet		\$172.00	
	Improper Load		\$172.00	
	Expired Tag		\$274.00	

	Improper Tag		\$274.00	
	No Tag		\$274.00	
	Switched Tag		\$274.00	
	Improper Display of Tag		\$274.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	TINTED WINDOWS			
	1st offense		\$205.00	
	2nd offense		\$242.00	
	3rd offense		\$342.00	
	ASSAULT AND WEAPONS			
	child neglect		\$553.00	
	domestic violence - 1st		\$553.00	
	domestic violence - 2nd		\$954.00	
	knowingly violate a protective		\$538.00	
	assault & battery		\$553.00	
	assault by threat		\$553.00	
	assault with weapon		\$704.00	
	assault on a minor		\$553.00	
	carry concealed weapon		\$405.00	
	discharge weapon		\$505.00	
	exhibit weapon		\$505.00	
	THEFT AND FALSE PRETENSE			
	solicit without permit		\$254.00	
	use credit card w/intent defraud		\$504.00	
	embezzlement		\$505.00	
	embezzlement (\$500.00 & over)		FELONY	
	false pretense		\$553.00	
	false reporting of a crime		\$553.00	
	home repair fraud		\$804.00	
	gambling		\$305.00	
	operate gambling house		\$490.00	
	trespass less than larceny		\$505.00	
	petit larceny		\$505.00	
	defrauding an innkeeper		\$553.00	
	theft of utilities		\$505.00	
	meter tampering		\$505.00	
	machine, coin oper/breaking in		\$505.00	
	giving away MDSE by employee		\$505.00	
	harassing, profane, telephone		\$490.00	
	bad check		\$553.00	
	uttering forgery		\$604.00	
	forgery		FELONY	
	receive stolen property (MISD)		\$505.00	
	receive stolen property (MISD)		FELONY	
	SHOPLIFTING			
	1st offense		\$553.00	
	2nd offense		\$953.00	
	3rd offense		FELONY	
	shoplifting, encourage or aid person under 18		\$553.00	
	ARREST AND POLICE OFFICER			
	false identifying information		\$304.00	
	simple assault on officer		\$653.00	

	resisting arrest		\$653.00	
	fleeing arrest		\$653.00	
	impersonate a police officer		\$653.00	
	interfere with duties of a police officer		\$304.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	ALCOHOLIC BEVERAGES			
	sell or give alcohol to minor		\$605.00	
	sell beer without license		\$605.00	
	unlawful to consume alcohol in public place		\$230.75	
	purchase or posses alcohol for minor		\$369.00	
	public drunk		\$305.00	
	NARCOTICS			
	Possession of Schedule III, IV, V		\$1,203.25	
	Possession of Marijuana		\$504.00	
	Possession of (Drug) Paraphernalia		\$504.00	
	ALLOW DOGS TO RUN LOOSE			
	1 st Offense		\$209.00	
	2 nd Offense		\$235.00	
	3 rd Offense		\$284.00	
	NO RABIES VACCINATION		\$304.00	
	Confinement Violations		\$304.00	
	General Owner Responsibility Violation		\$283.00	
	Dangerous Animals Non-Compliance		\$505.00	
	Failure to provide Vet care		\$283.00	
	Animal Cruelty		\$553.00	
	Animal Neglect		\$283.00	
	Fowl and Livestock Violation		\$283.00	
	Aggravated animal abuse		\$553.00	
	Smoking in Public Building		\$209.00	
	Public Profanity		\$304.00	
	Disturbing the Peace		\$304.00	
	Disorderly Conduct Failure to comply with Law Enforcement		\$304.00	
	Disorderly Conduct refuse to leave premises		\$304.00	
	Disorderly Conduct phys acts/profane language		\$304.00	
	Contempt of Court (Failure to Compile)		\$274.00	
	Contempt of Court (Failure to appear)		\$274.00	
	Contempt of Court (Failure to pay)		\$274.00	
	Aiding & Abetting in Bail Bond Jumping		\$505.00	
	Bail Bond Jumping MISD		\$553.00	
	Disturbance Nuisance - danger neighborhood		\$209.00	
	Disturbing Family Peace		\$304.00	
	Interference with City Officer		\$304.00	
	Care of Premises		\$233.00	
	Extortion		\$505.00	
	Curfew Violation		\$234.00	
	Contribute to Delinquency of Minor		\$505.00	
	Possession of Handgun by a Minor		\$505.00	
	Indecent Exposure		\$505.00	
	Obscene/Harassing Phone Calls		\$505.00	
	Escape		\$505.00	
	911 Abusive Calls		\$515.00	
	Misdemeanor Hindering Prosecution		\$505.00	

	Conspiracy to Commit a Crime		\$505.00	
	Fireworks Inside City Limits		\$219.00	
	Prostitution		\$505.00	
	Vagrancy		\$489.00	
	Hitch-Hiking		\$255.00	
	Trespassing		\$353.00	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Malicious Mischief (Face Value)		\$203.25	
	Loud Music		\$285.00	
	Litter Law Violation		\$454.00	
	Stalking			
	1 st Offense		\$505.00	
	2 nd Offense		FELONY	
	Boating Under the Influence			
	1 st Offense		\$594.00	
	2 nd Offense		\$794.00	
	3rd Offense		\$1,193.25	
	Sell Tobacco to Minor		\$234.00	
	Abstracts		\$10.00	
	Affidavit		\$10.00	
	Withdrawal Form		\$10.00	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

January 4, 2022
Approval of the Contract between AGJ Systems and Networks, Inc. and the City of Gautier

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of the Contract between AGJ Systems and Networks, Inc. and the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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 000-2022

WHEREAS, the City of Gautier previously approved a proposal from AGJ Systems and Networks, Inc. (hereinafter, "AGJ") for IT support services; and

WHEREAS, the attached Contract merely memorializes the proposal made to the City; and

WHEREAS, AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office; and

WHEREAS, this agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office; and

WHEREAS, fees for the first year will be \$6,200 per month plus sales tax, invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month; and

WHEREAS, the first month will include an additional one-time setup fee of \$4,700 (reduced from the previously quoted \$6,200); and

WHEREAS, the Mayor and Council Members find that entering this 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 between AGJ Systems and Networks, Inc. and the City of Gautier 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 January 4, 2022.

LeapCare Agreement Complete Care Managed Services

1. Terms of Agreement

This Agreement between **City of Gautier, MS** herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for three years. This Agreement automatically renews for a subsequent three-year period beginning on the day immediately following the end of the Initial Term, unless either party gives the other party thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.
- d) AGJ understands this agreement is voidable under Mississippi law by a newly-elected City Council.



2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Coverage will be provided to the City of Gautier Police and Fire Department 24/7/365. Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs with the exception of UTMs/firewalls referenced in the under “client equipment covered” are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client’s “Trouble Tickets” within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ’s client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client’s office/s within a 50-mile radius of AGJ’s office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

To the extent permissible under Mississippi law, in no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. This agreement is no way a warranty or guarantee that data loss will not occur.



3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	7
Helpdesk/Reactive Support Team (remote)	Yes	Up to 100 users
vCIO, Network Admin, Central Services	Yes	Up to 100 users
Allworx Phone System Management	No	
Offsite Backup (file level) for server (up to 200 GB)	Yes	
BDR (Backup and DR server)	No	
Mobile Device Mgmt Software (MDM)	No	
Cloud File Apps	No	
Office 365 email Management	Yes	
Antivirus and Antimalware Software	Yes	Up to 100 users
LeapGuard UTM (Unified Threat Manager)	Yes	3 UTMs
Managed Wireless access point(s)	No	
Security Awareness Training and Notices (electronic)	Yes	Up to 100 users
Remote PC Access	Yes	Up to 100 users

4. Backup Protected Equipment and Retention Policy

As stated on your existing BDR Agreement if included.

5. Additional Services

Hardware/Software/System Support

AGJ shall provide support for currently installed hardware and properly licensed software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and **all software be genuine and vendor-supported**. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. **Installation of new hardware and software is not included in this agreement with the exception of PCs purchased through AGJ.** Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).

- 5) Installation of new hardware or new software (e.g. line-of-business application) with the exception of PC's purchased through AGJ or PCs already purchased by the client at the start of the agreement. Reference Appendix A.
- 6) Office Telephone System support unless specified in section 3 (above).
- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. To the extent permissible under Mississippi law, AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

9. Fees and Payment Schedule

Fees for the first year will be **\$6,200** per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of **\$4,700**

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of installation. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



Nicole Johns	AGJ Systems	Date
Authorized Signature	Client	Date

Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours, Weekends and Holidays	\$150/hour, Included for PD and Fire
Remote Printer Management After Hours, Weekends and Holidays	\$150/hour, Included for PD and Fire
Remote Network Management After Hours, Weekends and Holidays	\$150/hour, Included for PD and Fire
Remote Server Management After Hours, Weekends and Holidays	\$150/hour, Included for PD and Fire
Onsite Labor After Hours, Weekends and Holidays	\$150/hour, Included for PD and Fire
Server Installations and Projects	\$115/hour
Software Deployment Projects	\$115/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$115/hour
New PC On Site Deployment	Included
Project Manager	\$115/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased by the client through AGJ will be installed at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above. (PC's already purchased by the client at the start of the agreement will be installed at no additional charge).

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 4, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
