

**Tuesday
August 18, 2015
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 August 18, 2015 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members, Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Samatha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney; and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 18, 2015 @ 6:30 P.M.**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Boat Dedication Ceremony August 20th @ 10:00 a.m. George Martin City Park.**
 - 2. Office closed Monday, September 7th in observance of Labor Day.**
- IV. Presentation Agenda**
- V. Public Agenda**
 - 1. Agenda Comments**
- VI. Business Agenda**
 - 1. Discussion of Legislative Updates from Senator Brice Wiggins.**
 - 2. Order authorizing the MS Office of Highway Safety FY2016 Police Traffic Services Program Grant Acceptance/Agreement of Understanding.**

3. Order authorizing the advertisement for professional accounting services for annual auditing.
4. Consideration of a Conditional Use-Major Permit for the Faith Worship & Outreach, Inc. at 1111 Highway 90 (GPC Case No. 15-05-CU), Lester Hughes, II, owner. Quasi-Judicial
5. Consideration of a Conditional Use-Major Permit for the Singing River Paint and Body at 3309 Gautier-Vancleave Road (GPC Case No. 15-09-CU), Chad Crosslin, owner. Quasi-Judicial
6. Consideration of a request to trim a 35" (in diameter) and a 30" (in diameter) Live Oak protected tree at 1809 Seacliffe Drive, Gautier. Matthew Hoggatt, owner.
7. Order approving Docket of Claims.

VII. Consent Agenda (All Consent Agenda Items approved in one motion)

1. Order authorizing the acceptance of a donation of three (3) wireless access points by Secure Networks, LLC.
2. Order authorizing the extension of the current Cellular South Supplemental Contract for an additional year.
3. Order receiving July 2015 Privilege License Report.
4. Order approving minutes from Regular Council Meeting held August 4th and Budget Work Session held August 11th.
5. Order authorizing Police Department surplus inventory.
6. Resolution approving the continuance of the Deep Water Horizon Oil Spill until further notice.

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 August 20, 2015 @ 6:00 P.M.

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

PRESS RELEASE

SUBJECT: Boat Dedication Ceremony

Gautier, Mississippi; August 11, 2015: - The City of Gautier will host a Boat Dedication Ceremony in partnership with Gulf LNG Energy, LLC on August 20th at 10:00 A.M. at George Martin City Park.

The City of Gautier is proud to announce that a 30' aluminum fully-outfitted rescue boat will soon arrive in the City of Gautier. Gulf LNG Energy, LLC is donating a 1999 Zodiac Hurricane H920 Boat to the police department inventory. Mayor and Council approved this donation and the City and Gulf LNG Energy have now completed the donation process.

The Zodiac Hurricane H920 is considered to be the finest rescue craft in the world. The Gautier Dive, Rescue and Recovery Team is comprised of 13 members from the Gautier Fire & Police Department. The team also utilizes a 21' Cobia Single Engine. In years past, the team has assisted with search and rescue missions and assisted the District Attorney with the recovery of weapons used in criminal cases on the Mississippi Gulf Coast.

Gulf LNG Energy, LLC receives stores and vaporizes liquefied natural gas for send out to Gulf LNG Pipeline. The Terminal went in service October 1, 2011. Since that time, Gulf LNG Energy has continued to work closely with emergency response officials from both Jackson County and local municipalities. "We are pleased to be able to find a home for this boat. It is always exciting to be able to make a contribution to local emergency responders to ensure they have the necessary tools and equipment needed to be successful. This donation to the Gautier Police Department's Dive, Rescue and Recovery Team supports Kinder Morgan and Gulf LNG Energy's commitment to the safety of our employees as well as the safety of the community it operates in," said Brian Gilliland, Manager of Gulf LNG Energy, Pascagoula.

FOR IMMEDIATE RELEASE

Business Item #1 – Senator Brice Wiggins discussed Mississippi Legislative Updates with Mayor and Council. No action was taken.

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

ORDER NUMBER 150-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Agreement of Understanding and Compliance with the Mississippi Office of Highway Safety (MOHS) for the FY2016 Police Traffic Services Program effective October 1, 2015 is hereby authorized.

IT IS FURTHER ORDERED that the acceptance of the Gautier FY2016 Grant Award Notification Letter–Police Traffic Services in the amount of \$9,000.00 is hereby approved.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Dante Elbin, Chief of Police
Date: August 3, 2015
Subject: MS Office of Highway Safety FY2016 Police Traffic Services
Program Grant Acceptance/Agreement of Understanding

REQUEST:

The Gautier Police Department requests City Council authorization to enter into a Grant Agreement of Understanding and Compliance with the Mississippi Office of Highway Safety (MOHS) for the FY2016 Police Traffic Services Program effective October 1, 2015.

BACKGROUND:

The National Highway Traffic Safety Act of 1966 provides Federal funds to states for approved highway safety projects. The City received a grant award notification letter and contract documents from the Mississippi Office of Highway Safety in July 2015 for the upcoming 2016 fiscal year for a Police Traffic Services Program grant. The goal of this program is to reduce crashes and injuries linked to speeding and/or improper occupant restraints through funded overtime hours and increased public awareness activities (such as the Click It or Ticket Campaign).

DISCUSSION:

Grant funding for FY2016 has been approved in the amount of \$9,000 for overtime salary costs only (excluding fringe benefits). The enforcement program must include checkpoints, saturation patrols, and community outreach. This grant requires no local match. The program period begins October 1, 2015 and ends on September 30, 2016. Once approved by City Council, contract documents must be submitted to MOHS no later than September 4, 2015.

RECOMMENDATION:

The Police Department recommends that City Council authorize acceptance of the FY2016 grant from the MS Office of Highway Safety for the Police Traffic Services Program as outlined above.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into an Agreement of Understanding and Compliance with the State of Mississippi as presented; or
2. Disapprove acceptance of the grant award as presented.

ATTACHMENT(S):

Gautier FY2016 Grant Award Notification Letter-Police Traffic Services
FY2016 Grant Agreement, Agreement of Understanding and Compliance, and Resolution



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

July 31, 2015

Mr. Gordon T. Gollott, Mayor
City of Gautier
3330 Highway 90
Gautier, MS 39553

Dear Mayor Gollott:

Enclosed you will find your Mississippi Office of Highway Safety (MOHS) Grant Agreement for the Fiscal Year 2016. You have been awarded \$9,000.00 for the Police Traffic Service program. **All FY 2016 grant funds must be expended by September 30, 2016 and the FY 2016 Sub-Grantee Closeout Report must be received in our office no later than COB November 15, 2016.**

Please thoroughly read the Grant Agreement as changes have been made for Fiscal Year 2016. **Your completed Grant Agreement must be returned to the MOHS by COB September 4, 2015.** Please make sure that you complete the following documents when you are returning your Grant Agreement:

- 1. Signature Page (original signature in BLUE ink)**
- 2. Completed Agreement of Understanding & Compliance**
- 3. Completed Governmental Resolution Form**
- 4. Enclose a copy of your most recent financial audit (please copy your audit to a CD as we have limited filing space)**

Failure to return your completed Grant Agreement (and all required documents) by the above stated date will result in the reallocation of these grant funds. Please mail the completed Grant Agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn. Catrina Stamps
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Program Manager, Catrina Stamps if you should have any questions concerning the completion of the Grant Agreement. You may reach your Program Manager at 601-977-3706 or cstamps@dps.ms.gov

Regards,

Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety

FY16 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name City of Gautier / Gautier Police Dept. Mailing Address: 3330 Highway 90 Gautier, MS 39553 Telephone Number: 228-497-8006 FAX: 228-497-8018 E-Mail: delbin@gautier-ms.gov		2. Effective Date of Grant: October 1, 2015 3. Subgrant Number: PT-2016-PT-21-01 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY2016 5. Beginning and Ending Dates: October 1, 2015 thru September 30, 2016 6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.600	8. DUNS # - 964447817	9. Congressional District - 4	10. FAIN #: 18X9204020MS16
11. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$9,000.00	(1) Federal	\$9,000.00
(2) Personal Services-Fringe		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment			
(6) Commodities			
(7) Indirect Costs			
TOTAL	\$9,000.00	TOTAL	\$9,000.00
The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.			
12. Approved for Grantee:		13. Approved for Subgrantee:	
Signature _____ Date _____ Name: Penny Corn Title: MOHS Office Director, Division of Public Safety Planning, MS Office of Highway Safety		Signature _____ Date _____ Name: Gordon T. Gollott Title: Mayor	

FY16 Sub-Grantee-Targets, Performance Measures and Strategies

Agency Name: Gautier Police Dept.

Targets:

The Gautier Police Dept. will maintain the number of unbelted crashes from 0 in 2013 to 0 by the end of 2016.

The Gautier Police Dept. will maintain the number of unbelted fatalities from 0 in 2013 to 0 by the end of 2016.

The Gautier Police Dept. will reduce the number of unbelted injuries from 15 in 2013 to 13 by the end of 2016.

The Gautier Police Dept. will help Jackson County reduce the number of speed related injuries from 48 in 2013 to 46 by the end of 2016.

The Gautier Police Dept. will help Jackson County reduce the number of speed related fatalities from 2 in 2013 to 1 by the end of 2016.

Performance Measures:

Increase the number of grant funded Seat Belt citations from 0 in FY14 to 52 in FY16.

Increase the number of grant funded Child Restraint citations from 0 in FY14 to 12 in FY16.

Increase the number of grant funded Speed citations from 0 in FY14 to 224 in FY16.

Strategies:

Overtime Enforcement

4 Checkpoints

12 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 4 of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

Any other enforcement period coordinated by MOHS

FY16 MOHS Task By Quarters									
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AGENCY NAME: Gautier Police Dept.

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a Blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (6) Seat Belt citations during quarter, to reach a goal of (30) for FY2016.

Issue a minimum of (2) Child Restraint citations during quarter, to reach a goal of (12) for FY2016.

Issue a minimum of (25) Speed citations during quarter, to reach a goal of (124) for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement.

Projected Expenditures for Quarter: \$1,375.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Gautier Police Dept.

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of (6) Seat Belt citations during quarter, to reach a goal of (30) for FY2016.

Issue a minimum of (2) Child Restraint citations during quarter, to reach a goal of (12) for FY2016.

Issue a minimum of (25) Speed citations during quarter, to reach a goal of (124) for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced PT enforcement.

Projected Expenditures for Quarter: \$1,375.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Gautier Police Dept.

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of (10) Seat Belt citations during quarter, to reach a goal of (30) for FY2016.

Issue a minimum of (5) Child Restraint citations during quarter, to reach a goal of (12) for FY2016.

Issue a minimum of (37) Speed citations during quarter, to reach a goal of (124) for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for Quarter: \$4,000.00

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: Gautier Police Dept.

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters.

Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (8) Seat Belt citations during quarter, to reach a goal of (30) for FY2016.

Issue a minimum of (3) Child Restraint citations during quarter, to reach a goal of (12) for FY2016.

Issue a minimum of (37) Speed citations during quarter, to reach a goal of (124) for FY2016.

Agency will conduct not less than 1 school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT enforcement

Projected Expenditures for Quarter: \$2,250.00

FY16 MS OFFICE OF HIGHWAY SAFETY-BUDGET SUMMARY

1. Applicant Agency:						
2. Subgrant Number:		3. Grant ID:		4. Beginning: October 1, 2015		5. Ending: September 30, 2016
Funding Sources						
6. For MOHS Use Only	7. Activity	8. Federal	9. State	10. Program Income	11. Other (Local-Private)	12. Total
	402 – Police Traffic Services	\$9,000.00				\$9,000.00
TOTAL		\$9,000.00				\$9,000.00

FY16 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gautier / Gautier Police Dept.					
2. Subgrant Number: PT-2016-PT-21-01		3. Grant ID: 402 Police traffic Services		4. Beginning: October 1, 2015	
5. Ending: September 30, 2016					
6. Activity: Seatbelt and Speed Enforcement					
7. MOHS Use Only	8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$21.00 X approx. 428.58= \$9,000.18 Not to exceed \$9,000.00	\$9,000.00		\$9,000.00

TOTALS	\$9,000.00		\$9,000.00
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Mississippi Office of Highway Safety

FY16 Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Sub-grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-grantee account for reimbursement of eligible expenditures as set forth in the application.
2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
4. It is further agreed that where reimbursement is made to Sub-grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or

unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-grantee.

5. Unless otherwise directed, Sub-grantees must submit monthly reimbursement and back up documentation, by the 15th day of the following month to receive reimbursement for project activities. Tasks by Quarter Reports reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter.

Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-grantee delinquent in submitting quarterly and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visit during the grant year. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and reimbursements of the project.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-grantee shall immediately notify the MS Office of Highway Safety if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-grantee further agrees to transfer or otherwise dispose of such equipment as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-grantee of federal grant funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18/2 CFR Part 200 and 1201 (Super Circular).
- Each Sub-grantee of federal grant funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18/2 CFR Part 200 and 1201 (Super Circular).

- All equipment awarded in this project agreement/contract must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.
- If the sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (49 U.S.C. 5323(j)).
- Approved equipment with a purchase price of \$5,000.00 must be approved in writing from the National Highway Traffic Safety Administration before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-grantee agency is transferred to work on this project, they must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel-All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.

- In State Travel- All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**.
- C. Sub-grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-grantee and used for project related expenses or to offset eligible expenses with the approval of the MS Office of Highway Safety.
- E. Local government Sub-grantee must complete the “Local Governmental Resolution” included within this document, or a similar, equally binding resolution.
- F. Sub-grantee must maintain in the agency grant file the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
 - Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy(Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- G. Sub-grantee must submit to the MS Office of Highway Safety a copy of the following policy(s)**
 - **Payroll policy to include: overtime, payroll schedule(payroll period begin/end dates & check date), leave policy (vacation, sick leave, holiday, & compensatory time)**
- H. All promotional items should be requested from the MS Office of Highway Safety. The sub-grantee must submit a distribution plan with the request that states how the items are integral to the accomplishment of the project.
- I. All training received under federal funded programs must be program related and the sub-grantee must maintain a copy of the certificate of completion **must** be available for inspection in the agency’s grant file.
- J. A Property Record form **must** be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the Sub-grantee inventory data base.
- K. Implementation of Agreement:
All sub-grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the three (3) offered mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- The MS Office of Highway Safety in the event of Sub-grantee noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Sub-grantee a thirty (30) day notice. The MS Office of Highway Safety, before issuing notice of termination of this agreement, shall allow the Sub-grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreement Changes: Any proposed changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, must be submitted with Budget Modification Letter to the MS Office of Highway Safety, shall require an approved Budget Modification prior to change(s) being implemented.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-grantee shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the agreement by the MS Office of Highway Safety, will result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- Chair
- Table
- Shelving
- Coat Rack
- Bookcase
- Filing Cabinet
- Floor Covering
- Office Planter
- Portable Partition
- Picture, Wall Clock
- Draperies and Hardware
- Fixed Lighting/Lamp
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1200.13(b)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration

- Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally recognized Indian tribal governments (2 CFR Part 225 Appendix B.19).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). (2 CFR Part 225 Appendix B 3)
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities). (2 CFR Part 225 Appendix B 14)
- NHTSA highway safety grants funds for commercial drivers' compliance with specific Federal Motor Carrier Safety Regulations.
- Drug impaired activities, equipment and drug impaired training is not allowable with Sections 154/164 funds.

E. Lobbying

Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.

State and Local - No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1200 Appendix A)

Additional Items Unallowable:

- Cell phones, guns and office furniture are **not** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.
- Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.
- Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for sub-grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

VII. NONDISCRIMINATION-(Applies to subrecipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits

discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103) (Applies to subrecipients as well as States)

The Recipient will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The subgrantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

IX. BUY AMERICA ACT-(Applies to subrecipients as well as States)

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

X. POLITICAL ACTIVITY (HATCH ACT) - (Applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XI. CERTIFICATION REGARDING LOBBYING- (Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The subgrantee certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. RESTRICTION ON STATE LOBBYING-(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION-(Applies to sub-recipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IX. POLICY ON SEATBELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit it's Web site at www.trafficsafety.org.

X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, MS Office of Highway Safety encourages to adopt and enforce workplace safety policies to decrease crashed caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, leased or rented vehicles, or privately-owned while on official Government grant business or when performing any work on or behalf of the Government grant. MOHS also encourages subgrantees to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XI. ENVIRONMENTAL IMPACT

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, *et seq.*) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
SUB-GRANTEE GRANTEES AND SUB-GRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or sub-grant Sub-grantee Recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies

or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

* * * * *

A copy of the vehicular pursuit policy must be maintained in the agency grant file. This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
ALCOHOL/IMPAIRED DRIVING/OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES/ LAW
ENFORCEMENT LIASION (LEL) COORDINATION AND HIGH VISIBILITY ENFORCEMENT (HVE)
PARTICIPATION COMPLIANCE
(Applies only to Law Enforcement Agencies)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly LEL Troop Network meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort. **(LEL Only)**
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Only)**
3. Each agency must engage in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
4. For each of the national blitz campaigns, each agency must maintain relevant statistics and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement will result in the withholding of reimbursement payments.
5. Each agency is required to generate earned media (example: press conference, TV, radio or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each quarterly report.
6. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Including Impaired, Unbelted and Speed)
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI ENFORCEMENT COMPLIANCE
(Applies only to agencies funded with 405d impaired driving 154 alcohol funds, and any 402 PTS funds used for impaired or alcohol enforcement)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:

1. Subgrantee agrees and commits to have the DUI Officer(s) (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the Full Time DUI Officer(s). Overtime hours for DUI Enforcement *will include 4:00 p.m. and no later than 7:00 a.m.* and *will include* Thursdays, Fridays and Saturdays.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI activities in which the DUI officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. Agency will also engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. Agency must also engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

OCCUPANT PROTECTION/POLICE TRAFFIC SERVICES-
HIGH VISIBILITY ENFORCEMENT (HVE)
(Applies only to agencies funded with 402 OP, 402 PTS or 405B OP)

Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of OP/PTS Enforcement must comply with the following:

1. Each agency funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement will result in the withholding of reimbursement payments.

2. Each agency must generate earned media (example: press conference, TV, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

SINGLE AUDIT ACT:

Agency Heads of law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following:

State or local governments and nonprofit organizations receiving \$750,000 or more a year in total federal funds shall have an audit made in accordance with OMB Circular No. A.133. Audits should be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. Copies of audit reports shall be provided to the MOHS upon completion.

State and Local governments and nonprofits receiving less than \$750,000 a year in total federal funds shall be governed by audit requirements prescribed by state or local law or regulations. Copies of audit reports shall be provided to the MOHS upon completion.

Subgrantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit within ninety (90) days of the Implementation of the grant.

ASSURANCE REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, **the City of Gautier, Mississippi** (sub-grantee), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, the Agency, I represent promises and will comply with all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorized Official's Signature
(Grantee, Sub-grantee or Sub-grantee)

Gordon Gollott

[Typed or Printed Name]

Date

Mayor, City of Gautier

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within forty-five (45) days of receiving the attached grant award letter.

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the **Gautier Mayor and City Council**
(Governing Body of Unit of Government)

Herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) **Gautier Police Traffic Services** and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE **Gautier Mayor and City Council**
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE JURISDICTION **GAUTIER** MISSISSIPPI,
THIS **18th** Day of **August**, 2015 AS FOLLOWS:

1. That the project above is in the best interest of the Sub-grantee and the general public.
2. **Chief of Police Dante Elbin** is authorized to accept, on behalf of the
(Name and Title of Representative)
Subgrantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding
in the amount of **\$9,000** to be made to the Subgrantee defraying the cost
(Federal Dollars Requested)
of the project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of
\$0 as required by the project. (If Applicable)
(Local Match Amount)
4. One original or certified copy of this resolution must be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
Mayor Gordon Gollott (Blue Ink)

Councilperson _____ offered the foregoing resolution and moved its adoption,
which was seconded by Councilperson _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

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

ORDER NUMBER 151-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the advertisement for Professional Accounting Services to provide the audit for fiscal year ending September 30, 2015 and fiscal year ending September 30, 2016 is hereby authorized.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: August 10, 2015
Subject: Proposal Advertisement for Professional Accounting Services for annual auditing

REQUEST:

The Purchasing Division requests authorization to advertise for Professional Accounting Services. This proposal will provide the audit for fiscal year ending September 30, 2015 and fiscal year ending September 30, 2016.

DISCUSSION:

The Purchasing Division requests authorization to advertise for Professional Accounting Services. This will be for the audit of FY 2015-2016 for the City on all funds and account groups in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the State Department of Audit guidelines. To ensure the issuance of a comprehensive financial report in accordance with GASB Statement 34 and the single audit act including all additional required reports, schedules and statement.

RECOMMENDATION:

City staff recommends that City Council approve advertising for Professional Accounting Services.

The City Council may:

1. Approve advertising for Professional Accounting Services; or
2. Disapprove advertising for Professional Accounting Services.

ATTACHMENT(S):

Advertisement

ADVERTISEMENT FOR PROPOSALS

The City of Gautier, Mississippi, will receive sealed proposals at Gautier City Hall, 3330 U.S. Highway 90, Gautier, MS 39553, until 2:00 P.M., Thursday September 17, 2015, for the following:

PROFESSIONAL ACCOUNTING SERVICES

The specifications are on file and may be examined during normal business hours at City Hall, Purchasing Office, 3330 Hwy 90, Gautier, MS 39553.

Specifications may be provided to potential accounting services via hand pick-up at City Hall, 3330 Highway 90, Gautier, Mississippi; via e-mail transmittal; or via U.S. Postal Service.

Requests for specifications may be made in person at City Hall, 3330 Highway 90, Gautier, MS; via e-mail request to csteen@gautier-ms.gov; or via telephone request to the Purchasing Agent at 228-497-8000.

The proposal shall be submitted in a sealed envelope marked plainly, **PROFESSIONAL ACCOUNTING SERVICES** and addressed to the Purchasing Agent's Office, 3330 Highway 90, Gautier, Mississippi 39553, prior to the hour and date above designated. In addition to the above, the sealed envelope shall list the Company Name and Address.

The City of Gautier is NOT responsible for proposals which are mailed to the wrong address or which arrive in the mail after the designated proposal opening time. Proposals may be delivered in person to the Purchasing Agent's office at 3330 Hwy 90 prior to the opening.

The proposal will be awarded to the lowest and most responsive bidder. However, the City of Gautier reserves the right to accept or reject any or all proposals or to waive any informality.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

No proposal may be withdrawn within sixty (60) days after the actual date of the opening thereof.

Published by order of the Municipal Clerk, this the 26th day of August, 2015.

SEAL

CITY CLERK

SEND PROOF OF PUBLICATION:

Publish Twice: August 26, 2015
 September 2, 2015

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

ORDER NUMBER 152-2015

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-05-CU**

FAITH WORSHIP & OUTREACH, INC.

REGARDING PARCEL ID NO: 81831520.000

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for a church or place of worship as submitted by Lester Hughes, II, representative for Faith Worship & Outreach, Inc. The parcel subject to this Permit is located at 1111 Highway 90, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-3 District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on April 20, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:

- a. The church services/events/meetings shall be limited to 32 occupants at one time.
 - b. The building façade shall be repaired, painted, and maintained to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance.
 - c. Existing asphalt paving up to the North property line shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to “green space” in lieu of repairing.
 - d. The north-south drive on the west side of the building shall be maintained as a 20’ fire lane.
 - e. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
 - f. Noise levels shall meet the City’s noise ordinance. (See Exhibit F.)
 - g. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance. Parking shall not be allowed on public right-of-way.
6. 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.
7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.
8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of 7 ayes to 0 nays to approve the application of Faith Worship & Outreach, Inc., located at 1111 Highway 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 81831520.000.

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

August 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cynthia Russell
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development & Planning Director

Date: August 11, 2015

Subject: Conditional Use-Major Permit for the Faith Worship & Outreach, Inc. at 1111 Highway 90 (GPC Case No. 15-05-CU)

REQUEST:

The Economic Development and Planning Department has received a request from Lester Hughes, II, owner of Faith Worship & Outreach, Inc., for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-3 Highway Commercial zoning district at 1111 Highway 90, PID #81831520.000. The application fee of \$250 was paid on April 20, 2015. All public notice requirements have been met.

DISCUSSION:

Staff has attached a Staff Report with detailed project analysis. The Planning Commission held a public hearing on August 6, 2015 to consider the request and found that the proposed church will be compatible and harmonious with the C-3 district with certain conditions. The GPC recommends the approval of the Conditional Use-Major Permit with the following Conditions:

1. The church services/events/meetings shall be limited to 32 occupants at one time.
2. The building façade shall be repaired, painted, and maintained to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance.
3. Existing asphalt paving up to the North property line shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to “green space” in lieu of repairing.
4. The north-south drive on the west side of the building shall be maintained as a 20’ fire lane.

5. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code.
6. Noise levels shall meet the City's noise ordinance.
7. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance. Parking shall not be allowed on public right-of-way.

RECOMMENDATION:

The Gautier Planning Commission and Staff recommend approval of the proposed Conditional Use-Major Permit with the conditions listed above.

The City Council may:

1. Approve the Conditional Use-Major Permit with the Conditions listed above; or
2. Approve the Conditional Use-Major Permit with changes; or
3. Deny the Conditional Use-Major Permit.

ATTACHMENTS:

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

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-05-CU**

FAITH WORSHIP & OUTREACH, INC.

REGARDING PARCEL ID NO: 81831520.000

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for a church or place of worship as submitted by Lester Hughes, II, representative for Faith Worship & Outreach, Inc. The parcel subject to this Permit is located at 1111 Highway 90, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-3 District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on April 20, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The church services/events/meetings shall be limited to 32 occupants at one time.
 - b. The building façade shall be repaired, painted, and maintained to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance.
 - c. Existing asphalt paving up to the North property line shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not

needed to be hard surfaced may be converted to "green space" in lieu of repairing.

- d. The north-south drive on the west side of the building shall be maintained as a 20' fire lane.
 - e. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
 - f. Noise levels shall meet the City's noise ordinance. (See Exhibit F.)
 - g. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance. Parking shall not be allowed on public right-of-way.
6. 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.
7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.
8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Faith Worship & Outreach, Inc., located at 1111 Highway 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 81831520.000.

August 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cindy Russell
City Clerk

Excerpt for August 6, 2015 Gautier Planning Commission Meeting

REQUEST:

REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT TO ALLOW A CHURCH OR PLACE OF WORSHIP IN A HIGHWAY COMMERCIAL (C3) ZONING DISTRICT, TO BE HELD AT 1111 HIGHWAY 90 (GPC CASE #15-05-CU)

RECOMMENDATION:

Commissioner Walters made the motion to recommend that City Council approve the Conditional Use-Major with the recommended conditions listed. **Commissioner York** seconded the motion and the following vote was recorded:

AYES: **Larry Dailey**
 Jimmy Green
 Kay C. Jamison
 Anthony York
 Greg Spanier
 Sandra Walters

NAYS: **None**

ABSENT: **David Wooten**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 6, 2015

GPC #15-05-CU

Faith Worship & Outreach, Inc.

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. FAITH WORSHIP & OUTREACH, INC. - REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT FOR A CHURCH OR PLACE OF WORSHIP IN A C-3 DISTRICT; 1111 HIGHWAY 90 (GPC CASE #15-05-CU)

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Chandra Nicholson, Director of Economic Development & Planning

Date: August 4, 2015

Subject: Conditional Use-Major Permit for Faith Worship & Outreach, Inc. at 1111 Highway 90 (GPC Case No. 15-05-CU)

REQUEST:

The Economic Development and Planning Department has received a request from Lester Hughes, II, owner of Faith Worship & Outreach, Inc., for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-3 Highway Commercial zoning district at 1111 Highway 90, PID #81831520.000. The application fee of \$250 was paid on April 20, 2015. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1111 Highway 90 (See Exhibit A)
Principal Arterial: Highway 90 and Old Spanish Trail
2. General features of the proposed project:
Total Building Area: 3600 square feet
Site Size: 0.28 Acres
Year Building Constructed: 1971
3. Potable Water and Wastewater Services: Existing from City
4. The building is existing and is currently divided into separate suites. The last known use of the property was a bar/lounge (The Double C Saloon). The building was built prior to 2010 when the UDO became effective. The building has been vacant for more than sixty (60) days, so the “grand-fathered” status has expired.
5. Current Zoning (See Exhibit B): C-3 Highway Commercial
6. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the North, East, and West; and C-2 Community Commercial to the South.

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North and East; Office to the West; and Very Low to Low Density Residential to the South.
8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial

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: Yes. The proposed is properly zoned.

Staff Finding: Yes. A Church or Place of Worship is listed as a Conditional Use-Major in a C-3 zoning district.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The project is compatible with the character of development in the vicinity relative to density and intensity of structures, parking and other uses. Attached you will find a copy of parking/site plan.

Staff Finding: The proposed use will be located in an existing building and will not further impact the density, bulk and intensity of the structures in the vicinity. Table No. 9 of the UDO establishes minimum parking spaces required for churches as 1 for each 45 sf of GFA of the sanctuary, auditorium, or main place of worship (or 1 per 3 seats). Based on the proposed number of 32 seats the proposed use will need 11 parking spaces, with 1 of those being an accessible space. This building will be shared with a day care which will have different operating hours, so the separate uses may share parking.

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

Applicant Response: Our project will not negatively affect neighboring property values or pose any real or perceived threats to citizens. The subject facility will be used to conduct weekly worship services/bible study and also to conduct childcare business.

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: Our project will not adversely affect vehicular or pedestrian traffic in the vicinity. Our facility is located 40 feet away from the main Hwy 90.

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

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

Applicant Response: Yes. The proposed use can be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools.

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

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

Applicant: Yes. The proposed use is in harmony with the Comprehensive Plan.

Staff Response: The Comprehensive Plan states that churches may be permitted as a conditional use in a highway commercial district with conditions imposed to ensure that the use is compatible with its surroundings.

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. The proposed use does not pose a hazardous, detrimental, or disturbing affect, either real or perceived to present surrounding land uses due to noise, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

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. The proposed use does conform to all district regulations for the applicable district in which it is located.

Staff Finding: The proposed use can be made to conform to district regulations with certain conditions.

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

Staff finds that the proposed use may be compatible and harmonious with the Neighborhood Commercial District and recommends approval with the following conditions:

1. The church services/events/meetings shall be limited to 32 occupants at one time.
2. The building façade shall be repaired, painted, and maintained to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance.
3. Existing asphalt paving up to the North property line shall be overlaid or replaced to meet the minimum Property Maintenance and Care section of the Unified

Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to “green space” in lieu of repairing.

4. The north-south drive on the west side of the building shall be maintained as a 20’ fire lane.
5. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
6. Noise levels shall meet the City’s noise ordinance. (See Exhibit F.)
7. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance. Parking shall not be allowed on public right-of-way.

CONCLUSION:

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major with the Conditions listed;
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. Site Photos
3. City’s Exhibit A – Location Map
4. City’s Exhibit B – Existing Zoning Map
5. City’s Exhibit C – Existing Land Use Map
6. City’s Exhibit D – Future Land Use Map
7. City’s Exhibit E – Draft Conditional Use-Major Permit
8. City’s Exhibit F – Section 15-5 City of Gautier’s Code of Ordinances (Noise Ord.)
9. City’s Exhibit G – Section 3409 of the International Building Code (Accessibility)

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

CONDITIONAL USE-MAJOR HEARING APPLICATION

Hearing Number

GPC 15-05-CU

TYPE OF REQUEST:

Conditional Use – Major

FEE:

\$250.00

Major Conditional Use – These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Lester Hughes, II

Name of Business: Faith Worship & Outreach

Address: 1629 Victoria Drive Mailing Address (if different): _____

Email Address: lester.hughes37@gmail.com

Phone: (228) 218-0636 Cell Phone: (228) 218-0636 (or) 601-498-0687

Reason for request, location and intended use of Property: The purpose of this request is for the use of 1111 Hwy 90 property as a church/Daycare facility

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.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the 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: Lester Hughes II

Date of Application: 07/29/2015

FOR OFFICE USE ONLY

Date Received 4-20-15 Verify as Complete 8/4/15

Fee Amount Received \$ 250.00

Initials of Employee Receiving Application JC

SQUARE FOOTAGE:**ROOM A: (SANCTUARY)**

Width: 34 feet

Length: 60 feet

Total: $(34 \times 60) = 2,040$ sqft**ROOM B: (DAYCARE)**

Width: 24 feet

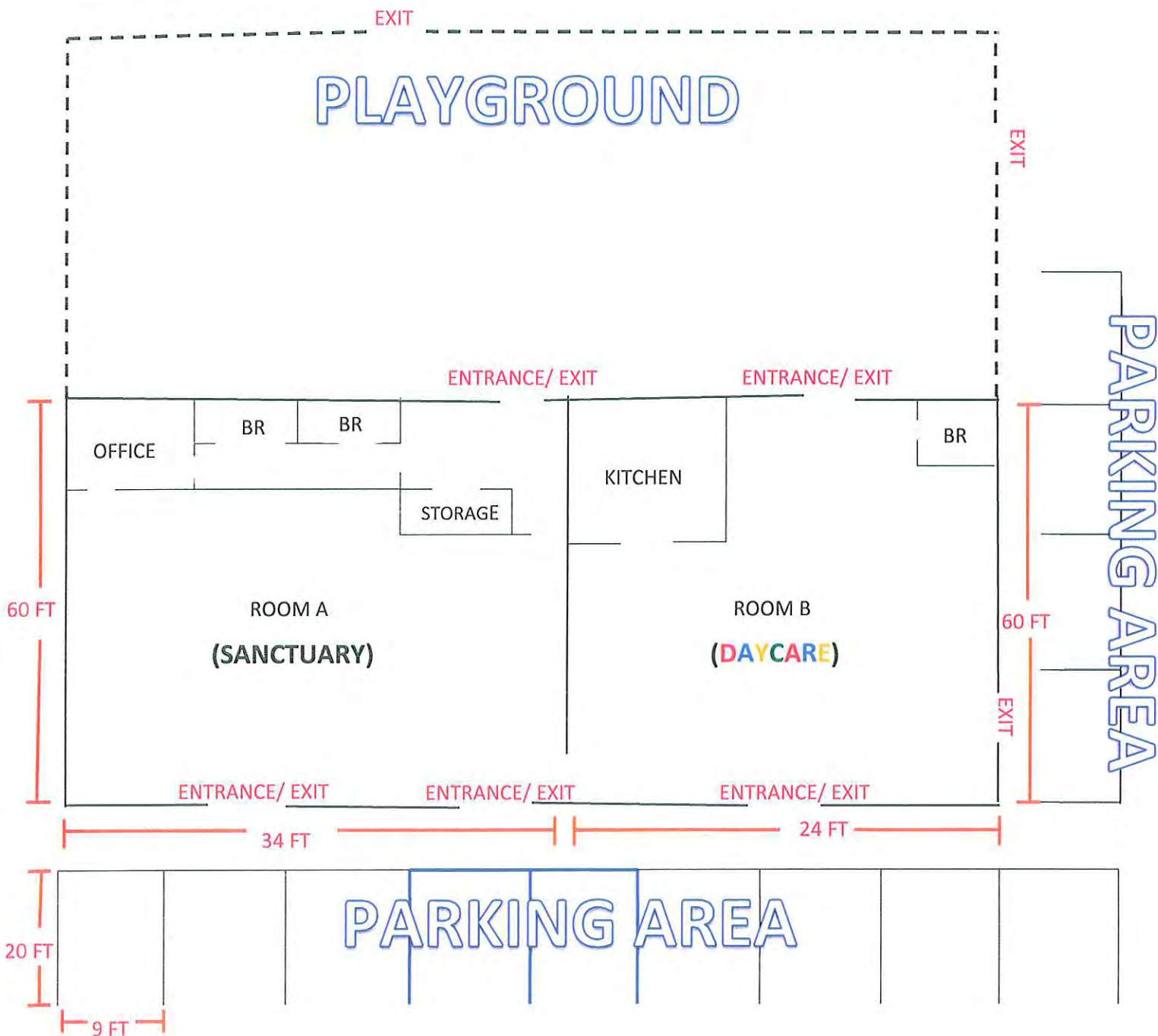
Length: 60 feet

Total: $(24 \times 60) = 1,440$ sqft**SETBACKS:**

Front: 40 Feet

Side: 15 feet

Rear: 35 feet



The screenshot displays the Jackson County Dashboard interface. A central window titled "Parcel Information" provides details for a specific parcel. To the right, a smaller window titled "Parcel Search Tool" shows the search results. The background features a map with a scale bar and a compass rose.

Jackson County Dashboard
Powered by ArcGIS Server

Parcel Information

PIDN: 81831520.000
GISP: 769.31-03-0060.00

Owner Information

Name: NGUYEN DIEP Percent of Ownership: 100
Name2:
Mailing Address: 7013 SOUTH WIND DR Physical Address: 1111 HWY 90 GAUTIER
BLOOMING MS 39532

Land Information

Section, Township, Range: 31.75 E/W Acreage: .28
Street Name: HWY 90

Value and Tax Information

Total Assessed Value: 16697 Total Appraised Value: 124640
Improvement Value: 76830 Land Value: 47810
Tax Amount: 2541 SQ. FT: 3600 Year Built: 1971

Legal Description

Description: COM E/M SHAW DR & S/M HWY 90 SELY ALG HWY 89.7' TO POB SELY 89.7' S 15 DEG W 180.7' N 13 DEG W 64.25' N 15 DEG E 180.7' TO POB DB 1401-7 (60 MAP 769.31-03)
Deed Book / Page: 1401 / 7

Parcel Search Tool
Features Selected: 1
NGUYEN DIEP
Parcel #: 81831520.000
Address: 1111 HWY 90 GAUTIER

Scale: 0 to 2000 ft

Parcel Information

PIDN: 81631520.000
GISP: 789.31-03-0060.00

Owner Information

Name: NGUYEN DIEP Percent of Ownership: 100

Name2:

Mailing Address: 7013 SOUTHWIND DR
BILOXI MS 39532

Physical Address: 1111 HWY 90 GAUTIER

Land Information

Section, Township, Range: 31 7S 6W .28

Street Name: HWY 90

Value and Tax Information

Total Assessed Value: 18657
Improvement Value: 76300
Tax Amount: 2541
Total Appraised Value: 124640
Land Value: 47810
SQ. FT: 3500
Year Built: 1971

Legal Description

Description: COM E/M SHAW DR S S/M HWY 90 SELY ALG HWY 89.7' TO POB SELY 89.7' S 15 DEG W 180.7' N 13 DEG W
64.25' N 15 DEG E 180.7' TO POB DB 1401-7 (60 MAP769.31-03)

Deed Book / Page: 1401 / 7



LIMITED DURABLE POWER OF ATTORNEY

STATE OF MS
COUNTY OF Jackson

That I, DIEP H NGUYEN, pursuant to the provisions of the Uniform Durable Power of Attorney Act of the State of Mississippi, have made, constitute and appointed and by this document do make, constitute, and appoint QUYEN NGUYEN, my daughter, residing in Ocean Springs, Mississippi, my true and lawful attorney-in-fact for me and in my name, and stead:

(1) To renegotiate and reinstate my mortgage and to otherwise deal with any and all mortgage related entities, including but not limited to all originators, sponsors, depositors, holders, owners, servicers (master servicers and sub-servicers) and to communicate with each of said entities freely on my behalf as if I can do for myself. This includes sending any written correspondence to said entities on my behalf in an effort to make any inquiry, protest charges, or otherwise as she deems fit under the circumstances.

(2) To encumber my real property as is necessary to renegotiate and/or refinance my mortgage obligations;

(3) To pay all mortgage debts related to my real property;

(4) To have open access to all of my mortgage accounts and information held by any mortgage related entity including but not limited to all originators, sponsors, depositors, holders, owners, servicers (master servicers and sub-servicers).

(5) To retain an attorney to represent my interest related to my home and/or in my mortgage account(s).

(6) To buy, sell, mortgage, or otherwise deal with any real estate or interest therein which I may own, or any material interest which I may own and to execute oil and gas leases.

(7) In general related to my mortgage(s), to do all things in my name and on my behalf with the same effect as though personally done by me.

(8) Photocopies hereof may be relied upon as though they were an original.

(9) My attorney-in-fact is obligated to exercise the Powers hereunder only for my best interests and therefore is bound by the standards of conduct and liability applicable to other fiduciaries.

(10) THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE UPON EXECUTION, AND SHALL NOT BE AFFECTED BY SUBSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL OR THE LAPSE OF TIME. This instrument is created and is executed in anticipation of the legal, physical or mental infirmities which can be caused by my advancing years, illness, accidents, and also disappearance or absence. This instrument is to be construed and interpreted as a limited durable power of attorney. The powers and authority shall remain in full force and effect thereafter until terminated by written revocation, order of a court, or my disappearance, explained or unexplained, and is also effective even if I am deceased until such time as my death is confirmed.

IN WITNESS WHEREOF, I have signed my name this the 17 day of December, 2014.

Diep H. Nguyen
DIEP H. NGUYEN

City, County, State of Residence

Biloxi, Jackson

Mississippi

PAGE 2

DURABLE POWER OF ATTORNEY,
12-17-14 (DATE)

STATE OF MS

COUNTY OF Jackson

Before me, the undersigned authority, on this the 17 day of
December, 2014, personally appeared DIEP H. NGUYEN who states
and signed to the matters above under oath confirming that the matters contained
herein are truthful and accurate under penalty of perjury and that she enters into
this document on her own volition, free from coercion or duress.



[Signature]
NOTARY PUBLIC

My commission expires:

1/10/16

WITNESSES

The principal is personally known to me and I believe the principal to be of sound mind. I am eighteen (18) years of age or older. I am not related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage. The principal has declared it to me that this instrument is her power of attorney granting to the named attorney-in-fact the power and authority specified herein, and she has willingly made and executed it as her free and voluntary act for the purposes herein express.

WITNESS: Peter Nguyen

WITNESS: [Signature]

STATE OF MS

COUNTY OF Jackson

Before me, the undersigned authority, on this the 17 day of

December, 2014, personally appeared

Peter Nguyen (witness) and Hoa Nguyen (witness) whose

names are subscribed to the foregoing instrument in the respective capacities, as well as the principal, and all of said persons being by me duly sworn, the principal declared to me and to the said witnesses in my presence that the instrument is her power of attorney, and that the principal has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein express, and the witnesses declared to me that they were each eighteen (18) years of age or over, and that neither of them is related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage



[Signature]
NOTARY PUBLIC

My commission expires:

1/10/16

PAGE 4

DURABLE POWER OF ATTORNEY,
12-17-14 (DATE)

Page 60 of 187

INITIAL: DN

STATE OF MISSISSIPPI
COUNTY OF JACKSON

LEASE AGREEMENT

This agreement is made on this date ^{March 2, 2015} ~~March 2, 2015~~ ^{N.A. 15th} between **NATHANIEL ANDERSON or QUYEN NGUYEN**, 7013 Southwind Drive, Biloxi, MS 39532, County of Jackson, State of Mississippi, herein referred to as Owner, and **LESTER HUGHES** herein referred to as Renter.

The parties recite and declare that:

1. Owner is the sole owner of developed commercial property that she desires to lease.
2. Renter desires to lease the property for ~~grocery store business~~ ^{CHURCH / DAYCARE} purposes.
3. The parties desire to enter an agreement to establish terms of a lease for the premises.
4. Renter shall rent the commercial property "as is".
5. Renter agrees to give copy of proof of insurance for a minimum of one million dollar (1,000,000.00) in general liability naming the landlord as the lost payee on or before April 1, 2015.
6. Owner and Renter agree to start the lease on March 2, 2015. The lease will be one year and will expire on March 2, 2016. The new lease will be option on the market price.
7. After lease property plus equipment as in list return. Must be in good working order or pay for damages.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE, RENTAL UNIT

Owner agrees to lease, and Renter agrees to rent the commercial property owned by
Owner located at:

1111 Hwy 90 Gautier, MS 39553

The property is to be used by Renter for grocery store purposes and any modified or rebuild must
be permit by owner.

SECTION TWO, TERM

The premises shall be leased for one year beginning on March 2, 2015 and ending on
March 2, 2016, in the amount of one thousand dollar (\$1,000.00).

SECTION THREE, MONTHLY RENTAL

Renter shall pay to Owner the sum of \$3,000.00 upon execution of this lease, which
payment shall represent the first month's payment of \$1,000.00 and a \$1,000.00 deposit. In the
event that there are no damages or diligences, the \$1,000.00 is refundable at the end of the lease.
The monthly rental payments will be in the amount of One Thousand Dollars (\$1,000.00).
Thereafter, the rent will be due and payable on the first day of each month beginning March 2,
2015 and every month thereafter during the term of this lease, said payments to be made at the
location designated by the Owner. If payment is not received by the 5th day of the month, a 10%
late fee of \$100.00 will be paid with the rent due.

SECTION FOUR, TAXES AND REPAIRS

Owner shall pay all real property taxes (land tax) during the lease term. Renter shall be responsible for personal property taxes on Renter's personal property for these tax periods.

Renter shall further, at all times during the term of the lease and at their own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, plumbing, electrical, and exterior walls as well as the air conditioning and heating system for said building.

SECTION FIVE, UTILITIES

All applications and connections for necessary utility services on the leased premises shall be made in the name of Renter only, and Renter shall be solely liable for utility charges as they become due, including but not limited to, sewer, water, gas, electricity, and telephone services. In addition, Renter shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the building's interior, and shall use all reasonable precautions to prevent waist, damage, or injury to the leased premises.

SECTION SIX, INSURANCE

Owner shall provide and keep in force adequate fire and storm insurance. The Renter shall provide personal injury and property damage insurance against liability for bodily injury and hazards as are commonly insured against for the type of business activities conducted therein. All policies are to be in the amounts required by Owner. Renter must give copy of proof of insurance after lease has been executed. Renter must have a minimum of one million dollar (1,000,000.000) after lease has been executed. Renter must have a minimum of one million dollar (1,000,000.00) in general liability naming the landlord as the lost payee.

SECTION SEVEN, UNLAWFUL ACTIVITIES

Renter shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or hazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Renter shall immediately, on discovery of any unlawful, disreputable, or hazardous use, take action to halt such activity.

SECTION EIGHT, LIABILITY

Renter shall indemnify Owner against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Renter to perform any of the terms or conditions of this agreement, (2) any injury or damage happening on or about the leased premises, (3) failure to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the leased premises or equipment, materials, or alterations of buildings or improvements thereon authorized by Renter.

SECTION NINE, PARTIAL DESTRUCTION

In the event of a partial destruction of the premises during the term from any cause, Owner shall forthwith repair the same, provided the repairs can be made within a reasonable time under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Renter shall be entitled to a proportionate reduction of rent while the repairs are being made, and any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Renter in the premises. In the event that Owner does not elect to make repairs that cannot be made in the

specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event of a total destruction of the premises during the term from any cause, the lease shall be automatically terminated .

SECTION TEN, PEACEABLE ENJOYMENT

Owner warrants the Renter shall be granted peaceable and quiet enjoyment of the leased premises free from any eviction or interference by Owner if Renter pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Renter.

SECTION ELEVEN, POSSESSION AND CONTROL

Renter shall be given possession of the unit on 1st of March 2014 in order to make alterations to said building. Renter shall be in exclusive control and possession of the leased premises, and Owner shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Renter. Renter shall give the landlord a key and shall be permitted to enter and inspect the leased premises at all reasonable times to insure that lessee is in compliance with the terms and conditions hereof and/or makes repairs that Renter has failed to make. Owner shall not be liable to Renter for any entry on the premises for inspection purposes.

SECTION TWELVE, SURRENDER OF UNIT

Renter shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the leased premises to the Owner, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the leased premises and belonging to Renter, if not removed at the termination or default, and if Owner shall so elect, shall be deemed abandoned and become the property of Owner without any payment or offset therefore. Owner may remove such fixtures or property from the premises and store them at the risk and expense of Renter if Owner shall not so elect. Renter shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION THIRTEEN, ENTIRE AGREEMENT

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION FOURTEEN, LAWS

This agreement shall be governed by and construed in accordance with the laws of the
State of Mississippi

WHEREOF, the parties have executed this lease at Gulfport, Mississippi, on this the 2nd day of
March, 2015.

OWNER:

X 
Quyen Nguyen

WITNESS:

X 
Nathaniel Anderson

RENTER:

X 
Lester Hughes

Name:

Home address:

Date of Birth:

Social Security Number:

Driver License Number:

Phone Number:

FAITH WORSHIP & OUTREACH, INC.
GENERAL PURPOSE:

Pastors Lester and Shannon Hughes are firm believers that the entry of God's word is the vehicle that changes the lives of people. We believe that by preaching the word, faith is increased, families are strengthened, homes are changed, and hearts and minds are set free. We are committed to empowering, equipping and training all who are planted in our local church with the tools needed to live victorious and blameless on earth. We are equally committed to being a light to the unchurched.

Faith Worship & Outreach is a ministry of love to one another as we reach the lost through the love of Jesus Christ. Our ultimate goal is to train and equip the believer for the working of the ministry for furthering the gospel of Jesus, by way of weekly Sunday school (9:30 a.m. to 10:15 a.m.) and Sunday morning worship services (10:30 a.m. to 12:30 a.m.) and Thursday night bible study (6:30 p.m. to 8:00 p.m.).

All services will be held at 1111 Hwy 90, Gautier, MS (Room A). The square footage is 34 ft wide and 60 ft Long = 2,040 sq ft. Faith Worship & Outreach has 18 members and 32 chairs available.

MAJOR CONDITIONAL USE

Criteria for Approval Major Conditional Use

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

Yes. The proposed is properly zoned.

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.

The project is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking and other uses. Attached you will find a copy of parking/ site plan

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

Our project will not negatively affect neighboring property values or pose any real or perceived threats to citizens. The subject facility will be used to conduct weekly worship services / bible study and also to conduct child care business.

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

Our project will not adversely affect vehicular or pedestrian traffic in the vicinity. Our facility is located 40 feet away from the main HWY 90

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

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

Yes. The proposed use is in harmony with the Comprehensive Plan.

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. The proposed use does not 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.

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. The proposed use does conform to all district regulations for the applicable district in which it is located.

VISION

A MINISTRY OF LOVE TO ONE ANOTHER, AS WE REACH THE LOST THROUGH THE LOVE OF JESUS CHRIST.

MISSION

TO TRAIN AND EQUIP THE BELIEVER FOR THE WORKING OF THE MINISTRY FOR FURTHERING THE GOSPEL OF JESUS CHRIST.

F0001

2014125020

Fee: \$ 50



Business ID: 1054451
Filed: 10/29/2014 08:15 AM
C. Delbert Hosemann, Jr.
Secretary of State

DELBERT HOSEMAN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Articles of Incorporation

Business Information

Business Type: Non-Profit Corporation
Business Name: Faith Worship & Outreach Gulf Coast, Inc.
Business Email: lester.hughes37@gmail.com
Period of Duration: Perpetual
Initial planned non-profit activity: Church

NAICS Code/Nature of Business

813110 - Religious Organizations

Registered Agent

Name: Lester Hughes II
Address: 1629 Victoria Drive
Gautier, MS 39553

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **10/28/2014**.

Name:
Shannon Hughes
Incorporator

Address:
1629 Victoria Drive
Gautier, MS 39553

Lester Hughes II
Incorporator

1629 Victoria Drive
Gautier, MS 39553

State of Mississippi

Certificate of Incorporation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for incorporation in this State.

Faith Worship & Outreach Gulf Coast, Inc.



Given this the 29th day of October, Two Thousand and
Fourteen, in the Capital City of Jackson, Mississippi
under my Hand and Seal,

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
Secretary of State

I, Quyen Nguyen, the fee simple owner of the following described property (give legal description):

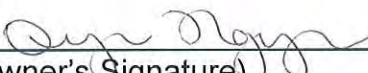
<u>1111 Hwy 90, Gautier, MS 39553</u>

hereby petition to the City of Gautier to *Grant a Conditional Use of* <Property>

1111 Hwy 90 in Gautier, MS 39553

and affirm that Lester Hughes II is hereby designated to act as agent on my behalf to accomplish the above.

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


(Owner's Signature)

The foregoing instrument was acknowledged before me this 4th day of August,

20 15 by Quyen Hughh Nguyen, who is personally known to me or has produced CA ID # D2971551 as identification and who did take an oath.

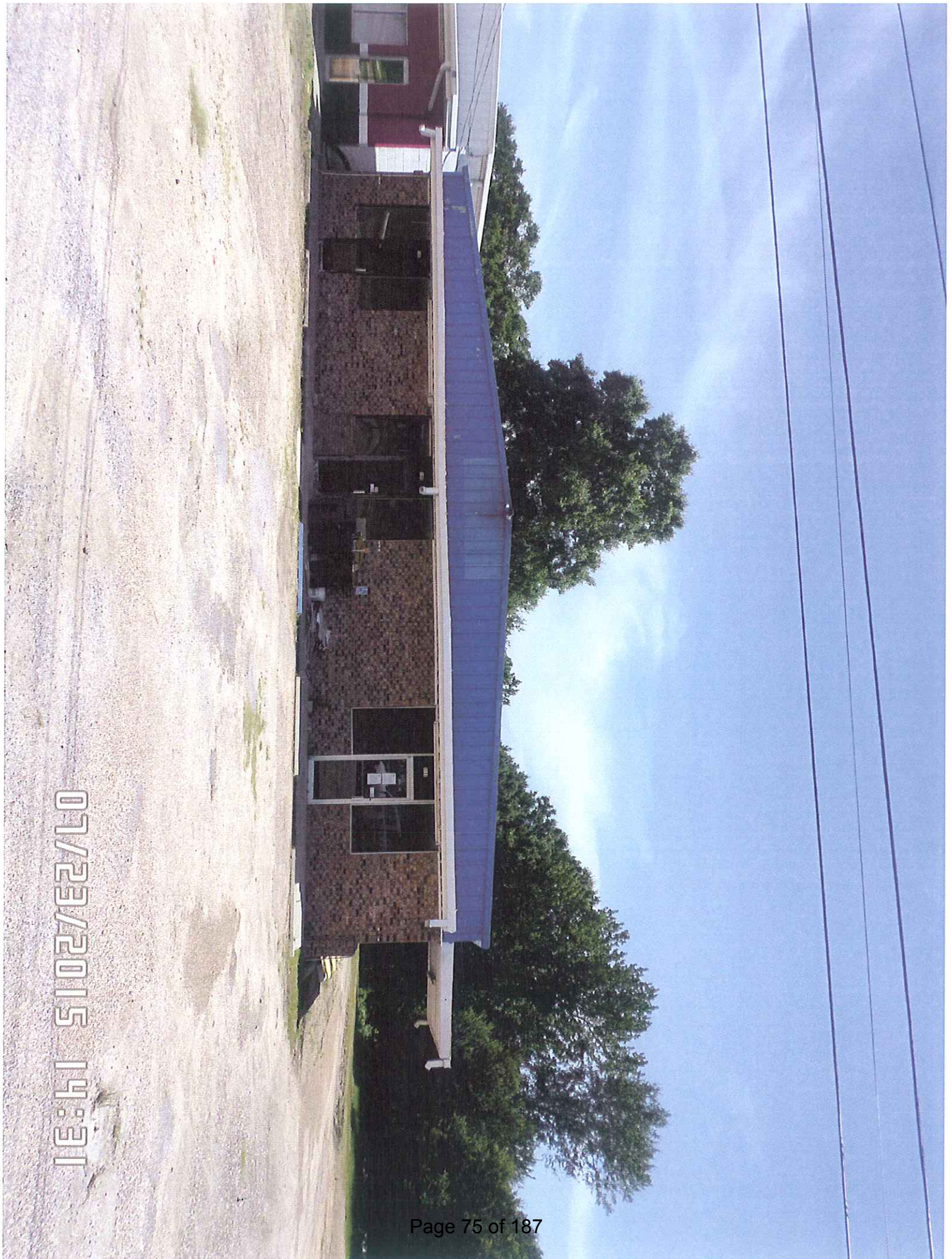
Patrick Connor Brown
(Printed Name of Notary Public)


(Signature of Notary Public)

Commission # 105209. My commission expires April 14th 2017.

(Notary's Seal)

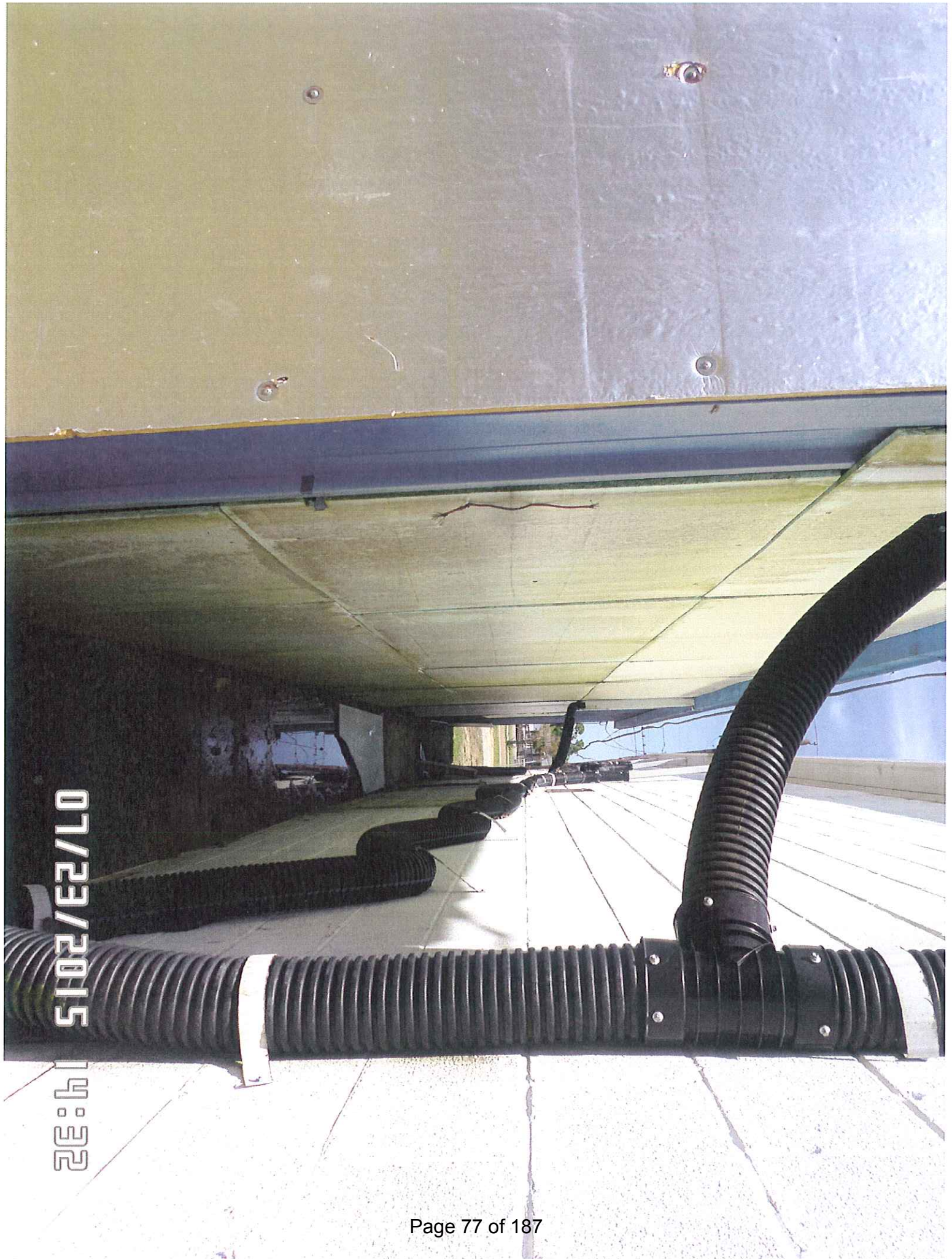




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07/23/2015 14:31



07/23/2015

14:32



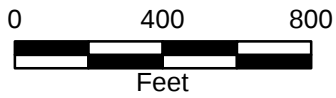
07/23/2015 14:32



07/23/2015 14:32

Location Map
1111 Highway 90
Conditional Use

City Of Gautier
Economic Development/Planning

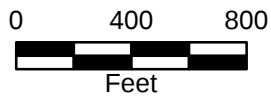


Prepared by the
City of Gautier
Planning Division



Existing Zoning Map

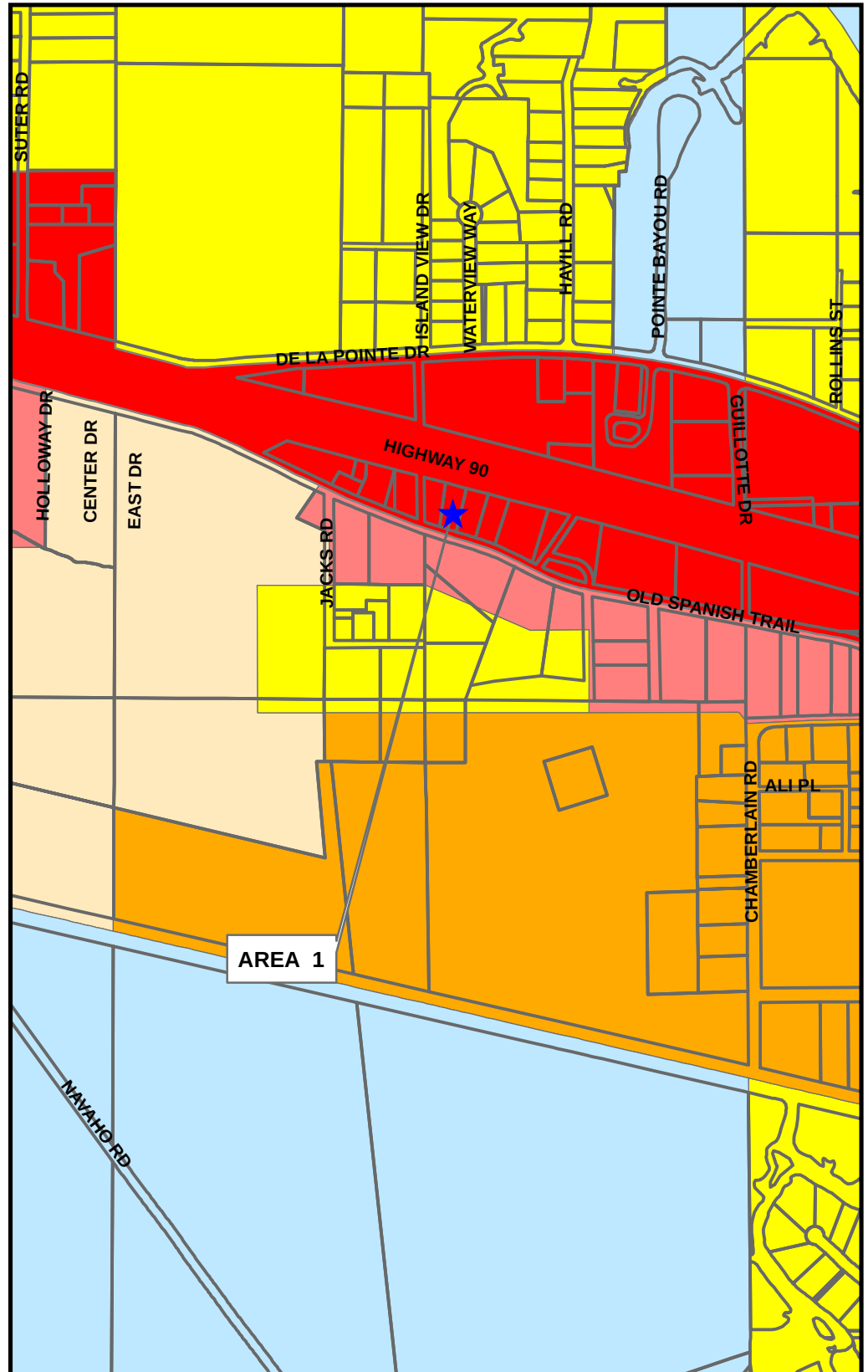
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

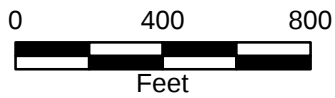
Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial



Existing Land Use Map

City Of Gautier
Economic Development/Planning

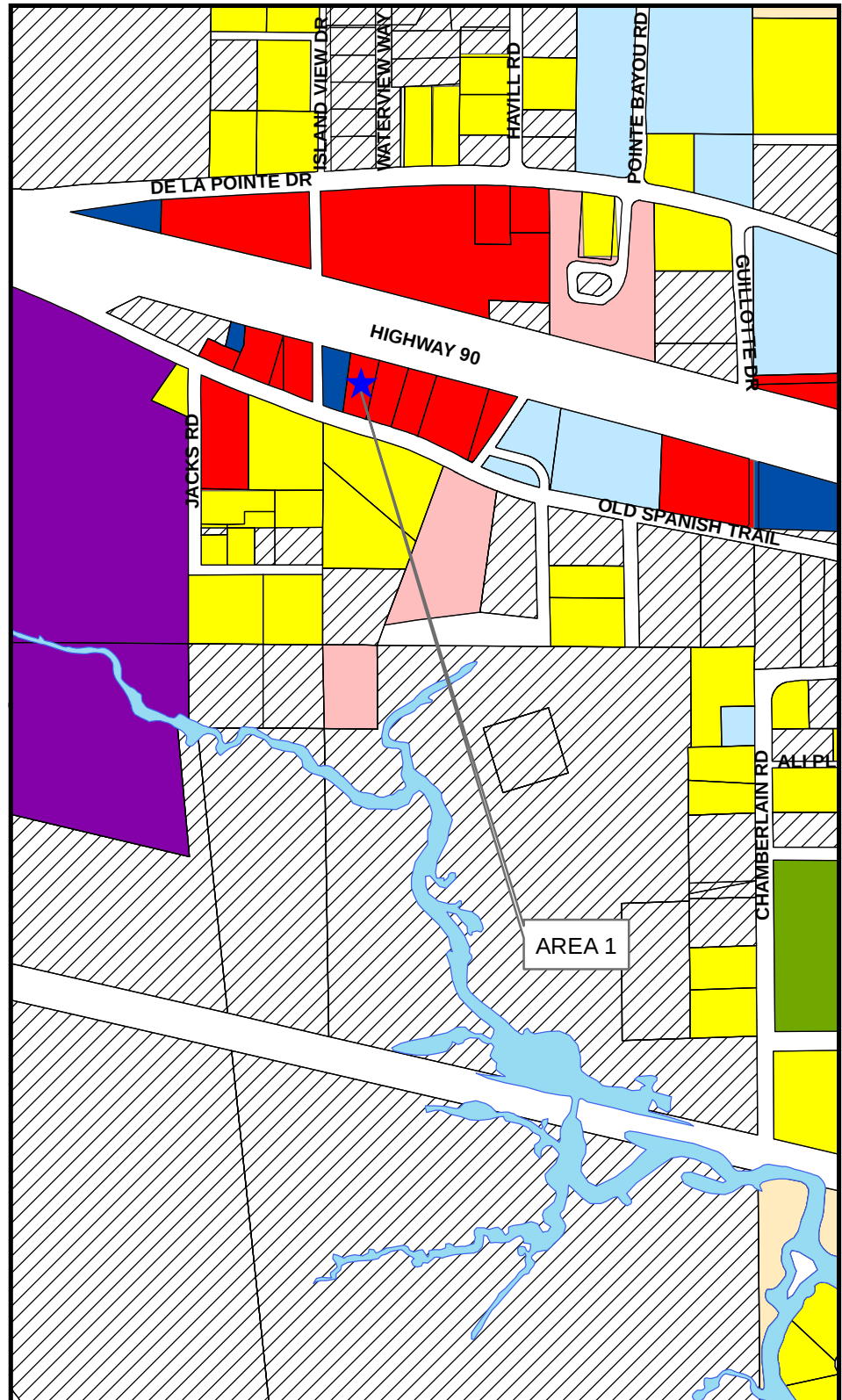


Prepared by the
City of Gautier
Planning Division

Legend

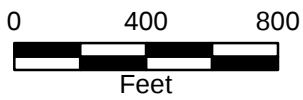
EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant



Future Land Use Map

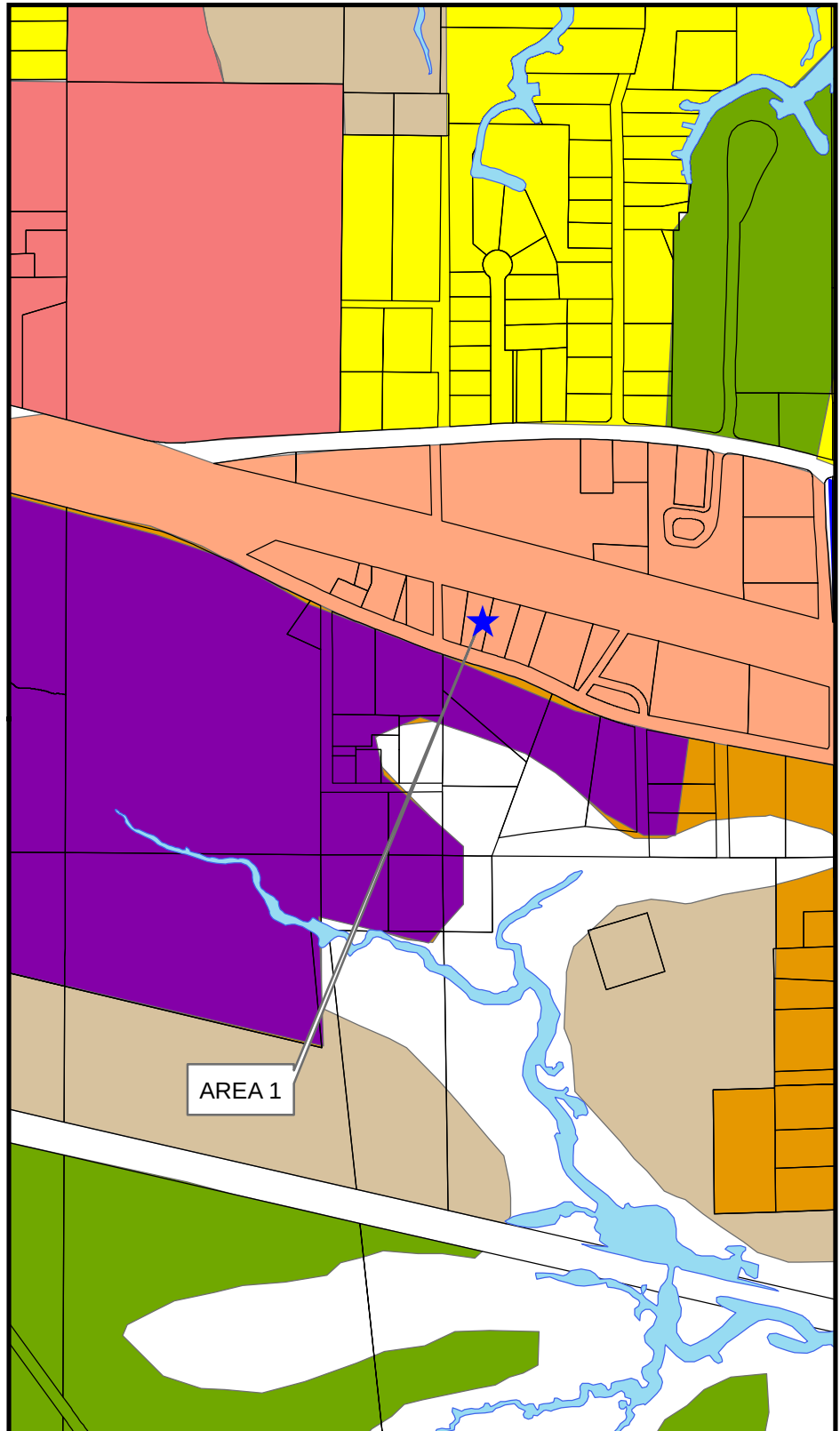
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

Legend

- Civic
- High Impact Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- Low Impact Commercial
- Recreational
- Recreational Commercial
- Regional Scale Commercial
- Mixed Use Residential
- Town Center
- Very Low Density Residential



**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-05-CU**

FAITH WORSHIP & OUTREACH, INC.

REGARDING PARCEL ID NO: 81831520.000

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for a church or place of worship as submitted by Lester Hughes, II, representative for Faith Worship & Outreach, Inc. The parcel subject to this Permit is located at 1111 Highway 90, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-3 District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on April 20, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The church services/events/meetings shall be limited to 32 occupants at one time.
 - b. The building façade shall be repaired, painted, and maintained to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance.
 - c. Existing asphalt paving up to the North property line shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not

needed to be hard surfaced may be converted to "green space" in lieu of repairing.

- d. The north-south drive on the west side of the building shall be maintained as a 20' fire lane.
 - e. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
 - f. Noise levels shall meet the City's noise ordinance. (See Exhibit F.)
 - g. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance. Parking shall not be allowed on public right-of-way.
6. 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.
7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.
8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Faith Worship & Outreach, Inc., located at 1111 Highway 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 81831520.000.

August 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cindy Russell
City Clerk

Sec. 15-5. - Loud music and sounds.

(a)

The operation and use of sound or loudspeaking machines or any equipment for magnifying, amplifying or projecting music, sound or noise on the streets of the city is hereby prohibited.

(b)

It shall be unlawful for any person to use or allow to be used from their place of business, residence or any other location, equipment for magnifying or amplifying and/or enlarging music, sound or noise in an unreasonably loud and large volume, disturbing the public generally and/or citizens and residents in close proximity to such place or places.

(c)

Religious, political, civic or public gatherings, speakings and meetings are specifically excluded from the effect of this section; provided, however, that such meeting or gathering be first approved by the chief of police and a formal written permit be issued by the planning director. Provided further, that any such permit so issued may, by the chief of police or planning director, be recalled and/or revoked at will if in the opinion of the chief of police or planning director the use of such equipment is objectionable or should for any reason not be allowed.

(Ord. No. 97, §§ 1—3, 12-3-96)

40 inches (1016 mm) wide by 36 inches (914 mm) long, located not more than 8 inches (203 mm) below the door.

3404.5 Opening protectives. Doors and windows along the fire escape shall be protected with $\frac{3}{4}$ -hour opening protectives.

SECTION 3405 GLASS REPLACEMENT

3405.1 Conformance. The installation or replacement of glass shall be as required for new installations.

SECTION 3406 CHANGE OF OCCUPANCY

3406.1 Conformance. No change shall be made in the use or occupancy of any building that would place the building in a different division of the same group of occupancy or in a different group of occupancies, unless such building is made to comply with the requirements of this code for such division or group of occupancy. Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

3406.2 Certificate of occupancy. A certificate of occupancy shall be issued where it has been determined that the requirements for the new occupancy classification have been met.

3406.3 Stairways. Existing stairways in an existing structure shall not be required to comply with the requirements of a new stairway as outlined in Section 1009 where the existing space and construction will not allow a reduction in pitch or slope.

3406.4 Change of occupancy. When a change of occupancy results in a structure being reclassified to a higher occupancy category, the structure shall conform to the seismic requirements for a new structure.

Exceptions:

1. Specific seismic detailing requirements of this code or ASCE 7 for a new structure shall not be required to be met where it can be shown that the level of performance and seismic safety is equivalent to that of a new structure. Such analysis shall consider the regularity, overstrength, redundancy and ductility of the structure within the context of the existing and retrofit (if any) detailing provided.
2. When a change of use results in a structure being reclassified from Occupancy Category I or II to Occupancy Category III and the structure is located in a seismic map area where $S_{DS} < 0.33$, compliance with the seismic requirements of this code and ASCE 7 are not required.

SECTION 3407 HISTORIC BUILDINGS

3407.1 Historic buildings. The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard.

3407.2 Flood hazard areas. Within flood hazard areas established in accordance with Section 1612.3, where the work proposed constitutes substantial improvement as defined in Section 1612.2, the building shall be brought into conformance with Section 1612.

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

SECTION 3408 MOVED STRUCTURES

3408.1 Conformance. Structures moved into or within the jurisdiction shall comply with the provisions of this code for new structures.

SECTION 3409 ACCESSIBILITY FOR EXISTING BUILDINGS

3409.1 Scope. The provisions of Sections 3409.1 through 3409.9 apply to maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings.

Exception: Type B dwelling or sleeping units required by Section 1107 are not required to be provided in existing buildings and facilities.

3409.2 Maintenance of facilities. A building, facility or element that is constructed or altered to be accessible shall be maintained accessible during occupancy.

3409.3 Extent of application. An alteration of an existing element, space or area of a building or facility shall not impose a requirement for greater accessibility than that which would be required for new construction.

Alterations shall not reduce or have the effect of reducing accessibility of a building, portion of a building or facility.

3409.4 Change of occupancy. Existing buildings, or portions thereof, that undergo a change of group or occupancy shall have all of the following accessible features:

1. At least one accessible building entrance.

2. At least one accessible route from an accessible building entrance to primary function areas.
3. Signage complying with Section 1110.
4. Accessible parking, where parking is being provided.
5. At least one accessible passenger loading zone, when loading zones are provided.
6. At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Where it is technically infeasible to comply with the new construction standards for any of these requirements for a change of group or occupancy, the above items shall conform to the requirements to the maximum extent technically feasible. Change of group or occupancy that incorporates any alterations or additions shall comply with this section and Sections 3409.5, 3409.6, 3409.7 and 3409.8.

3409.5 Additions. Provisions for new construction shall apply to additions. An addition that affects the accessibility to, or contains an area of, a primary function shall comply with the requirements in Section 3409.7.

3409.6 Alterations. A building, facility or element that is altered shall comply with the applicable provisions in Chapter 11 and ICC A117.1, unless technically infeasible. Where compliance with this section is technically infeasible, the alteration shall provide access to the maximum extent technically feasible.

Exceptions:

1. The altered element or space is not required to be on an accessible route, unless required by Section 3409.7.
2. Accessible means of egress required by Chapter 10 are not required to be provided in existing buildings and facilities.
3. The alteration to Type A individually owned dwelling units within a Group R-2 occupancy shall meet the provision for a Type B dwelling unit and shall comply with the applicable provisions in Chapter 11 and ICC/ANSI A117.1.

3409.7 Alterations affecting an area containing a primary function. Where an alteration affects the accessibility to, or contains an area of primary function, the route to the primary function area shall be accessible. The accessible route to the primary function area shall include toilet facilities or drinking fountains serving the area of primary function.

Exceptions:

1. The costs of providing the accessible route are not required to exceed 20 percent of the costs of the alterations affecting the area of primary function.
2. This provision does not apply to alterations limited solely to windows, hardware, operating controls, electrical outlets and signs.
3. This provision does not apply to alterations limited solely to mechanical systems, electrical systems,

installation or alteration of fire protection systems and abatement of hazardous materials.

4. This provision does not apply to alterations undertaken for the primary purpose of increasing the accessibility of an existing building, facility or element.

3409.8 Scoping for alterations. The provisions of Sections 3409.8.1 through 3409.8.12 shall apply to alterations to existing buildings and facilities.

3409.8.1 Entrances. Accessible entrances shall be provided in accordance with Section 1105.

Exception: Where an alteration includes alterations to an entrance, and the building or facility has an accessible entrance, the altered entrance is not required to be accessible, unless required by Section 3409.7. Signs complying with Section 1110 shall be provided.

3409.8.2 Elevators. Altered elements of existing elevators shall comply with ASME A17.1 and ICC A117.1. Such elements shall also be altered in elevators programmed to respond to the same hall call control as the altered elevator.

3409.8.3 Platform lifts. Platform (wheelchair) lifts complying with ICC A117.1 and installed in accordance with ASME A18.1 shall be permitted as a component of an accessible route.

3409.8.4 Stairs and escalators in existing buildings. In alterations where an escalator or stair is added where none existed previously, an accessible route shall be provided in accordance with Sections 1104.4 and 1104.5.

3409.8.5 Ramps. Where steeper slopes than allowed by Section 1010.2 are necessitated by space limitations, the slope of ramps in or providing access to existing buildings or facilities shall comply with Table 3409.8.5.

**TABLE 3409.8.5
RAMPS**

SLOPE	MAXIMUM RISE
Steeper than 1:10 but not steeper than 1:8	3 inches
Steeper than 1:12 but not steeper than 1:10	6 inches

For SI: 1 inch = 25.4 mm.

3409.8.6 Performance areas. Where it is technically infeasible to alter performance areas to be on an accessible route, at least one of each type of performance area shall be made accessible.

3409.8.7 Dwelling or sleeping units. Where I-1, I-2, I-3, R-1, R-2 or R-4 dwelling or sleeping units are being altered or added, the requirements of Section 1107 for Accessible or Type A units and Section 907 for accessible alarms apply only to the quantity of spaces being altered or added.

3409.8.8 Jury boxes and witness stands. In alterations, accessible wheelchair spaces are not required to be located within the defined area of raised jury boxes or witness stands and shall be permitted to be located outside these spaces where the ramp or lift access restricts or projects into the means of egress.

3409.8.9 Toilet rooms. Where it is technically infeasible to alter existing toilet and bathing facilities to be accessible, an

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

ORDER NUMBER 153-2015

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-09-CU**

SINGING RIVER PAINT AND BODY

REGARDING PARCEL ID NO: 82435140.050

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for an automobile repair shop, major as submitted by Chad Crosslin, representative for Singing River Paint and Body. The parcel subject to this Permit is located at 3309 Gautier-Vancleave Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as an automobile repair shop, major, is permitted as a Conditional Use-Major in the TCMU District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on June 16, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The proposed building façade improvements are installed.
 - b. Any vehicles to remain on-site more than one day continuously are stored inside or screened from view. If roll-up doors will remain open for a length

of time other than to move a vehicle in or out of the building, the area shall be screened from view.

- c. Work to be performed on vehicles shall take place within the building.
- d. The existing fence along the south property line shall be repaired and/or replaced as needed to be in a condition of good repair.
- e. Paint booth exterior venting shall be located on the north side of the building (or west side of the building if the exhaust composition is approved by the Public Works Director) due to the proximity of the City's water treatment facility to the south.
- f. The business shall meet all minimum requirements/regulations of the Mississippi Department of Environmental Quality (MDEQ) regarding automobile repair and painting.
- g. Existing business signage which does not comply with the Unified Development Ordinance to be removed. If a new freestanding sign is installed, it shall be installed within a 20' x 20' landscape and/or "green space" area.
- h. Existing asphalt paving in areas that will be accessible to the public and/or not screened from view shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to "green space" in lieu of repairing.
- i. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' along the north and east property lines in the front yard of the building (east of front building face). Trees to be a minimum of 6' in height at the time of planting.
- j. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' or decorative fencing along the north property line along the side and rear yard of the building (west of front building face). Trees to be a minimum of 6' in height at the time of planting. Decorative fencing 6' in height to be aluminum, iron, brick wall, or other decorative fencing as approved by the Director of Economic Development and Planning.
- k. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall remove any pavement that encroaches onto the City right-of-way (except the driveway) and convert to "green space". Driveway shall be limited to 35' in width, exclusive of turning radius at the public street.

- l. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
 - m. Noise levels shall meet the City's noise ordinance. (See Exhibit F.)
 - n. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance.
6. 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.
7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.
8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of 6 ayes, 0 nays and 1 abstained to approve the application of Singing River Paint and Body located at 3309 Gautier-Vancleave Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82435140.050.

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSTAINED: **Hurley Ray Guillotte**

August 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cynthia Russell
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development & Planning Director

Date: August 11, 2015

Subject: Conditional Use-Major Permit for the Singing River Paint and Body at 3309 Gautier-Vancleave Road (GPC Case No. 15-09-CU)

REQUEST:

The Economic Development and Planning Department has received a request from Chad Crosslin, owner of Singing River Paint and Body, for a Conditional Use-Major Permit that would allow an Automobile Repair Shop, Major in a TCMU Town Center, Mixed Use zoning district at 3309 Gautier-Vancleave Road, PID #82435140.050. The application fee of \$250 was paid on June 17, 2015. All public notice requirements have been met.

DISCUSSION:

Staff has attached a Staff Report with detailed project analysis. The Planning Commission held a public hearing on August 6, 2015 to consider the request and found that the proposed automobile repair shop will be compatible and harmonious with the TCMU district with certain conditions. The GPC recommends the approval of the Conditional Use-Major Permit with the following Conditions:

1. The proposed building façade improvements are installed.
2. Any vehicles to remain on-site more than one day continuously are stored inside or screened from view. If roll-up doors will remain open for a length of time other than to move a vehicle in or out of the building, the area shall be screened from view.
3. Work to be performed on vehicles shall take place within the building.
4. The existing fence along the south property line shall be repaired and/or replaced as needed to be in a condition of good repair.
5. Paint booth exterior venting shall be located on the north side of the building (or west side of the building if the exhaust composition is approved by the Public Works Director) due to the proximity of the City's water treatment facility to the south.

6. The business shall meet all minimum requirements/regulations of the Mississippi Department of Environmental Quality (MDEQ) regarding automobile repair and painting.
7. Existing business signage which does not comply with the Unified Development Ordinance shall be removed. If a new freestanding sign is installed, it shall be installed within a 20' x 20' landscape and/or "green space" area.
8. Existing asphalt paving in areas that will be accessible to the public and/or not screened from view shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to "green space" in lieu of repairing.
9. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' along the north and east property lines in the front yard of the building (east of front building face). Trees to be a minimum of 6' in height at the time of planting or within 60 months (whichever is later).
10. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' or decorative fencing along the north property line along the side and rear yard of the building (west of front building face). Trees to be a minimum of 6' in height at the time of planting or within 60 months (whichever is later). Decorative fencing 6' in height to be aluminum, iron, brick wall, or other decorative fencing as approved by the Director of Economic Development and Planning.
11. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall remove any pavement that encroaches onto the City right-of-way (except the driveway) and convert to "green space". Driveway shall be limited to 35' in width, exclusive of turning radius at the public street.
12. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code.
13. Noise levels shall meet the City's noise ordinance.
14. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance.

RECOMMENDATION:

The Gautier Planning Commission and Staff recommend approval of the proposed Conditional Use-Major Permit with the conditions listed above.

The City Council may:

1. Approve the Conditional Use-Major Permit with the Conditions listed above; or
2. Approve the Conditional Use-Major Permit with changes; or
3. Deny the Conditional Use-Major Permit.

ATTACHMENTS:

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

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-09-CU**

SINGING RIVER PAINT AND BODY

REGARDING PARCEL ID NO: 82435140.050

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for an automobile repair shop, major as submitted by Chad Crosslin, representative for Singing River Paint and Body. The parcel subject to this Permit is located at 3309 Gautier-Vancleave Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as an automobile repair shop, major, is permitted as a Conditional Use-Major in the TCMU District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on June 16, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The proposed building façade improvements are installed.
 - b. Any vehicles to remain on-site more than one day continuously are stored inside or screened from view. If roll-up doors will remain open for a length of time other than to move a vehicle in or out of the building, the area shall be screened from view.
 - c. Work to be performed on vehicles shall take place within the building.

- d. The existing fence along the south property line shall be repaired and/or replaced as needed to be in a condition of good repair.
- e. Paint booth exterior venting shall be located on the north side of the building (or west side of the building if the exhaust composition is approved by the Public Works Director) due to the proximity of the City's water treatment facility to the south.
- f. The business shall meet all minimum requirements/regulations of the Mississippi Department of Environmental Quality (MDEQ) regarding automobile repair and painting.
- g. Existing business signage which does not comply with the Unified Development Ordinance to be removed. If a new freestanding sign is installed, it shall be installed within a 20' x 20' landscape and/or "green space" area.
- h. Existing asphalt paving in areas that will be accessible to the public and/or not screened from view shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to "green space" in lieu of repairing.
- i. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' along the north and east property lines in the front yard of the building (east of front building face). Trees to be a minimum of 6' in height at the time of planting.
- j. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' or decorative fencing along the north property line along the side and rear yard of the building (west of front building face). Trees to be a minimum of 6' in height at the time of planting. Decorative fencing 6' in height to be aluminum, iron, brick wall, or other decorative fencing as approved by the Director of Economic Development and Planning.
- k. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall remove any pavement that encroaches onto the City right-of-way (except the driveway) and convert to "green space". Driveway shall be limited to 35' in width, exclusive of turning radius at the public street.
- l. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
- m. Noise levels shall meet the City's noise ordinance. (See Exhibit F.)

- n. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance.

6. 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.

7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.

8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Singing River Paint and Body, located at 3309 Gautier-Vancleave Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82435140.050.

July 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cindy Russell
City Clerk

Excerpt for August 6, 2015 Gautier Planning Commission Meeting

REQUEST:

REQUEST FOR A CONDITIONAL USE-MAJOR PERMIT TO ALLOW A AUTOMOBILE REPAIR SHOP IN A TCMU DISTRICT, TO BE HELD AT 3309 GAUTIER-VANCLEAVE ROAD (GPC CASE #15-09-CU)

RECOMMENDATION:

Commissioner Jamison made the motion to recommend that City Council approve the Conditional Use-Major with the conditions as modified. **Commissioner Green** seconded the motion and the following vote was recorded:

AYES: **Larry Dailey**
 Jimmy Green
 Kay C. Jamison
 Anthony York
 Greg Spanier
 Sandra Walters

NAYS: **None**

ABSENT: **David Wooten**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 6, 2015

GPC #15-09-CU

Singing River Paint and Body

VII. NEW BUSINESS

A. QUASI-JUDICIAL

2. SINGING RIVER PAINT AND BODY - REQUEST FOR A CONDITIONAL USE-
MAJOR PERMIT FOR AN AUTOMOBILE REPAIR SHOP, MAJOR IN A TCMU
DISTRICT; 3309 GAUTIER-VANCLEAVE ROAD (GPC CASE #15-09-CU)

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Planning Commission, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Planning Commission, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Planning Commission makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Chandra Nicholson, Director of Economic Development & Planning

Date: July 29, 2015

Subject: Conditional Use-Major Permit for Singing River Paint and Body at 3309 Gautier-Vancleave Road (GPC Case No. 15-09-CU)

REQUEST:

The Economic Development and Planning Department has received a request from Chad Crosslin, owner of Singing River Paint and Body, for a Conditional Use-Major Permit that would allow an Automobile Repair Shop, Major in a TCMU Town Center, Mixed Use zoning district at 3309 Gautier-Vancleave Road, PID #82435140.050. The application fee of \$250 was paid on June 16, 2015. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 3309 Gautier-Vancleave Road (See Exhibit A)
Principal Arterial: Highway 90 and Old Spanish Trail
2. General features of the proposed project:
Total Building Area: 4,488 square feet
Site Size: 0.57 Acres
Year Building Constructed: 1979
3. Potable Water and Wastewater Services: Existing from City
4. The building is existing and was originally built to be a church. The last known use of the property was a bar/lounge (The Watering Hole). The building was built prior to 2010 when the UDO became effective. The building has been vacant for more than sixty (60) days, so the “grand-fathered” status has expired.
5. Current Zoning (See Exhibit B): TCMU Town Center, Mixed Use
6. Current Surrounding Zoning (See Exhibit B): TCMU Town Center, Mixed Use

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North; Commercial-Retail/Industrial to the West; Civic to the South; and Commercial-Retail to the East.
8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

DISCUSSION:

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

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

Applicant: Yes-Automotive Major.

Staff Finding: Yes. An Automobile Repair Shop, Major is listed as a Conditional Use-Major in a TC zoning district.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The remodeled building will be aesthetically appealing and follow all building guidelines. It will maintain the appropriate amount of parking spaces, as well as handicap access. See attached plans.

Staff Finding: The proposed use will be located in an existing building with existing "wall to wall" site paving and will not further impact the density, bulk and intensity of the structures in the vicinity. The adjacent property to the south is the City's Public Works facility. Property to the north is the rear of Walgreens and Wendy's. Audiowave is directly across the street. Table No. 9 of the UDO establishes minimum parking spaces requirements for Automobile Repair Shop as 1 space per 375 square feet of Gross Floor Area. There is more than adequate paved area to accommodate the required parking some of which will be required to be screened from view. If staff proposed conditions are approved, the impact will actually be decreased due to conversion of some of the existing paved area to "green space".

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

Applicant Response: No. The proposed building remodel will be a significant turnaround from the current un-maintained structure.

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. All traffic will continue to flow as it is currently.

Staff Finding: There is no evidence that the proposed automobile repair shop will have any adverse affect on vehicular or pedestrian traffic. The proposed automotive repair use will generate less traffic than the previous bar/lounge.

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: Yes. Under the goals and objectives section of the Comprehensive 2030 Plan, "Goal No. 4: Promote economic development and a positive climate for businesses which will result in a well-rounded tax base and needed services for residents." The proposed collision repair facility will be a needed service for residents and keep them from having to travel out of the city for these services. Also, as stated in the plan, 46% of those surveyed would like to see quality architecture in Gautier. By remodeling the eyesore that is currently on the property, we will be in line with residents wants. As part of the Gautier Growth Strategy, the Future Land Use map states for Town Center: various types of retail and service businesses.... with flowers and wide sidewalks; excellent architectural design; unobtrusive signs. We plan on incorporating all of these important facets into the property. All plans attached show an appealing design and a beautiful storefront.

Staff Response: While an Automobile Repair Shop does not meet the specific goals of the Town Center Mixed Use district, the proposed business will be located on the outskirts of the Town Center district and will be adjacent to a similar use. The proposed

improvement to the vacant derelict property will be a vast improvement to the area and will be a huge improvement for the Town Center area.

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. All paint and sanding areas will be properly enclosed and filtered. Paint products are waterbourne and eco-friendly and reduce emissions up to 90% and create less waste.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses. The automotive repair equipment and paint booth will be brand new and have the newest technology. The development will be required to meet the requirements/regulations of the MDEQ. If staff proposed conditions are approved, the perception of any impact to the City's water treatment facility will be minimized.

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. The proposed plans will follow all regulations, see attached building plans.

Staff Finding: The proposed use can be made to conform to district regulations with certain conditions.

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

Staff finds that the proposed use may be compatible and harmonious with the Neighborhood Commercial District and recommends approval with the following conditions:

1. The proposed building façade improvements are installed.
2. Any vehicles to remain on-site more than one day continuously are stored inside or screened from view. If roll-up doors will remain open for a length of time other than to move a vehicle in or out of the building, the area shall be screened from view.
3. Work to be performed on vehicles shall take place within the building.
4. The existing fence along the south property line shall be repaired and/or replaced as needed to be in a condition of good repair.
5. Paint booth exterior venting shall be located on the north side of the building due to the proximity of the City's water treatment facility to the south.
6. The business shall meet all minimum requirements/regulations of the Mississippi Department of Environmental Quality (MDEQ) regarding automobile repair and painting.
7. Existing business signage which does not comply with the Unified Development Ordinance to be removed. If a new freestanding sign is installed, it shall be installed within a 20' x 20' landscape and/or "green space" area.
8. Existing asphalt paving in areas that will be accessible to the public and/or not screened from view shall be overlayed or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to "green space" in lieu of repairing.
9. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' along the north and east property lines in the front yard of the building (east of front building face). Trees to be a minimum of 6' in height at the time of planting.
10. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' or decorative fencing along the north property line along the side and rear yard of the building (west of front building face). Trees to be a minimum of 6' in height at the time of planting. Decorative fencing 6' in height to be

aluminum, iron, brick wall, or other decorative fencing as approved by the Director of Economic Development and Planning.

11. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall remove any pavement that encroaches onto the City right-of-way (except the driveway) and convert to “green space”. Driveway shall be limited to 35’ in width, exclusive of turning radius at the public street.
12. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
13. Noise levels shall meet the City’s noise ordinance. (See Exhibit F.)
14. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance.

CONCLUSION:

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major with the Conditions listed;
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. Draft Conditional Use-Major Permit
2. Applicant’s Exhibit 1 – Application
3. City’s Exhibit A – Location Map
4. City’s Exhibit B – Existing Zoning Map
5. City’s Exhibit C – Existing Land Use Map
6. City’s Exhibit D – Future Land Use Map
7. City’s Exhibit E – Section 3409 of the International Building Code (Accessibility)
8. City’s Exhibit F – Section 15-5 City of Gautier’s Code of Ordinances (Noise Ord.)

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 15-09-CU**

SINGING RIVER PAINT AND BODY

REGARDING PARCEL ID NO: 82435140.050

The City of Gautier City Council, at its regular meeting held on August 18, 2015, considered the application for a Conditional Use-Major Permit for an automobile repair shop, major as submitted by Chad Crosslin, representative for Singing River Paint and Body. The parcel subject to this Permit is located at 3309 Gautier-Vancleave Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as an automobile repair shop, major, is permitted as a Conditional Use-Major in the TCMU District.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on June 16, 2015 for a Conditional Use-Major Permit.
5. The following additional conditions will ensure that the operation of the proposed conditional use will minimize any detrimental effects on neighboring properties and shall apply to the project:
 - a. The proposed building façade improvements are installed.
 - b. Any vehicles to remain on-site more than one day continuously are stored inside or screened from view. If roll-up doors will remain open for a length of time other than to move a vehicle in or out of the building, the area shall be screened from view.
 - c. Work to be performed on vehicles shall take place within the building.

- d. The existing fence along the south property line shall be repaired and/or replaced as needed to be in a condition of good repair.
- e. Paint booth exterior venting shall be located on the north side of the building due to the proximity of the City's water treatment facility to the south.
- f. The business shall meet all minimum requirements/regulations of the Mississippi Department of Environmental Quality (MDEQ) regarding automobile repair and painting.
- g. Existing business signage which does not comply with the Unified Development Ordinance to be removed. If a new freestanding sign is installed, it shall be installed within a 20' x 20' landscape and/or "green space" area.
- h. Existing asphalt paving in areas that will be accessible to the public and/or not screened from view shall be overlaid or replaced to meet the minimum Property Maintenance and Care section of the Unified Development Ordinance. Existing paved areas which are not needed to be hard surfaced may be converted to "green space" in lieu of repairing.
- i. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' along the north and east property lines in the front yard of the building (east of front building face). Trees to be a minimum of 6' in height at the time of planting.
- j. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall install one tree every 30' or decorative fencing along the north property line along the side and rear yard of the building (west of front building face). Trees to be a minimum of 6' in height at the time of planting. Decorative fencing 6' in height to be aluminum, iron, brick wall, or other decorative fencing as approved by the Director of Economic Development and Planning.
- k. Within 60 months of issuance of the Major Conditional Use Permit, the owner shall remove any pavement that encroaches onto the City right-of-way (except the driveway) and convert to "green space". Driveway shall be limited to 35' in width, exclusive of turning radius at the public street.
- l. The location shall meet all accessibility requirements for change of occupancy as stated in Section 3409 of the International Building Code. (See Exhibit E.)
- m. Noise levels shall meet the City's noise ordinance. (See Exhibit F.)

- n. The location shall meet all parking requirements as set forth in Article VII of the Unified Development Ordinance.

6. 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.

7. The Gautier Planning Commission recommended approval of this Conditional Use-Major Permit on August 6, 2015.

8. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Singing River Paint and Body, located at 3309 Gautier-Vancleave Road, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82435140.050.

July 18, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cindy Russell
City Clerk

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

CONDITIONAL USE-MAJOR HEARING APPLICATION

Hearing Number

GPC 15-09-CW

TYPE OF REQUEST:

Conditional Use – Major

✓

FEE:

\$250.00

Major Conditional Use – These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Chad Crosslin

Name of Business: Singing River Paint and Body

Address: 3309 Gautier-Vandevere Rd. Mailing Address (if different): _____

Email Address: singingriverpaint@att.net

Phone: 228-497-2327 Cell Phone: 228-217-0978

Reason for request, location and intended use of Property: full service collision repair
shop AUTOMOBILE REPAIR SHOP, MAJOR

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.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the 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: G. Crosslin

Date of Application: 6/16/15

Date Received 06-17-15 Verify as Complete 6/22/15

Fee Amount Received \$250.00

Initials of Employee Receiving Application JC

Parcel Information

PIDN: 82435140.050
GISP: 777.35-04-0011.00

Owner Information

Name: MERCHANTS & MARINE BANK Percent of Ownership: 100
Name2:
Mailing Address: 3118 PASCAGOULA ST Physical Address: 3309 GAUTIER VANCLEAVE RD GAUTIER
PASCAGOULA MS 39567

Land Information

Section, Township, Range: 35 7S 7W Acreage: .57
Street Name: GAUTIER VANCLEAVE RD

Value and Tax Information

Total Assessed Value: 26521 Total Appraised Value: 176800
Improvement Value: 75030 Land Value: 101770
Tax Amount: 3605 SQ. FT: 4488 Year Built: 1979

Legal Description

Description: COM NWC OLD 90 & GAUTIER- VANCLEAVE RD N 2 DEG E 552.8' TO POB W 200' N 2 DEG E 125' E 200' S 2 DEG W 125' TO POB DB 1672-440 (11 MAP777.35-04)

Deed Book / Page: 1672 / 440



MAJOR CONDITIONAL USE

Criteria for Approval Major Conditional Use

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

SEE ATTACHED

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

Yes- Automotive Major

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, (c) other uses. See attached parking plan, site plan, architectural rendering or other plans.

The remodeled building will be aesthetically appealing and follow all building guidelines. It will maintain the appropriate amount of parking spaces, as well as handicap access. See attached plans.

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

No. The proposed building remodel will be a significant turnaround from the current un-maintained structure.

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

No. All traffic will continue to flow as it is currently.

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?

Yes. Under the goals and objectives section of the Comprehensive 2030 Plan, "Goal No. 4: Promote economic development and a positive climate for businesses which will result in a well-rounded tax base and needed services for residents." The proposed collision repair facility will be a needed service for residents and keep them from having to travel out of the city for these services. Also, as stated in the plan, 46% of those surveyed would like to see quality architecture in Gautier. By remodeling the eyesore that is currently on the property, we will be in line with residents wants. As part of the the Gautier Growth Strategy, the Future Land Use map states for Town Center: various types of retail and service businesses.....with flowers and wide sidewalks; excellent

architectural design; unobtrusive signs. We plan on incorporating all of these important facets into the property. All plans attached show an appealing design and a beautiful storefront.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noise, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

No. All paint and sanding areas will be properly enclosed and filtered. Paint products are waterborne and eco-friendly and reduce emissions up to 90% and create less waste.

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. The proposed plans will follow all regulations, see attached building plans.

I, Herman Smith - M+M Bank, the fee simple owner of the following described property (give legal description):

3309 Gautier-Vandeventer Road
Gautier, MS 39553-5913

hereby petition to the City of Gautier to Grant a Conditional Use of Automobile Repair Shop, major in Gautier, MS and affirm that Chad & Faith Crosslin is hereby designated to act as agent on my behalf to accomplish the above.

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

M + M Bank
 (Owner's Signature)
By: Herman E. Smith, w.p.

The foregoing instrument was acknowledged before me this 12th day of June, 2015 by Herman E. Smith, who is personally known to me or has produced N/A as identification and who did take an oath.

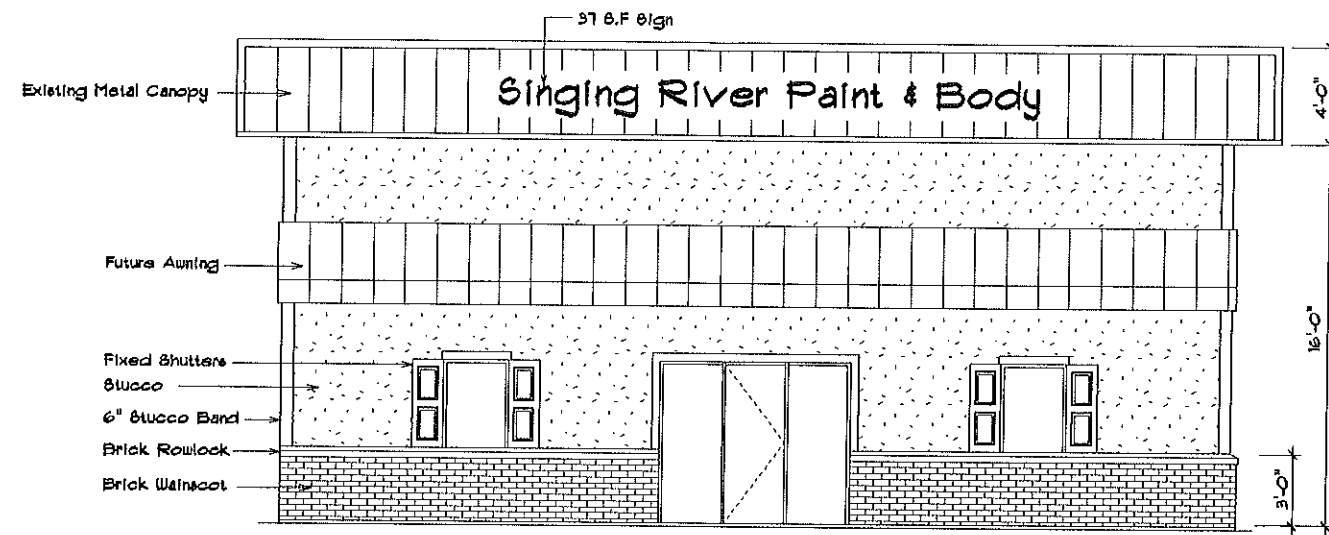
JACKIE E. SKELTON
 (Printed Name of Notary Public)

Jackie E. Skelton
 (Signature of Notary Public)

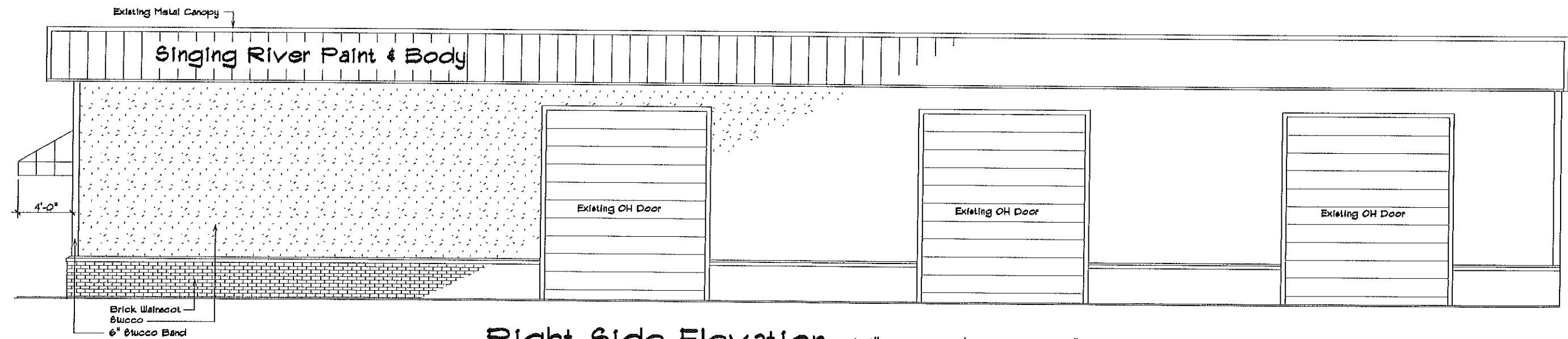
Commission # 70681. My commission expires 7-28-2015

(Notary's Seal)

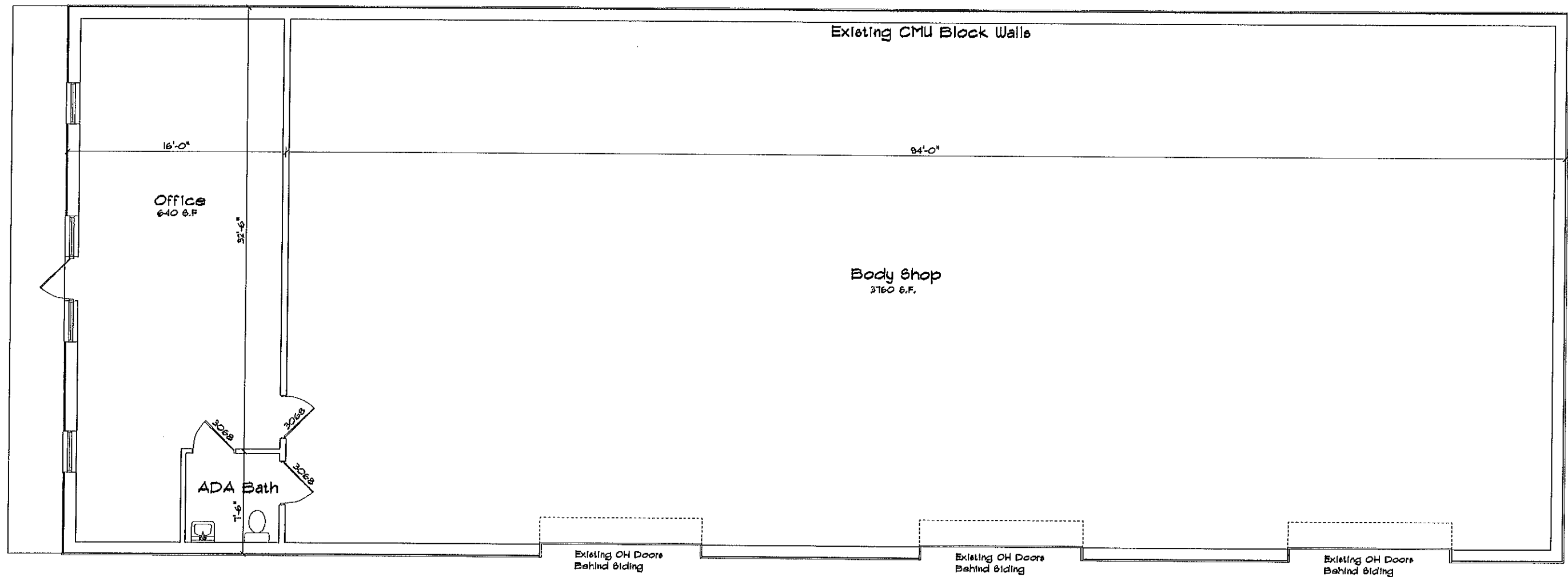




Front Elevation 1/4" = 1' = 0"

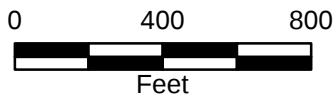


Right Side Elevation 1/4" = 1' = 0"



Location Map
3309 Gautier-Vancleave Road
Conditional Use

City Of Gautier
Economic Development/Planning

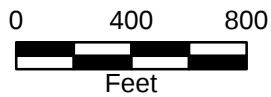


Prepared by the
City of Gautier
Planning Division



Existing Zoning Map

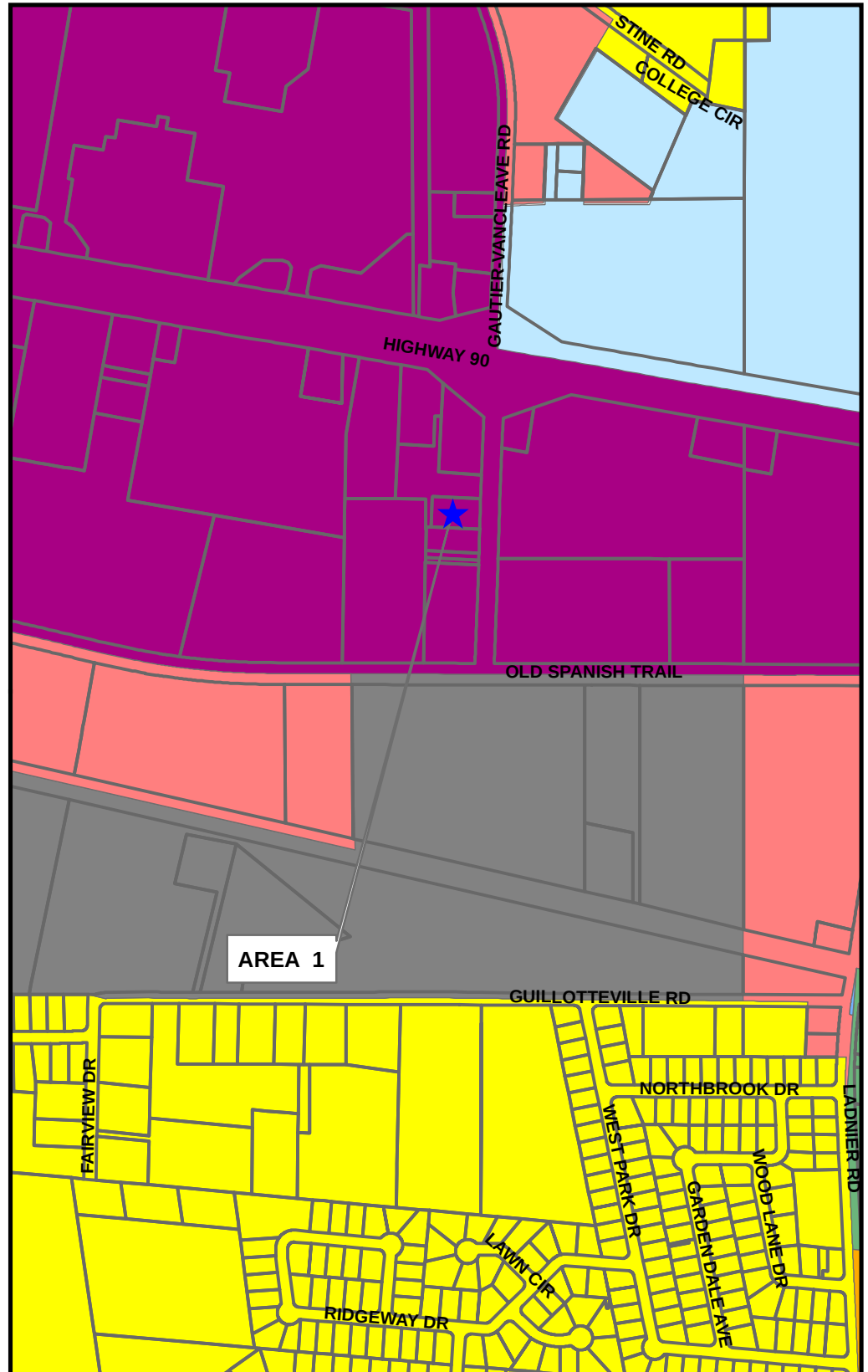
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

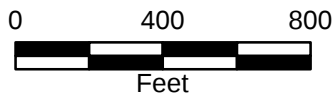
Legend

- AG Agricultural
- PL Public/Semi-Public
- PUD Planned Unit Development
- R-1 Low Density Residential
- R-2 Multi-Family Residential
- R-3 Mobile Home District
- MUM
- TC
- MURC-1
- MURC-2
- MURC-MW
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- C-3 Highway Commercial
- I-2 Industrial



Existing Land Use Map

City Of Gautier
Economic Development/Planning

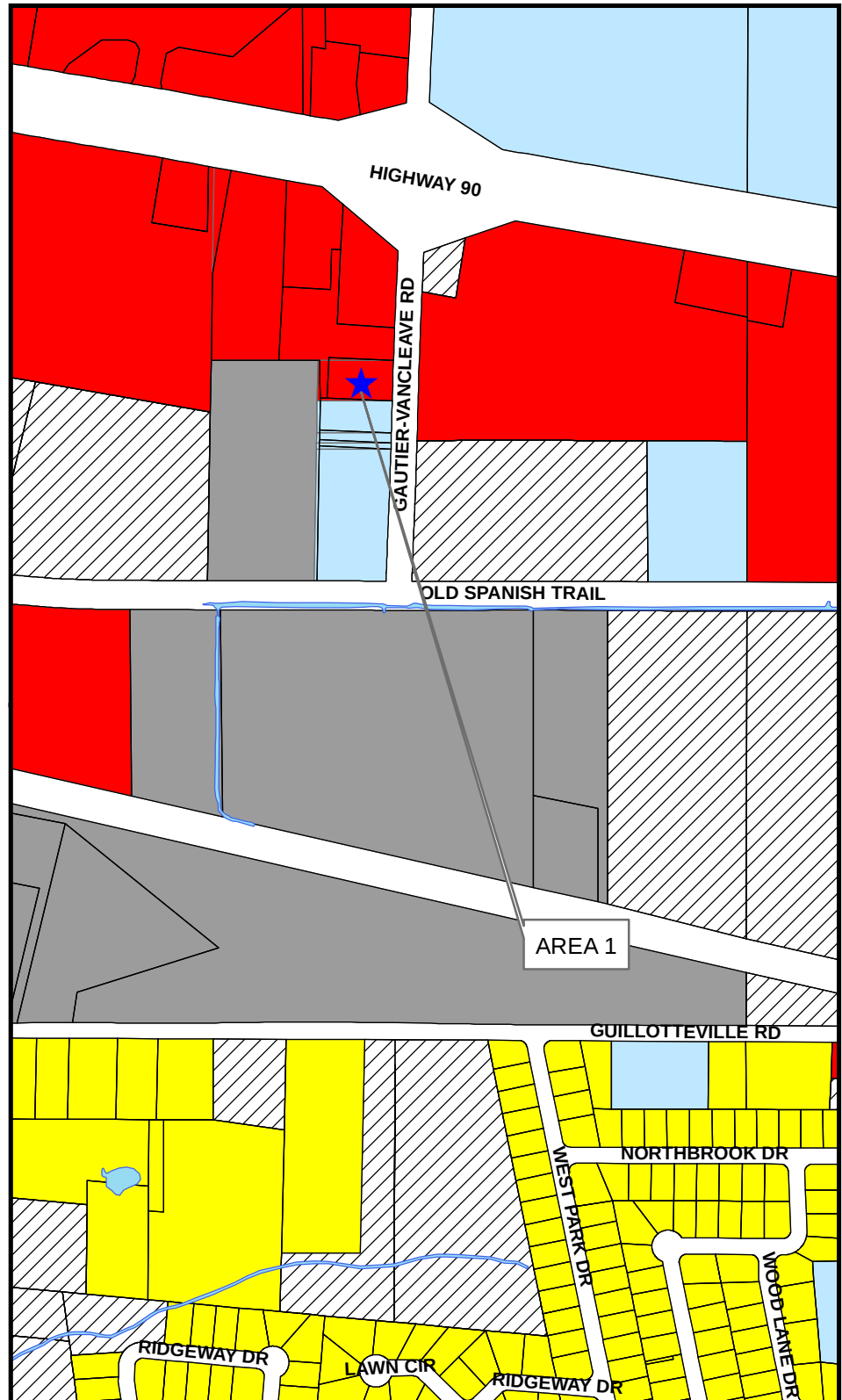


Prepared by the
City of Gautier
Planning Division

Legend

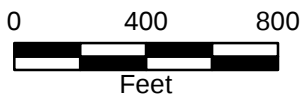
EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant



Future Land Use Map

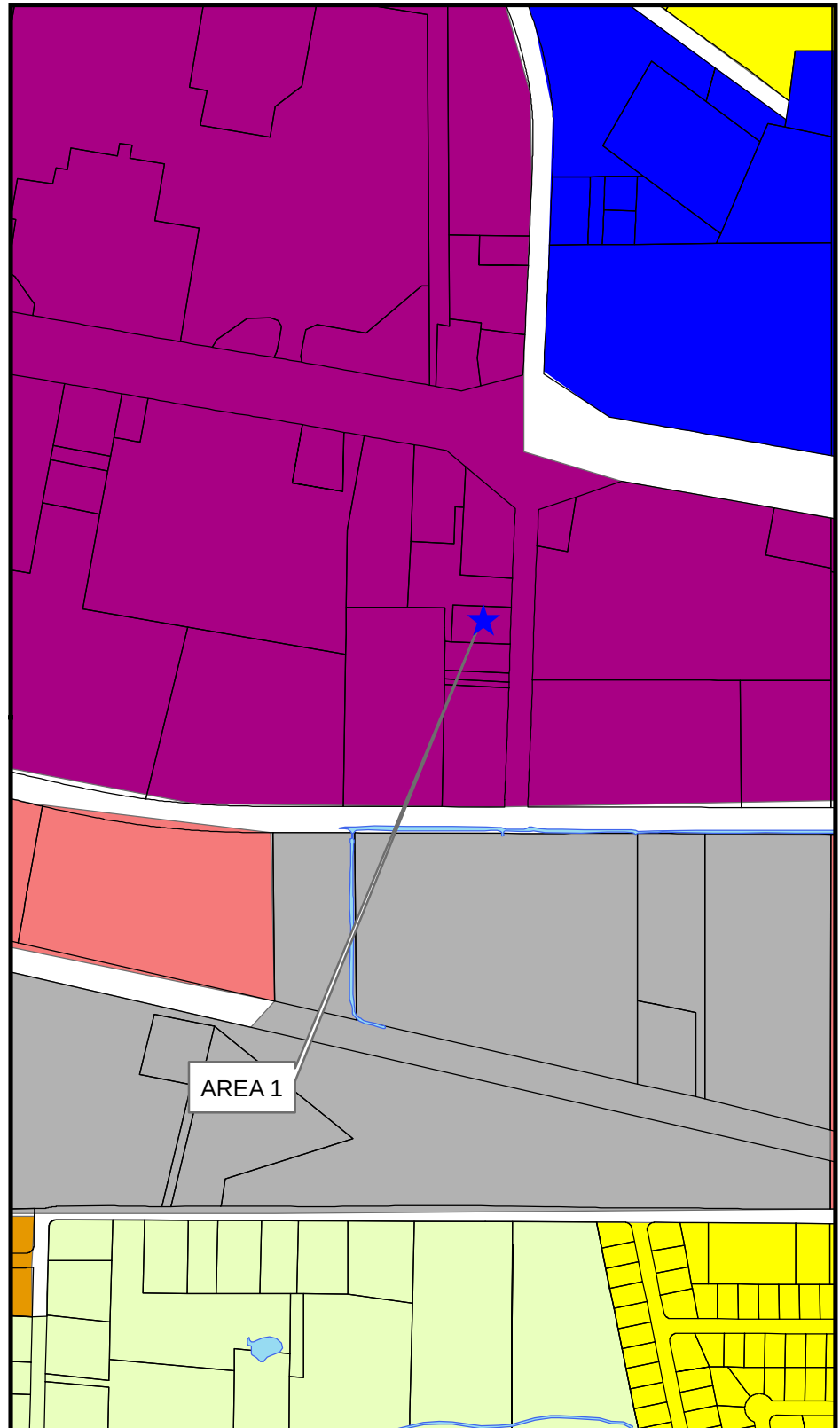
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

Legend

- Civic
- High Impact Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- Low Impact Commercial
- Recreational
- Recreational Commercial
- Regional Scale Commercial
- Mixed Use Residential
- Town Center
- Very Low Density Residential



40 inches (1016 mm) wide by 36 inches (914 mm) long, located not more than 8 inches (203 mm) below the door.

3404.5 Opening protectives. Doors and windows along the fire escape shall be protected with $\frac{3}{4}$ -hour opening protectives.

SECTION 3405 GLASS REPLACEMENT

3405.1 Conformance. The installation or replacement of glass shall be as required for new installations.

SECTION 3406 CHANGE OF OCCUPANCY

3406.1 Conformance. No change shall be made in the use or occupancy of any building that would place the building in a different division of the same group of occupancy or in a different group of occupancies, unless such building is made to comply with the requirements of this code for such division or group of occupancy. Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

3406.2 Certificate of occupancy. A certificate of occupancy shall be issued where it has been determined that the requirements for the new occupancy classification have been met.

3406.3 Stairways. Existing stairways in an existing structure shall not be required to comply with the requirements of a new stairway as outlined in Section 1009 where the existing space and construction will not allow a reduction in pitch or slope.

3406.4 Change of occupancy. When a change of occupancy results in a structure being reclassified to a higher occupancy category, the structure shall conform to the seismic requirements for a new structure.

Exceptions:

1. Specific seismic detailing requirements of this code or ASCE 7 for a new structure shall not be required to be met where it can be shown that the level of performance and seismic safety is equivalent to that of a new structure. Such analysis shall consider the regularity, overstrength, redundancy and ductility of the structure within the context of the existing and retrofit (if any) detailing provided.
2. When a change of use results in a structure being reclassified from Occupancy Category I or II to Occupancy Category III and the structure is located in a seismic map area where $S_{DS} < 0.33$, compliance with the seismic requirements of this code and ASCE 7 are not required.

SECTION 3407 HISTORIC BUILDINGS

3407.1 Historic buildings. The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard.

3407.2 Flood hazard areas. Within flood hazard areas established in accordance with Section 1612.3, where the work proposed constitutes substantial improvement as defined in Section 1612.2, the building shall be brought into conformance with Section 1612.

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

SECTION 3408 MOVED STRUCTURES

3408.1 Conformance. Structures moved into or within the jurisdiction shall comply with the provisions of this code for new structures.

SECTION 3409 ACCESSIBILITY FOR EXISTING BUILDINGS

3409.1 Scope. The provisions of Sections 3409.1 through 3409.9 apply to maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings.

Exception: Type B dwelling or sleeping units required by Section 1107 are not required to be provided in existing buildings and facilities.

3409.2 Maintenance of facilities. A building, facility or element that is constructed or altered to be accessible shall be maintained accessible during occupancy.

3409.3 Extent of application. An alteration of an existing element, space or area of a building or facility shall not impose a requirement for greater accessibility than that which would be required for new construction.

Alterations shall not reduce or have the effect of reducing accessibility of a building, portion of a building or facility.

3409.4 Change of occupancy. Existing buildings, or portions thereof, that undergo a change of group or occupancy shall have all of the following accessible features:

1. At least one accessible building entrance.

2. At least one accessible route from an accessible building entrance to primary function areas.
3. Signage complying with Section 1110.
4. Accessible parking, where parking is being provided.
5. At least one accessible passenger loading zone, when loading zones are provided.
6. At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Where it is technically infeasible to comply with the new construction standards for any of these requirements for a change of group or occupancy, the above items shall conform to the requirements to the maximum extent technically feasible. Change of group or occupancy that incorporates any alterations or additions shall comply with this section and Sections 3409.5, 3409.6, 3409.7 and 3409.8.

3409.5 Additions. Provisions for new construction shall apply to additions. An addition that affects the accessibility to, or contains an area of, a primary function shall comply with the requirements in Section 3409.7.

3409.6 Alterations. A building, facility or element that is altered shall comply with the applicable provisions in Chapter 11 and ICC A117.1, unless technically infeasible. Where compliance with this section is technically infeasible, the alteration shall provide access to the maximum extent technically feasible.

Exceptions:

1. The altered element or space is not required to be on an accessible route, unless required by Section 3409.7.
2. Accessible means of egress required by Chapter 10 are not required to be provided in existing buildings and facilities.
3. The alteration to Type A individually owned dwelling units within a Group R-2 occupancy shall meet the provision for a Type B dwelling unit and shall comply with the applicable provisions in Chapter 11 and ICC/ANSI A117.1.

3409.7 Alterations affecting an area containing a primary function. Where an alteration affects the accessibility to, or contains an area of primary function, the route to the primary function area shall be accessible. The accessible route to the primary function area shall include toilet facilities or drinking fountains serving the area of primary function.

Exceptions:

1. The costs of providing the accessible route are not required to exceed 20 percent of the costs of the alterations affecting the area of primary function.
2. This provision does not apply to alterations limited solely to windows, hardware, operating controls, electrical outlets and signs.
3. This provision does not apply to alterations limited solely to mechanical systems, electrical systems,

installation or alteration of fire protection systems and abatement of hazardous materials.

4. This provision does not apply to alterations undertaken for the primary purpose of increasing the accessibility of an existing building, facility or element.

3409.8 Scoping for alterations. The provisions of Sections 3409.8.1 through 3409.8.12 shall apply to alterations to existing buildings and facilities.

3409.8.1 Entrances. Accessible entrances shall be provided in accordance with Section 1105.

Exception: Where an alteration includes alterations to an entrance, and the building or facility has an accessible entrance, the altered entrance is not required to be accessible, unless required by Section 3409.7. Signs complying with Section 1110 shall be provided.

3409.8.2 Elevators. Altered elements of existing elevators shall comply with ASME A17.1 and ICC A117.1. Such elements shall also be altered in elevators programmed to respond to the same hall call control as the altered elevator.

3409.8.3 Platform lifts. Platform (wheelchair) lifts complying with ICC A117.1 and installed in accordance with ASME A18.1 shall be permitted as a component of an accessible route.

3409.8.4 Stairs and escalators in existing buildings. In alterations where an escalator or stair is added where none existed previously, an accessible route shall be provided in accordance with Sections 1104.4 and 1104.5.

3409.8.5 Ramps. Where steeper slopes than allowed by Section 1010.2 are necessitated by space limitations, the slope of ramps in or providing access to existing buildings or facilities shall comply with Table 3409.8.5.

**TABLE 3409.8.5
RAMPS**

SLOPE	MAXIMUM RISE
Steeper than 1:10 but not steeper than 1:8	3 inches
Steeper than 1:12 but not steeper than 1:10	6 inches

For SI: 1 inch = 25.4 mm.

3409.8.6 Performance areas. Where it is technically infeasible to alter performance areas to be on an accessible route, at least one of each type of performance area shall be made accessible.

3409.8.7 Dwelling or sleeping units. Where I-1, I-2, I-3, R-1, R-2 or R-4 dwelling or sleeping units are being altered or added, the requirements of Section 1107 for Accessible or Type A units and Section 907 for accessible alarms apply only to the quantity of spaces being altered or added.

3409.8.8 Jury boxes and witness stands. In alterations, accessible wheelchair spaces are not required to be located within the defined area of raised jury boxes or witness stands and shall be permitted to be located outside these spaces where the ramp or lift access restricts or projects into the means of egress.

3409.8.9 Toilet rooms. Where it is technically infeasible to alter existing toilet and bathing facilities to be accessible, an

EXHIBIT F

Sec. 15-5. - Loud music and sounds.

- (a) The operation and use of sound or loudspeaking machines or any equipment for magnifying, amplifying or projecting music, sound or noise on the streets of the city is hereby prohibited.
- (b) It shall be unlawful for any person to use or allow to be used from their place of business, residence or any other location, equipment for magnifying or amplifying and/or enlarging music, sound or noise in an unreasonably loud and large volume, disturbing the public generally and/or citizens and residents in close proximity to such place or places.
- (c) Religious, political, civic or public gatherings, speakings and meetings are specifically excluded from the effect of this section; provided, however, that such meeting or gathering be first approved by the chief of police and a formal written permit be issued by the planning director. Provided further, that any such permit so issued may, by the chief of police or planning director, be recalled and/or revoked at will if in the opinion of the chief of police or planning director the use of such equipment is objectionable or should for any reason not be allowed.

(Ord. No. 97, §§ 1—3, 12-3-96)

Editor's note—

Ord. No. 97, adopted Dec. 3, 1996, did not specifically amend the Code; hence, inclusion of §§ 1—3 of such ordinance as § 15-5 was at the discretion of the editor.

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

RESOLUTION NUMBER 026-2015

A Resolution Declaring That A Necessity Exists For The Alteration of a 35” (in diameter) and a 30” (in diameter) Protected Live Oak Tree at 1809 Seacliffe Drive, Gautier Mississippi

WHEREAS, Section 11.4.5 of the Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal or alteration of protected trees; and

WHEREAS, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Section 11.4.5 of the Unified Development Ordinance to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

WHEREAS, Matthew Hoggatt, owner-occupants of said single-family residential property, must trim a 35” (in diameter) and a 30” (in diameter) Live Oak in the front yard of the property due to proximity of limbs to roof and driveway; and

WHEREAS, in accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gautier, Mississippi, that:

Section 1. Finding of Necessity. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the ~~removal~~ alteration of ~~a two (2)~~ protected trees at 1809 Seacliffe Drive, Gautier, MS 39553, which is a residential property.

Section 2. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

DULY ADOPTED this **18th** day of **August**, by the City Council of Gautier, Mississippi.

ATTEST:

City Clerk
Cynthia Russell

Mayor Gordon Gollott

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Scott Ankerson, Building Official
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: August 11, 2015
Subject: Request to Trim a 35" (in diameter) and a 30" (in diameter) Live Oak Protected Tree at 1809 Seacliffe Drive, Gautier

REQUEST:

Mr. Matthew Hoggatt requests approval to alter (trim) a 35" (in diameter) and a 30" (in diameter) protected Live Oak ~~from~~ in the front yard of 1809 Seacliffe Drive.

DISCUSSION:

The applicant, Matthew Hoggatt, is requesting to significantly trim two protected trees at 1809 Seacliffe Drive, Gautier, MS 39553. The applicant is concerned with limbs hanging over his house and driveway. The applicant stated he hired a tree trimming company to trim the trees and was unaware that a permit was needed. Some of the trimming has already been done.

To determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Unified Development Ordinance, Article XI to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory

In accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

The City Council has the responsibility to determine the appropriateness of finding a necessity for the removal or alteration of a protected tree.

RECOMMENDATIONS:

The City Council may:

1. Approve the protected tree trimming request; or
2. Deny the request.

ATTACHMENTS:

1. Resolution Finding of Necessity
2. Photos

RESOLUTION _____

A Resolution Declaring That A Necessity Exists For The Alteration of a 35" (in diameter) and a 30" (in diameter) Protected Live Oak Tree at 1809 Seacliffe Drive, Gautier Mississippi

WHEREAS, Section 11.4.5 of the Unified Development Ordinance requires the City Council adopt a resolution finding a necessity for the removal or alteration of protected trees; and

WHEREAS, to determine whether a request warrants a finding of necessity, the Council shall consider the Comprehensive Plan, the intent of Section 11.4.5 of the Unified Development Ordinance to preserve protected trees, whether the continued preservation of the tree(s) places a significant hardship on the property owner, the continuation of the tree(s) threatens public safety and welfare, and whether all other options for preservation and/or relocation have been explored and found unsatisfactory; and

WHEREAS, Matthew Hoggatt, owner-occupants of said single-family residential property, must trim a 35" (in diameter) and a 30" (in diameter) Live Oak in the front yard of the property due to proximity of limbs to roof and driveway; and

WHEREAS, in accordance with Section 11.4.5 of the Unified Development Ordinance, owner-occupants of single-family residential homes are not required to prepare and implement a tree mitigation and preservation plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gautier, Mississippi, that:

Section 1. Finding of Necessity. For the aforesaid reason, this Council hereby finds, determines and declares that a necessity exists with respect to the removal of a protected tree at 1809 Seacliffe Drive, Gautier, MS 39553, which is a residential property.

Section 2. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

DULY ADOPTED this _____ day of _____, by the City Council of Gautier, Mississippi.

ATTEST:

City Clerk
Cynthia Russell

**1809 SEACLIFFE DRIVE
PROPOSED TREE ALTERATION
PHOTOS**



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

ORDER NUMBER 154-2015

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

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	152467	08/18/2015	07/31/2015			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEPT 2015 NETWORK SERVICES		2461	07/14/2015			2,280.00
001	IBM CORPORATION	152468	08/18/2015	07/31/2015			816.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-730	AS400 PMT SEPT 2015		Q4827GE	08/01/2015			816.40
001	DELTA COMPUTER SYSTEMS INC	152469	08/18/2015	07/31/2015			370.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN111085	07/15/2015			260.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN111085	07/15/2015			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN111086	07/15/2015			90.00
001	G&K SERVICES INC	152471	08/18/2015	08/03/2015			172.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		1033622752	07/06/2015			57.36
	001-205-535	MAINTENANCE		1033624976	07/13/2015			57.36
	001-205-535	MAINTENANCE		1033627164	07/20/2015			57.36
001	SBM REPORTING LLC	152472	08/18/2015	08/03/2015			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	7/02/15 PLANNING MTG		MB583	07/31/2015			175.00
001	BELL AUTO PARTS, INC.	152475	08/18/2015	08/03/2015			748.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	GASKET: COVER(2), INTAKE, HEAD		40917	07/09/2015			70.52
	001-170-639	INTAKE GASKET SET		40918	07/09/2015			79.80
	001-100-570	REAR BRAKE ROTORS(2) & PADS		40929	07/20/2015			97.75
	001-100-570	REAR BRAKE PADS		40931	07/20/2015			27.75
	001-100-570	REAR BRAKE ROTORS(2) & PADS		40930	07/20/2015			97.75
	001-170-639	EXMARK THROTTLE CABLE		40932	07/21/2015			39.50
	001-170-639	EXMARK DECK WHEEL KIT(4)		40945	07/21/2015			99.80
	001-100-570	FRONT STRUT		40948	07/21/2015			93.00
	001-100-570	FRONT STRUT INSTALL KIT(2)		40949	07/22/2015			50.00
	001-100-570	FRONT STRUT		40952	07/22/2015			93.00
001	STEINER SAW & MOWER	152476	08/18/2015	08/03/2015			469.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	PARTS: POLE SAW & WEEDEATER		741763	06/26/2015			88.50
	001-170-639	HEDGE TRIMMER CARB		741786	07/09/2015			40.00
	001-170-639	AIR FILTER COVER, HEADS(2)		741798	07/10/2015			64.90
	001-170-639	THROTTLE CABLE(2)		741808	07/14/2015			60.00
	001-170-639	PTO SPRINGS(2)		741809	07/14/2015			70.00
	001-170-639	HEAD GASKETS(2), CARB KIT		741845	07/29/2015			70.00
	001-170-639	SPRINGS(2)		402777	07/30/2015			76.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	152477	08/18/2015	08/04/2015			1,629.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	S PLUG,PULLER,BATT CABLES(2)	1978382600	06/29/2015			36.15	
	001-100-570	FILTER,ANTIFREZ(2),BLADES(2)	1978382623	06/29/2015			35.64	
	001-100-570	BALL JOINT: #14977	1978382630	06/29/2015			55.35	
	001-100-570	BALL JOINT: #14977	1978382629	06/29/2015			55.35	
	001-161-638	FAN ASSEMBLY	1978382810	06/30/2015			62.07	
	001-161-638	BULBS(4), FREIGHT: E-1	1978383045	07/02/2015			21.24	
	001-100-570	WHL NUT(4), EXTRACTOR: #10652	1978383466	07/06/2015			36.71	
	001-100-570	CERAMIC PAD: #10652	1978383496	07/06/2015			41.57	
	001-161-638	COMPRESSOR: E-4	1978383609	07/07/2015			644.99	
	001-170-638	5GAL TRACTOR FLD, LUB	1978384344	07/13/2015			39.68	
	001-161-638	WIPER BLADES(2): E-4	1978384349	07/13/2015			27.98	
	001-100-570	BATTERY: #12799	1978384582	07/15/2015			89.28	
	001-100-570	DECAL REMOVRS(2)	1978384583	07/15/2015			29.98	
	001-170-639	1GAL: MOTOR OIL & ANTIFREZ(2)	1978384682	07/15/2015			41.97	
	001-170-639	RADIATOR CAP	1978384765	07/16/2015			7.87	
	001-170-639	SCRATCH-FIX, ROCKER SWITCH	1978384818	07/16/2015			20.28	
	001-170-525	DIESEL EXH FLUID(2)	1978384993	07/17/2015			29.98	
	001-100-570	COPPER PLUG(16): #11672	1978385249	07/20/2015			75.04	
	001-100-570	BLOWER MOTOR	1978385514	07/22/2015			77.69	
	001-161-638	FILTER DRIER: E-4	1978385590	07/22/2015			20.57	
	001-100-570	OIL FILTER: #14435	1978386152	07/27/2015			11.07	
	001-100-570	BATTERY: #34	1978386218	07/27/2015			99.99	
	001-100-570	WET BATTERY	1978386222	07/27/2015			99.99	
	001-100-570	BODY FASTENER(2)	1978386295	07/28/2015			4.98	
	001-100-570	RTN CREDIT: BATTERY	1978384634	07/15/2015			-36.23	
001	TEC	152480	08/18/2015	08/04/2015			70.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	828748	08/04/2015			70.97	
001	AUTO TRUCK AND TRAILER PARTS INC	152481	08/18/2015	08/04/2015			233.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	SENSOR: E-1	251644	07/09/2015			67.69	
	001-161-638	THREADLOCKER,GREASE,FILTER	251887	07/19/2015			31.68	
	001-100-570	FILTERS(24): POLICE UNITS	251899	07/20/2015			46.80	
	001-161-638	FILTER: E-2	252101	07/27/2015			24.00	
	001-161-638	FUEL FILTER: E-3	252131	07/28/2015			27.89	
	001-161-638	FITTINGS(5): E-4	252193	07/30/2015			25.95	
	001-161-638	FITTINGS(3): E-4	252196	07/30/2015			9.30	
001	LOWE'S HOME CENTER'S, INC.	152486	08/18/2015	08/04/2015			310.77	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	BLACK & GOLD NUMBERS(10)	901088	05/28/2015			18.80	
	001-170-638	TRL WRENCH,RATCHET,INTRLCK	901129	06/30/2015			52.07	
	001-161-559	ANT KILLER,BATTERIES,VAC BAG	909017	07/02/2015			13.15	
	001-170-559	DRAIN VLV,JOINT COMP,PLIERS	903779	07/07/2015			23.80	
	001-201-559	NUMBERS(10): LIGHT POLES	901337	07/08/2015			18.80	
	001-205-559	SCREWS(3), FLAT WASHER	902496	07/09/2015			4.72	

Docket of Claims
Release date from 08/18/2015 thru 08/18/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	152486	08/18/2015	08/04/2015			310.77	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	32CT NIAGARA WATER(10)		902505	07/09/2015		33.20	
	001-205-559	2PK POWER TOOL BATTERY		903992	07/14/2015		94.05	
	001-205-559	2PK TIME DELAY FUSE		902676	07/15/2015		7.96	
	001-170-559	PADLOCK KEY(6), RINGS, CLIP		909537	07/22/2015		15.92	
	001-205-560	1PT ACCENT FLOWERS(10)		920479	07/23/2015		28.30	
001	PASCAGOULA TIRE & SERVICE	152488	08/18/2015	08/06/2015			485.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET FS FIREHAWK GTZ: U#56		64821	07/22/2015		485.52	
001	SYSCON INC	152489	08/18/2015	08/06/2015			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	AUG 2015 COURT SUPPORT		1-30973	08/03/2015		1,475.00	
001	CABLE ONE	152490	08/18/2015	08/07/2015			108.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2015: #107571481		08012015	07/25/2015		108.51	
001	MALLETTE BROTHERS CONSTRUCTION, INC	152492	08/18/2015	08/10/2015			1,202.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4.01 TN ASPHALT		18349	08/05/2015		300.75	
	001-201-576	23.67 TN SACTUN A-BASE		18349	08/05/2015		710.10	
	001-201-576	3.52 TN LIMESTON		18349	08/05/2015		105.60	
	001-201-576	1.56 TN GABION LIMESTONE		18349	08/05/2015		85.80	
001	DELTA SANITATION OF MS, LLC	152493	08/18/2015	08/10/2015			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		632124	07/31/2015		35.00	
001	ADVANCE AUTO PARTS	152495	08/18/2015	08/10/2015			133.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CYLINDER, AC FLUSH/CLEAN		5304	07/28/2015		95.98	
	001-161-638	AC FLUSH/CLEAN		5305	07/28/2015		15.99	
	001-161-638	AC OIL W/UV DYE		2988	07/28/2015		21.49	
001	AIRGAS USA, LLC	152496	08/18/2015	08/10/2015			193.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9929532279	07/31/2015		193.01	
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	152497	08/18/2015	08/10/2015			370.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	HEALTH CHECK & SHOTS: JUSTICE		196928	08/04/2015		370.50	
001	FOSTER'S AIR CONDITIONING & HEATING INC	152498	08/18/2015	08/10/2015			242.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	REPL BLOWER MOTOR		W965192	07/17/2015		242.50	
001	FEDERAL EXPRESS	152499	08/18/2015	08/10/2015			64.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-607	OVERNIGHT GRANT PACKAGES		5-11736023	08/05/2015		64.59	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNBELT FIRE INC	152516	08/18/2015	08/12/2015			1,238.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	RE-CERTIFY PUMPER BAL DUE		107043	07/02/2015			1,238.00
001	JACKSON COUNTY ECONOMIC DEVELOPMENT	152519	08/18/2015	08/12/2015			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-643	ANNUAL PLEDGE 2015		311	08/01/2015			2,000.00
001	BORDIS & DANOS PLLC	152520	08/18/2015	08/12/2015			8,379.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-602	LITIGATION SERVICES		4	07/30/2015			462.50
	001-060-602	AUG 2015 RETAINER		5	08/05/2015			7,916.67
001	MS DEPT OF FINANCE & ADMIN	152521	08/18/2015	08/12/2015			31,417.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2015 COURT ASSESSMENT		07312015	08/06/2015			31,417.00
001	MS DEPT OF PUBLIC SAFETY	152522	08/18/2015	08/12/2015			256.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2015 SPECIAL ASSESSMENTS		07312015	08/06/2015			256.00
001	DAVID MCVEAY	152523	08/18/2015	08/12/2015			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	JUDGE PRO-TEM 07/27/15		2 HRS	08/03/2015			180.00
001	DANCEL MULTIMEDIA	152524	08/18/2015	08/12/2015			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2015 WEBSITE HOSTING		967	07/05/2015			250.00
	001-092-698	AUG 2015 WEBSITE HOSTING		983	08/03/2015			250.00
001	THE SUN HERALD	152530	08/18/2015	08/12/2015			254.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	ANNUAL SUBSCRIPTION 2003375		08212015	07/31/2015			254.80
001	FUELMAN OF MS	152531	08/18/2015	08/12/2015			2,811.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP45030503	08/03/2015			72.71
	001-100-525	UNL FUEL		NP45030503	08/03/2015			2,226.05
	001-161-525	UNL & DSL FUEL		NP45030503	08/03/2015			295.29
	001-170-525	UNL & DSL FUEL		NP45030503	08/03/2015			141.47
	001-205-525	UNL FUEL		NP45030503	08/03/2015			76.04
001	FUELMAN OF MS	152532	08/18/2015	08/12/2015			2,733.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP45095594	08/10/2015			39.65
	001-100-525	UNL FUEL		NP45095594	08/10/2015			2,104.80
	001-161-525	UNL & DSL FUEL		NP45095594	08/10/2015			291.73
	001-170-525	UNL & DSL FUEL		NP45095594	08/10/2015			208.05
	001-205-525	UNL & DSL FUEL		NP45095594	08/10/2015			89.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	152534	08/18/2015	08/12/2015			1,037.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONES	0030759348	07/31/2015			124.30	
	001-022-605	HR CELL PHONES	0030759348	07/31/2015			62.15	
	001-040-605	ADMIN CELL PHONES	0030759348	07/31/2015			164.30	
	001-090-605	ECON DEV CELL PHONES	0030759348	07/31/2015			372.90	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	07/31/2015			192.45	
	001-170-605	RECREATION CELL PHONES	0030759348	07/31/2015			94.05	
	001-205-605	MAINT CELL PHONES	0030759348	07/31/2015			27.03	
001	CREDIT CARD CENTER	152536	08/18/2015	08/12/2015			232.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	DASHPORT CHARGER: THAMES	2431347	07/16/2015			29.99	
	001-170-559	CHARGESYNC CABLE: THAMES	2319215	07/16/2015			59.98	
	001-161-596	FUNERAL ARRANGEMENT (DONATED)	2010037	07/22/2015			85.60	
	001-045-500	4 PK POCKET EXP FILE	7949417	07/27/2015			56.54	
001	ALABAMA MEDIA GROUP	152544	08/18/2015	08/12/2015			145.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID AD: CITY PARK SPLASH PAD	007360296	07/22/2015	151165		94.60	
	001-090-615	CU NOTICE:FAITH WORSHIP	007363384	07/19/2015	151155		18.72	
	001-090-615	CU NOTICE:SR PAINT & BODY	0007363409	07/19/2015	151155		18.84	
	001-090-615	HEARING NOTICE:AMEND UDO	0007363254	07/19/2015	151155		13.80	
001	GALLS, LLC	152545	08/18/2015	08/12/2015			716.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SAM BROWNE BELT LP1	BC0172125	07/21/2015	151146		39.99	
	001-100-559	SAM BROWNE BELT LP1	BC0172125	07/21/2015	151146		39.99	
	001-100-559	DUTY HOLSTER LEVEL 111 (4)	BC0172125	07/21/2015	151146		519.96	
	001-100-559	SINGLE BELT KEEPER LP333 (12)	BC0172125	07/21/2015	151146		116.28	
001	CAN'T MISS EMBROIDERY/CITY SPORTS CTR.	152546	08/18/2015	08/12/2015			142.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	POLO W/LOGO-TITLE (5): GORE	16550	08/03/2015	151141		142.50	
001	TEAM ONE COMMUNICATIONS, INC	152547	08/18/2015	08/12/2015			503.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	NTN9858C RADIO BATTERY (5)	9020007992	07/29/2015	151179		395.00	
	001-100-639	8505241U06 ANTENNA WHIP (5)	9020007992	07/29/2015	151179		108.50	
001	REYNOLDS WHOLESALE CO.	152548	08/18/2015	08/12/2015			22.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS 6GAL VB BLEACH (2)	47321	08/07/2015	151249		19.90	
	001-092-510	TRIGGER SPRAY BOTTLE (2)	47321	08/07/2015	151249		2.98	
001	MID SOUTH UNIFORM & SUPPLY, INC.	152549	08/18/2015	08/12/2015			448.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANT W/BLUE (6)	534117	07/30/2015	151139		249.00	
	001-100-535	MERIDIAN JACKET 2XL: HUNTER	534117	07/30/2015	151139		132.36	
	001-100-535	NAVY BRAID (6)	534117	07/30/2015	151139		25.50	

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001	MID SOUTH UNIFORM & SUPPLY, INC.	152549	08/18/2015	08/12/2015			448.97	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	LT BLUE BRAID (6)		534117	07/30/2015	151139		25.50
	001-100-535	SEW ON PATCHES (2)		534117	07/30/2015	151139		1.34
	001-100-535	MER ID PANELS		534117	07/30/2015	151139		15.27
001	MS FIRE ACADEMY	152550	08/18/2015	08/12/2015			3,855.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	SAFETY OFFICER 1521:COCHRAN		23409	08/06/2015	150603		360.00
	001-161-681	FF 1001-1-11: HOCANSON, N		23205	06/22/2015	150570		1,165.00
	001-161-681	FF 1001-1-11: SHERMAN, J		23205	06/22/2015			1,165.00
	001-161-681	FF 1001-1-11: JAY, D		23205	06/22/2015			1,165.00
001	GULF COAST BUSINESS SUPPLY CO.	152552	08/18/2015	08/12/2015			185.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-559	BOX LEGAL GREEN FOLDERS (2)		110777	08/07/2015	151236		89.78
	001-201-559	BOX 2 PART FEED PAPER (2)		110778	08/07/2015	151237		95.80
001	CITY LOCK SHOP	152554	08/18/2015	08/12/2015			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	REKEY LOCK(5): POLICE DOOR		5141	07/21/2015	151178		100.00
001	CUSTOM PRODUCTS CORPORATION	152555	08/18/2015	08/12/2015			1,461.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	30 X 30 DEAD END SIGN (5)		265032	08/04/2015	151191		157.70
	001-201-576	30 X 30 STOP SIGN (10)		265032	08/04/2015	151191		310.40
	001-201-576	18 X 24 SLOW CHILDREN (10)		265032	08/04/2015	151191		156.30
	001-201-576	36 X 36 YIELD SIGN (3)		265032	08/04/2015	151191		66.81
	001-201-576	STREET SIGNS (16)		265032	08/04/2015	151191		466.56
	001-201-576	30 X 30 CURVE LEFT SIGN (2)		265032	08/04/2015	151191		63.08
	001-201-576	30 X 30 CURVE RIGHT SIGN (2)		265032	08/04/2015	151191		63.08
	001-201-576	18 X 24 SPEED LIMIT 20 (6)		265032	08/04/2015	151191		93.78
	001-201-576	FREIGHT		265032	08/04/2015	151191		83.29
001	GULF COAST ARMY NAVY STORE	152556	08/18/2015	08/12/2015			440.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BDU TACTICAL PANT(3):BLEVINS		604861	07/30/2015	151210		146.85
	001-100-559	BDU TACTICAL PANT(3):HUNTER		604861	07/30/2015			146.85
	001-100-559	BDU TACTICAL PANT(3):HOLTER		604861	07/30/2015			146.85
001	OFFICE DEPOT, 1104	152559	08/18/2015	08/12/2015			47.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	DUSTER 10-OZ CAN		7834745561	07/28/2015	151186		4.49
	001-021-559	BOX CLASP ENVELOPES 9X12		7834745561	07/28/2015	151186		6.97
	001-021-559	100CT BOX CLASP ENVELOPES		7834745561	07/28/2015	151186		8.40
	001-021-559	2PK USB DRIVER (2)		7834745561	07/28/2015	151186		24.16
	001-021-559	50PK CD/DVD SLEEVES		7834745561	07/28/2015	151186		3.07
001	GREGG'S AFFORDABLE AUTO GLASS	152561	08/18/2015	08/12/2015			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPL WINDSHIELD: PATHFINDER		33645	07/29/2015	151199		175.00

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001	PASCAGOULA TIRE & SERVICE	152562	08/18/2015	08/12/2015			362.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	DISPOSAL FEE 75078		64736	07/15/2015	151128		12.00
	001-170-638	SET HERCULES POWER:REC TRLR		64736	07/15/2015	151128		350.08
001	POWELL CONSTRUCTION SERVICE'S INC	152563	08/18/2015	08/12/2015			26,348.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	REPL POLE:HWY 90-LADNIER		0870	07/27/2015	150658		13,174.00
	001-201-751	REPL POLE:HWY 90-ANIMAL CLINIC		08012015	07/27/2015	150755		13,174.00
001	SECURE NETWORKS LLC	152564	08/18/2015	08/12/2015			11,123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	DELL OPTIPLEX 3020 (10)		2487	08/05/2015	151170		8,350.00
	001-100-799	MS HOME/BUSINESS 2013 (10)		2487	08/05/2015	151170		2,500.00
	001-100-799	COMPUTER PRIVACY FILTER (2)		2487	08/05/2015	151170		238.00
	001-100-799	SHIPPING CHARGES		2487	08/05/2015	151170		35.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	152565	08/18/2015	08/12/2015			560.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-045-500	32GB USB FLASH DRIVE		3272388609	07/23/2015	151184		14.99
	001-045-500	CD-R 80MIN 100PK SPINDLE		3272388609	07/23/2015	151184		20.69
	001-045-500	BX/10 LEGAL EXPAND FOLDER		3272388609	07/23/2015	151184		21.25
	001-045-500	36PK AA BATTERIES		3272388609	07/23/2015	151184		27.26
	001-045-500	DAB N SEAL 4PK		3272388609	07/23/2015	151184		5.97
	001-045-500	12PK YELLOW HIGHLIGHTERS		3272388609	07/23/2015	151184		3.79
	001-100-500	EPSON BLACK INK T126XL		3272388609	07/23/2015	151184		16.44
	001-021-559	BIC Z4 PENS ITEM # 651791		3272388608	07/23/2015	151185		13.24
	001-021-559	AVERY DIVIDER TABS (10)		3272388608	07/23/2015	151185		25.10
	001-021-559	1" GREEN BINDER (3)		3272388608	07/23/2015	151185		21.27
	001-021-559	HP 950 ITEM #108230		3272388608	07/23/2015	151185		93.99
	001-090-500	STAPLE REMOVER		3272906305	07/29/2015	151197		.69
	001-090-500	CLEAR INKJET LABELS (2)		3272906305	07/29/2015	151197		38.92
	001-090-500	CHAIR MAT (3)		3272906306	07/29/2015	151197		118.92
	001-090-500	CS COPY PAPER (2)		3272906306	07/29/2015	151197		79.20
	001-090-500	6PK CORRECTION TAPE		3272906306	07/29/2015	151197		3.94
	001-090-500	STAPLE REMOVER		3272906306	07/29/2015	151197		.69
	001-090-500	200PK CLEAR LABELS		3272906306	07/29/2015	151197		5.49
	001-090-500	2PK STANDARD STAPLES (3)		3272906306	07/29/2015	151197		8.37
	001-090-500	HEAVY DUTY TAPE ROLL		3272906306	07/29/2015	151197		4.49
	001-090-500	BX 100 CLASP ENVELOPE 9X12		3272906306	07/29/2015	151197		6.23
	001-090-500	3IN HEAVY DUTY BINDER (3)		3272906307	07/29/2015	151197		29.97
001	CUPIT SIGNS INC	152568	08/18/2015	08/12/2015			639.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	LETTER-STRIPE PKG: R39		11687	08/10/2015	150948		525.94
	001-100-559	16X11" METAL SIGN BADGE (2)		11686	08/10/2015	150823		85.98
	001-100-559	12" DECAL BADGE (2)		11686	08/10/2015	150823		28.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PARTITIONS OF GULFPORT COPR	152570	08/18/2015	08/12/2015			326.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	8"X6" INT ROOM SIGNS (5)		5686	07/31/2015	151145		326.00
001	MITCHELL SIGNS INC	152572	08/18/2015	08/12/2015			6,175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	RELOCATE ELEC LED DISPLAY		5158	07/29/2015	150745		6,175.00
001	SPORTABOUT	152573	08/18/2015	08/12/2015			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	FOOTBALL TSHIRT W/LOGO (100)		2978	07/27/2015	151181		420.00
001	AT BATTERY COMPANY, INC	152574	08/18/2015	08/12/2015			73.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FLASHLIGHT BATTERY (2)		1188347	07/27/2015	151190		38.80
	001-161-639	SURGE PROTECTOR BATTERY		1188347	07/27/2015	151190		20.99
	001-161-639	SHIPPING		1188347	07/27/2015	151190		13.90
001	RAMCO ENGINEERING, INC	152575	08/18/2015	08/12/2015			1,586.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	MIRROR ASSEMBLY (2)		0124969-IN	08/07/2015	151189		1,430.64
	001-161-638	MIRROR SWITCH (2)		0124969-IN	08/07/2015	151189		77.62
	001-161-638	SHIPPING		0124969-IN	08/07/2015	151189		78.63
001	HOWARD INDUSTRIES, INC	152576	08/18/2015	08/12/2015			175.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	POWER ADAPTER KIT: K9 U#148		1500730346	07/27/2015	151188		175.99
001	SUNBELT RENTALS	152577	08/18/2015	08/12/2015			155.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	RENT TRENCHER:SIGN RELOCATE		54150347-1	08/04/2015	151217		155.25
FUND TOTAL	1 Claims	to	Checks	58 Total	118,817.00	Manual	Held	Total 118,817.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
029	GOODWYN, MILLS & CAWOOD INC Account Number 029-201-750	152527	08/18/2015	08/12/2015			2,479.25	
					Invoice #	Date	P.O.	
					C MOB1300204	07/29/2015		2,479.25
FUND TOTAL	29 Claims	to	Checks	1 Total	2,479.25	Manual	Held	Total 2,479.25

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	LOWE'S HOME CENTER'S, INC.	152484	08/18/2015	08/04/2015			236.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	16-OZ CYCLE OIL(2)		914061	07/07/2015			13.80
	166-201-559	32CT NIAGARA WATER(60)		918168	07/08/2015			199.20
	166-201-559	TRASH BAGS: 90CT & 42CT		909328	07/21/2015			23.71
166	STAPLES BUSINESS ADVANTAGE DEPT ATL	152566	08/18/2015	08/12/2015			37.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	2PK LEATHERETTE FRAME (5)		3272388607	07/23/2015	151183		37.45
FUND TOTAL 166 Claims	to	Checks	2 Total	274.16 Manual		Held	Total	274.16

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BATSON & BROWN, INC	152529	08/18/2015	08/12/2015			8,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-021-779	MAP WETLANDS: CITY PARK		45725-0715	07/16/2015		7,100.00	
	171-021-779	PREPARE SPEC PACKAGE		45725-0715	07/16/2015		1,500.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	8,600.00	Manual	Held	Total	8,600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
175	LOWE'S HOME CENTER'S, INC. Account Number 175-170-720	152483	08/18/2015	08/04/2015			1,166.81	
	Description SUPPLIES: TRAIL IMPS			Invoice # 970117	Date 07/17/2015	P.O.	Amount	1,166.81
175	CREDIT CARD CENTER Account Number 175-170-720	152537	08/18/2015	08/12/2015			383.16	
	Description 12' MARINE PILING (8)			Invoice # 1449325	Date 07/17/2015	P.O.	Amount	383.16
FUND TOTAL 175 Claims	to	Checks	2 Total	1,549.97 Manual		Held	Total	1,549.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S HOME CENTER'S, INC.	152482	08/18/2015	08/04/2015			92.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	PURPLE POWER, GARDEN HOSE		909890	07/02/2015			36.07
	176-170-721	SUPPLIES: SHEPARD BATH HOUSE		902055	07/07/2015			9.48
	176-170-559	BROOM, TILEX SPRAY		909740	07/08/2015			14.21
	176-170-721	INT PAINT: SHEPARD BATH HOUSE		903142	07/22/2015			32.28
176	FUELMAN OF MS	152533	08/18/2015	08/12/2015			119.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP45095594	08/10/2015			119.20
176	C SPIRE WIRELESS	152535	08/18/2015	08/12/2015			125.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	CELL PHONES		0030759348	07/31/2015			125.31
176	GULF HYDRAULICS & PNEUMATICS, INC.	152553	08/18/2015	08/12/2015			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	INSTALL HYDRAULIC CYL KIT		152902	07/29/2015	151162		140.00
176	CUPIT SIGNS INC	152569	08/18/2015	08/12/2015			59.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	3" TALL WHITE NUMBER (18)		11685	08/10/2015	150914		53.82
	176-170-559	2" TALL BLK 1 & MILE STICKER		11685	08/10/2015	150914		5.98
176	ACE HARDWARE OF OCEAN SPRINGS	152571	08/18/2015	08/12/2015			57.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	6PK ENGINE OIL		30816/1	08/05/2015	151225		41.85
	176-170-639	GREASE BRUSHCUTTER (2)		30816/1	08/05/2015	151225		10.54
	176-170-639	GREASE HEDGE TRIMMER		30816/1	08/05/2015	151225		5.27
FUND TOTAL 176 Claims	to	Checks	6 Total	594.01 Manual		Held	Total	594.01

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DELTA COMPUTER SYSTEMS INC	152470	08/18/2015	07/31/2015			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN111087	07/15/2015			280.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN111087	07/15/2015			60.00
400	JACKSON COUNTY UTILITY AUTHORITY	152473	08/18/2015	08/03/2015			261,706.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2015 TREATMENT CHARGES		54463	07/01/2015			135,277.00
	400-651-668	FY 2014 ACTUAL FLOW ADJ		54463	07/01/2015			-4,424.00
	400-651-668	AUG 2015 TREATMENT CHARGES		56327	08/01/2015			135,277.00
	400-651-668	FY 2014 ACTUAL FLOW ADJ		56327	08/01/2015			-4,424.00
400	CLEARWATER SOLUTIONS LLC	152474	08/18/2015	08/03/2015			183,975.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUL 2015 OPERATION FEE		GAUTIER032	08/01/2015			183,975.00
400	O'REILLY AUTO PARTS	152478	08/18/2015	08/04/2015			920.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	GENERATOR BATTERIES(4)		1978383880	07/09/2015			409.56
	400-651-581	GENERATOR BATTERIES(3)		1978384590	07/15/2015			307.17
	400-651-581	GENERATOR BATTERY		1978384892	07/17/2015			203.46
400	LOWE'S HOME CENTER'S, INC.	152485	08/18/2015	08/04/2015			251.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	UNION(3), COMP FIT(3), PLUG(8)		915828	06/26/2015			49.06
	400-651-586	EXHAUST FAN		902119	07/07/2015			73.62
	400-651-559	20LB BAG GRASS SEEDS		902471	07/09/2015			37.98
	400-651-559	DBL END BULBS(4)		914758	07/21/2015			32.80
	400-651-559	80LB CONCRETE MIX(20)		903163	07/23/2015			57.80
400	WASTE MANAGEMENT OF MS-GLF COAST INC	152494	08/18/2015	08/10/2015			397.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		0625339	08/01/2015			397.42
400	MCNEIL RHOADS LLC	152500	08/18/2015	08/10/2015			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	MUELLER 1" METER (4)		121	08/10/2015			1,300.00
400	MICRO METHODS INC	152501	08/18/2015	08/10/2015			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	COLOR SAMPLES (3)		1507625186	08/06/2015			60.00
400	MS STATE DEPT OF HEALTH	152518	08/18/2015	08/12/2015			20,185.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	FY15 WATER QUALITY ANALYSIS		03000045	08/03/2015			20,185.20
400	LEWIS PRINTING	152551	08/18/2015	08/12/2015			346.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	WINDOW ENVELOPES 7,000		35138	08/01/2015	151037		346.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DOLPHIN SAFETY SUPPLY	152557	08/18/2015	08/12/2015			430.40	
	Account Number 400-651-581	Description		Invoice #	Date	P.O.	Amount	
		WINDSOCK 18X60 (8): WELLS		80789	07/31/2015	151193		430.40
400	HANSON PIPE & PRODUCTS, INC.	152558	08/18/2015	08/12/2015			300.00	
	Account Number 400-651-583	Description		Invoice #	Date	P.O.	Amount	
		V5726 GRATE(2):DRAINAGE PROJ		11266890	07/23/2015	151159		300.00
400	COAST BATTERY SPECIALIST, INC.	152560	08/18/2015	08/12/2015			112.00	
	Account Number 400-651-581	Description		Invoice #	Date	P.O.	Amount	
		12V 5.0 BATTERY (8): WELLS		43334	07/28/2015	151194		112.00
400	WESCO DISTRIBUTION, INC	152567	08/18/2015	08/12/2015			501.52	
	Account Number 400-651-584	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CIRCUIT QOU360 (2):LS REPAIR		570859	07/28/2015	151166		384.18
	400-651-584	CIRCUIT QU0260 (2):LS REPAIR		570859	07/28/2015	151166		117.34
400	J H WRIGHT & ASSOCIATES, INC.	152578	08/18/2015	08/12/2015			3,744.00	
	Account Number 400-651-584	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KG2-21C GRINDER PUMP:SPARE		386107	07/29/2015	151214		775.00
	400-651-767	MISSION UNIT MODEL 802		386136	07/30/2015	151149		2,100.00
	400-651-767	MISSION 472S TRANSDUCER		386136	07/30/2015	151149		280.00
	400-651-767	1 YR ANNUAL SERVICE		386136	07/30/2015	151149		564.00
	400-651-767	FREIGHT		386136	07/30/2015	151149		25.00
FUND TOTAL 400 Claims	to	Checks	15 Total	474,569.07	Manual	Held	Total	474,569.07

Docket of Claims
Release date from 08/18/2015 thru 08/18/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	152479	08/18/2015	08/04/2015			81,544.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JUL 2015 RES GARBAGE SERV		0000632035	07/31/2015		78,736.80	
	404-677-693	JUL 2015 RES CART RENTAL		0000632035	07/31/2015		2,612.94	
	404-677-693	JUL 2015 COM CART RENTAL		0000632035	07/31/2015		194.68	
404	APPLEWHITE IND	152491	08/18/2015	08/07/2015			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	JUL 2015 125 @ 2.00		2349	07/31/2015		250.00	
FUND TOTAL 404 Claims	to	Checks	2 Total	81,794.42	Manual		Held	Total 81,794.42

Docket of Claims
Release date from 08/18/2015 thru 08/18/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN, MILLS & CAWOOD INC	152528	08/18/2015	08/12/2015			6,144.56	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	409-223-601	PROJECT MANAGEMENT	E MOB1510015	07/31/2015			1,771.00	
	409-223-601	P1 ASSESSMENTS	E MOB1510015	07/31/2015			4,173.56	
	409-223-601	QAPP	E MOB1510015	07/31/2015			200.00	
FUND TOTAL 409 Claims	to	Checks	1 Total	6,144.56	Manual	Held	Total	6,144.56

Docket of Claims
Release date from 08/18/2015 thru 08/18/2015

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	DNA UNDERGROUND LLC	152525	08/18/2015	08/12/2015			6,985.00	
	Account Number 421-652-780	Description		Invoice #	Date	P.O.	Amount	
		BORES:TRANS MAINS (FINAL)		2	07/24/2015			6,985.00
421	GOODWYN, MILLS & CAWOOD INC	152526	08/18/2015	08/12/2015			6,000.00	
	Account Number 421-652-601	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION INSPECTION		CM 0B12004120	08/27/2015			6,000.00
FUND TOTAL 421 Claims	to	Checks	2 Total	12,985.00	Manual	Held	Total	12,985.00

Docket of Claims
Release date from 08/18/2015 thru 08/18/2015

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	58 Total	118,817.00 Manual	Held	Total	118,817.00
FUND 29 Claims	to	Checks	1 Total	2,479.25 Manual	Held	Total	2,479.25
FUND 166 Claims	to	Checks	2 Total	274.16 Manual	Held	Total	274.16
FUND 171 Claims	to	Checks	1 Total	8,600.00 Manual	Held	Total	8,600.00
FUND 175 Claims	to	Checks	2 Total	1,549.97 Manual	Held	Total	1,549.97
FUND 176 Claims	to	Checks	6 Total	594.01 Manual	Held	Total	594.01
FUND 400 Claims	to	Checks	15 Total	474,569.07 Manual	Held	Total	474,569.07
FUND 404 Claims	to	Checks	2 Total	81,794.42 Manual	Held	Total	81,794.42
FUND 409 Claims	to	Checks	1 Total	6,144.56 Manual	Held	Total	6,144.56
FUND 421 Claims	to	Checks	2 Total	12,985.00 Manual	Held	Total	12,985.00
Total for all Funds		Checks	90 Total	707,807.44 Manual	Held	Total	707,807.44

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

ORDER NUMBER 155-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 are hereby approved with adding Exhibit A to Business Item #2.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

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

ORDER NUMBER 156-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the donation of three (3) wireless access points by Secure Network, LLC is hereby authorized.

IT IS FURTHER ORDERED that the donation is in the best interest of the City of Gautier.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: August 10, 2015
Subject: Donation of Three (3) Wireless Access Points by Secure Networks, LLC.

REQUEST:

City Council authorization is requested for the City of Gautier to accept a donation of three (3) wireless access points from Secure Network, LLC.

DISCUSSION:

Secure Network, LLC is donating three (3) wireless access points for the purpose of providing thorough wireless network/internet coverage throughout City Hall. Proposed mounting will be located at the following three locations:

Replacement in Council Chambers
Planning Conference Room
City Hall Conference Room

These wireless access points are valued at two hundred and fifty dollars (\$250.00) each. These wireless access points have been determined to be in the best interest for the City of Gautier.

RECOMMENDATION:

City staff recommends that City Council authorize and accept the donation of three (3) wireless access points from Secure Network, LLC.

ATTACHMENT(S):

Email from Jeremy Thames
Quote from Secure Network



Secure Networks, LLC

Quotation

To: City of Gautier
3330 Highway 90
Gautier, MS 39553

Date: August 14, 2015

From: Shawn C. Alford

Attn: Cindy Russell
Phone: (228) 497-8000
Fax:

Qty.	Description	Unit Price	Total
3	Commercial Wireless Access Point - WiFi 802.11n - PoE	\$ 250.00	\$ 750.00
	<i>City Hall Conference Room, City Hall Council Room, Planning Department Conference Room</i>		
Subtotal		\$ 250.00	
		Total	\$ 750.00

PO#

by

Shawn C. Alford

Cindy Steen

From: Jeremy Thames <jthames@gautier-ms.gov>
Sent: Monday, August 10, 2015 4:11 PM
To: csteen@gautier-ms.gov
Subject: FW: Wireless at City Hall & RAM

Jeremy Thames
Director of Cultural Services
City of Gautier, MS
(O) 228.497.8000 x315
(C) 228.219.7041
www.gautier-ms.gov

From: Shawn C. Alford [<mailto:shawn@securenetworksllc.com>]
Sent: Monday, August 10, 2015 9:25 AM
To: jthames@gautier-ms.gov
Subject: RE: Wireless at City Hall & RAM

Jeremy:

Please provide me with the Serial Number (Service Tag) number of the Laptop. I will let me Dell Rep provide a Dell Part Number for the memory.

As for the wireless, I can replace the Wireless Unit with a newer unit to include the injector for just about the same price as replacing the PoE Injector, unless we go 3rd party or used and I would prefer not to do that.

My solution is to donate 3 brand new units of our preference; which I just placed the order for. The units I am supplying will actually mirror one another to provide broad coverage. Anytime more coverage is needed, just simply add another unit, which in your case should not be an issue since what we are suggesting is one unit in City Hall courtroom, one in Council Room and one in conference room of your side of the building.

I will bring your unit back to you when I come down next.

I will make arrangements for David Stewart w/ Comm-Tech Solutions to show him where cable drops need to be run so that he provide the City with a quote for the cable drops.

Shawn C. Alford, Owner
Secure Networks, LLC
(601) 296-9667 Ext: 3

From: Jeremy Thames [<mailto:jthames@gautier-ms.gov>]
Sent: Thursday, August 06, 2015 3:28 PM
To: jai@securenetworksllc.com; Shawn C. Alford <shawn@securenetworksllc.com>
Subject: Wireless at City Hall & RAM

Good afternoon Gentlemen,

Just curious if you had an opportunity to look at the cisco wifi module to add to city hall? We're all anxious about better coverage.

Curious, but will I need to get additional cable pulled to locate the additional unit and relocate the existing or are you pulling new cable?

In addition, I would like to order an 8GB RAM chip for my laptop. I see on crucial that 8GB DDR3 is under \$50. Can you please look into this and get a price for us? I can easily install myself to save a trip.

Thanks

Jeremy Thames
Director of Cultural Services
City of Gautier, MS
(O) 228.497.8000 x315
(C) 228.219.7041
www.gautier-ms.gov

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

ORDER NUMBER 157-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the extension of the Cellular South Supplemental Contract for an additional year to provide cell phone services for the City is hereby authorized.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: August 10, 2015
Subject: Cellular South Supplemental Contract

REQUEST:

City Council action is requested to accept the option within the current contract for an additional one (1) year term to provide Cellular South cell phones services for the City of Gautier.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Cellular South supplemental contract to provide cell phone services for the City of Gautier.

ATTACHMENT:

Cellular south Supplemental Contract

**GOVERNING AUTHORITY SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT
AGREEMENT
BETWEEN
CELLULAR SOUTH, INC. D/B/A C SPIRE WIRELESS
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Governing Authority Supplement (the "Supplement") to the original Master Cellular Voice and Data Service and Equipment Agreement executed June 26, 2007, and amended on September 5, 2007, January 21, 2009, September 2, 2009, December 1, 2009, February 16, 2010, October 8, 2010, March 29, 2011, June 16, 2011, October 18, 2011, and November 11, 2011 (hereinafter collectively referred to as "Master Agreement") between Cellular South, Inc. d/b/a C Spire Wireless, a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, Mississippi 39157, (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood that this Supplement is entered into as of the date it is signed by all Parties (the "Effective Date") by and between Contractor and City of Gautier having its principal offices at 3330 Highway 90, Gautier, MS 39553 (hereinafter referred to as "Governing Authority"). Contractor and Governing Authority are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Master Agreement is E-Rate qualified for those Products and Services that are E-Rate reimbursable; and

WHEREAS, Contractor and Governing Authority desire to enter into the Supplement to specify certain terms and conditions upon which Governing Authority may purchase the Products and Services from Contractor;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the Parties hereto agree as follows:

1) The initial term of this Supplement begins on the Effective Date and continues for a period of two (2) years (the "Initial Term"). At the end of the Initial Term this Supplement may, upon the written agreement of the Parties, be renewed on a month to month basis or such other term as the Parties may agree upon (each a "Renewal Term") until such time as either Party gives the other Party thirty (30) days prior written notice of termination. The Initial Term and any Renewal Term are sometimes collectively referred to herein as the "Term".

2) It is understood and agreed that during the Term, Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific Products for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor.

3) During the Term, Governing Authority may purchase Products which are free ("Free Products") under the terms and conditions set forth in the Master Agreement.

4) During the Term, Governing Authority may purchase Products which have an initial purchase price ("Purchased Products") under the terms and conditions of the Master Agreement and on the same terms and conditions Contractor provides to its other customers as updated from time to time on Contractor's website at www.cspire.com (the "Contractor Terms"). The Contractor Terms include, but are not limited to, requirements for contract terms, liquidated damages termination fees, and upgrade policies and fees. By executing this Supplement, Governing Authority acknowledges and agrees that Governing Authority is agreeing to be bound by such Contractor Terms as are in effect at the time of Governing Authority's or its employees' activation of such Purchased Products. For example, Governing Authority could elect to purchase a particular Purchased Product for full retail price, in which case no liquidated damages termination fees would apply, or Governing Authority could elect to purchase a particular Purchased Product at the promotional price. If Governing Authority elected to purchase such Purchased Product at the promotional price, then Governing Authority must agree to maintain Service with Contractor for a set period of time (currently two (2) years) or else prorated liquidated damages termination fees would apply if Governing Authority terminated Service earlier than two (2) years after activation of the Purchased Product, regardless of the Term of this Supplement. This means that if Governing Authority activated a Purchased Product at the promotional price within the last three (3) months of the Term, for example, and Governing Authority subsequently terminated this Supplement at the end of the Term, then Governing Authority would owe Contractor a liquidated damages termination fee equal to the remainder of the promotional contract term (21 months) times the applicable liquidated damages termination fee. Governing Authority's right to purchase Purchased Products as set forth in this Section 4 is in addition to Governing Authority's right to purchase Free Products under the terms of the Master Agreement.

5) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. Except as expressly set forth in this Supplement, the terms and conditions of the Master Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Supplement and the terms of the Master Agreement, the terms of this Supplement shall prevail but only to the extent of the conflict. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products

and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement.

6) This Supplement has been duly authorized by both Parties and it represents a binding obligation of both Parties.

7) This Supplement may only be amended in a writing executed by both Parties. This Supplement may be executed in counterparts and sent via facsimile or email, and the counterparts, when combined, shall constitute one binding instrument.

8) Any notice required or permitted to be given under this Supplement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the Party to whom the notice should be given at their address set forth below:

If to Contractor: Cellular South, Inc. d/b/a C Spire Wireless
1018 Highland Colony Parkway, Suite 520
Ridgeland, MS 39157
Attention: Janice Fitzgerald
Manager, Government Accounts
Email: msgov@cspire.com

If to Governing Authority: City of Gautier
3330 Highway 90
Gautier, MS 39553
Email: csteen@gautier-ms.gov

Notice shall be deemed given when actually received or when refused. Either Party may change their address by giving the other Party written notice of such address change in compliance with this Section.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed by their authorized undersigned representatives effective as of the Effective Date.

Governing Authority:

City of Gautier

By: _____
Authorized Signature

Printed Name: Samantha Abell

Title: City Manager

Date: _____

Supplemental Term Dates:
July 30, 2015 – June 30, 2016

Contractor:

**Cellular South, Inc. d/b/a C Spire
Wireless**

By: _____
Authorized Signature

Printed Name: Brian Caraway

Title: Senior Vice President

Date: _____

State of MS Wireless Contract # 3489
Local Government Equipment Price List
(Updated December 19, 2014)



- The **Local Government Equipment Price List** includes devices which are offered at **"no cost"** or have a **"special cost"** associated with the State Wireless Contract #3489. Devices are subject to change but will be better than or equal to pricing listed on this document.
- All devices available on the C Spire website are approved for purchasing on the State of MS Wireless Contract #3489. To view additional devices and promotional pricing, visit www.cspire.com.
- Please visit the C Spire/State of MS Website for additional information on products and services at www.cspire.com/msgov/.

MANUFACTURER	MODEL INFORMATION	DEVICE VALUE/ C SPIRE COST
Feature Phones (1)		
Samsung	Chrono II - R270 (Flip/Camera)	\$ 79.00
LG	Fluid AN 160 (Flip/Camera)	\$ 72.00
Smartphones (1)(3)		
Apple	iPhone 5s – 16GB (4G Apple)	\$ 549.00
Samsung	Galaxy S4 (4G Android – PTT Capable)	\$ 449.00
Unimax	MaxMango U680 (3G - Android 4.1 / PTT Capable)	\$ 163.00
HTC	7 Pro – (3G Windows 7 – Sliding Keyboard)	\$ 451.00
Mobile Broadband (1)(5)		
Franklin Wireless	U772 (4G LTE – Smart USB Modem)	\$ 165.00
C Spire	Mobile Hotspot (4G LTE)	\$ 179.00
Wireless Modems (1) *		
Sierra Wireless*	GX400 EVDO/GPS	\$ 599.00
Sierra Wireless**	GX400 EVDO/GPS/Wi-Fi	\$ 699.00
Apple iPads	\$200 Discount off <i>Retail Price</i> of Apple iPad Air 2 and iPad Mini – No Contract required. Visit www.cspire.com or AFB at assistforbusiness@cspire.com for available models and pricing.	

NEW ACTIVATION PRICE	ELIGIBLE UPGRADE PRICE	REPLACEMENT PRICE
Feature Phones (2)		
\$ 0.00	\$ 0.00	\$ 79.00
\$ 0.00	\$ 0.00	\$ 72.00
Smartphones (3)		
\$ 0.00	\$ 0.00	\$ 549.00
\$ 0.00	\$ 0.00	\$ 449.00
\$ 0.00	\$ 0.00	\$ 163.00
\$ 0.00	\$ 0.00	\$ 451.00
Mobile Broadband (5)		
\$ 0.00	\$ 0.00	\$ 165.00
\$ 0.00	\$ 0.00	\$ 179.00
Wireless Modems * **		
\$ 450.00	N/A	\$ 599.00
\$ 550.00	N/A	\$ 699.00

 Highlighted items denote free devices (if eligible).

Notes:

- Equipment includes a One (1) Year Manufacturer's Warranty. If the customer's phone is returned for warranty reasons and is 14 days old or less, they will receive a new device as a replacement. If their device is returned for warranty reasons and is 15 days old or older, they will receive a refurbished replacement.
- Feature Phones: New activations and existing customers who are eligible for upgrades on a Local Governing Authority account are eligible for two (2) Feature Phones during the two (2) year supplemental term. The first Feature Phone price is billed at the "New Activation Price," and the second Feature Phone price is billed at the "Upgrade Price". All Feature Phones thereafter will be billed at the "Replacement Price". If a "free" Feature Phone is replaced at the "Replacement Price", the cost shall not exceed \$100.00. A car charger and ear bud will be provided at no additional cost for new activations and eligible upgrades. A 30% discount is available on all additional accessory purchases.
- Smartphones: New activations and existing customers who are eligible for upgrades on a Local Governing Authority account, are eligible for one Smartphone at the "New Activation Price" or "Upgrade Price". A data rate plan is required to receive the "New Activation Price" and "Upgrade Price". A car charger and ear bud will be provided at no additional charge with new activations and upgrades. A 30% discount is available on all additional accessory purchases. If the Smartphone needs to be replaced within the first twenty-four (24) months of purchase and is not covered under warranty, it will be billed at the "Replacement Price".
- If a Feature Phone user wishes to upgrade from a Feature Phone to a Smartphone during the two (2) year supplemental term, that user will be eligible to upgrade to the Smartphone of choice at the "Upgrade Price". A data rate plan is required to receive the Smartphone at the "Upgrade Price". A car charger and ear bud will be provided at no cost, and a 30% discount is available on all additional accessory purchases.
- Mobile Broadband devices and Wireless Modems require monthly data services to receive the "New Activation" or "Upgrade Price". The 4G Franklin U772 and the 4G MiFi are eligible to receive a car charger at no additional cost. If the broadband device needs to be replaced after the new activation date, or if the customer is an existing customer and has already upgraded the device during the two (2) year supplemental term, the device will be replaced at the "Replacement Price".

* GX400 EVDO/GPS price includes AC or DC power cable. Additional accessories are available upon request.

** GX400 EVDO/GPS/Wi-Fi price includes AC or DC power cable. Additional accessories are available upon request.

CELLULAR VOICE AND DATA PRICING

VOICE SERVICES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS GOVERNMENT 125 PLAN: Monthly access fee includes 125 nationwide minutes. Includes unlimited nationwide text messaging and unlimited picture messaging (upon request). Basic phone included with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$10.00/phone	N/A	N/A	\$0.07
MS GOVERNMENT CA375 UNLIMITED POOL PLAN: Includes unlimited nationwide usage. Includes unlimited nationwide text messaging and unlimited picture messaging (upon request). Basic phone included with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$39.99/phone	N/A	N/A	N/A
MS GOVERNMENT 700 POOL PLAN: Includes 700 nationwide pooled minutes per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). Includes unlimited nationwide text messaging and unlimited picture messaging (upon request). This plan will pool with MS Government 125 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$24.99/phone	N/A	N/A	\$0.25
MS GOVERNMENT 125 MINUTE POOLED PLAN: Includes 125 nationwide pooled minute per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). Includes unlimited nationwide text messaging and unlimited picture messaging (upon request). This plan will pool with 700 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$17.99/phone	N/A	N/A	\$0.25
NATIONWIDE BUSINESS POOL PLAN: Includes 500 nationwide pooled minutes per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). Includes unlimited nationwide text messaging and	N/A	\$29.99/phone	N/A	N/A	\$0.40

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
unlimited picture messaging (upon request). This plan will pool with MS Government 500 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)					
MS GOVERNMENT 500 MINUTE POOLED PLAN (VOICE AND DATA): Includes 500 nationwide pooled minutes with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide data usage, unlimited nationwide text messaging, and unlimited nationwide nights and weekends (7:00 p.m. to 6:59 a.m.). Also includes unlimited nationwide picture messaging (upon request). This plan will pool with Nationwide Business Pool Plan. Basic device included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see notes 1 and 4)	N/A	\$47.88/phone	N/A	N/A	\$0.40
MS GOVERNMENT NATIONWIDE UNLIMITED (VOICE AND DATA): Includes unlimited nationwide voice, text messaging, and data for smart phones. Includes unlimited picture messaging (upon request). Basic device included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$59.99/phone	N/A	N/A	N/A
GOVERNMENT SHARED PLANS (for Feature Phones-Voice Only)					
MS GOVERNMENT CHOICE SHARED: Feature Phone Rate Plan - Shares with MS Government S Voice Bucket 1000, 3000 or 5000. Includes unlimited nationwide mobile to mobile, unlimited nationwide nights and weekends, and unlimited nationwide text messaging. (picture messaging is free upon request). Plan requires at least one MS Government S Voice plan, either 1000, 3000, or 5000.	N/A	\$15.00/phone	N/A	N/A	\$0.40
MS GOVERNMENT S VOICE 1000: A voice bucket including 1000 nationwide minutes shareable across subscriptions to be used with MS GOVERNMENT CHOICE SHARED . (picture messaging is free upon request). Requires each user to have the MS Government Choice Shared plan.	N/A	\$35.00	N/A	N/A	\$0.40

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
MS GOVERNMENT S VOICE 3000: A voice bucket including 3000 nationwide minutes shareable across subscriptions to be used with MS GOVERNMENT CHOICE SHARED . (picture messaging is free upon request). Requires each user to have the MS Government Choice Shared plan.	N/A	\$95.00	N/A	N/A	\$0.40
MS GOVERNMENT S VOICE 5000: A voice bucket including 5000 nationwide minutes shareable across subscriptions to be used with MS GOVERNMENT CHOICE SHARED . (picture messaging is free upon request). Requires each user to have the MS Government Choice Shared plan.	N/A	\$150.00	N/A	N/A	\$0.40

SHARED DATA+ PLAN (includes unlimited voice, if applicable):

1. Choose your device(s);	
Description	Monthly Charge
Smartphone: Includes unlimited nationwide voice, text, and picture messaging	\$40.00/phone
Feature Phone: Includes unlimited nationwide voice, text, and picture messaging	\$30.00/phone
Data Card/Hotspot (data only)	\$20.00/device
Tablet (data only)	\$10.00/device

Shared Data+ Plan allows all devices on an account to share one bucket of data. There is no overage; if the data pass gets low, the Authorized Data Manager for the account will receive a text message with instructions for buying more data. The following "Top Up Passes" are available to the Authorized Data Manager to add data.

TOP UP PASSES	
500MB	\$10.00
1GB	\$15.00
3GB	\$45.00
5GB	\$75.00
10GB	\$150.00
20GB	\$300.00
40GB	\$600.00

2. Choose your Shared Data Pass		
Maximum Lines/Acct	Minimum Bucket GB	Monthly Charge
10 subs	1GB	\$50
10 subs	2GB	\$60
10 subs	4GB	\$70
10 subs	6GB	\$80
10 subs	8GB	\$90
10 subs	10GB	\$100
10 subs	12GB	\$110
10 subs	14GB	\$120
10 subs	16GB	\$130
10 subs	18GB	\$140
10 subs	20GB	\$150
15 subs	30GB	\$200
20 subs	35GB	\$250
25 subs	40GB	\$300
30 subs	45GB	\$350
35 subs	50GB	\$400
40 subs	55GB	\$450
45 subs	60GB	\$500
50 subs	65GB	\$550
75 subs	80GB	\$600
100 subs	100GB	\$800
200 subs	200 GB	\$1,600
300 subs	300 GB	\$2,400
400 subs	400 GB	\$3,200
500 subs	500 GB	\$4,000
750 subs	750 GB	\$6,000
1000 subs	1000 GB	\$8,000

FEATURES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE
Directory Assistance	N/A	N/A	\$0.99	N/A
Voice Mail-Basic	Included in plan	Included in plan	N/A	N/A
Voice Mail-Deluxe	Included in plan	Included in plan	N/A	N/A
Caller ID	Included in plan	Included in plan	N/A	N/A
Message Waiting	Included in plan	Included in plan	N/A	N/A
Three Feature Package: Call Waiting, Call Forwarding, and Conference Calling	Included in plan	Included in plan	N/A	N/A
No Answer Transfer: Allows you to transfer calls to another number after a specific number of rings. Airtime is incurred for both the incoming call and the outbound forwarded call. Activation of No Answer Transfer disables Voice Mail. To activate dial *76 plus the 10 digit number and press send. To deactivate No Answer Transfer, dial *77 and press send.	N/A	\$1.50	N/A	N/A
Unlimited Nationwide Text Messaging	N/A	\$0.00	N/A	N/A
Web for Mobile Phones: This feature provides mobile phones with web access for browsing and search the world wide web. <i>For all plans, participation in third-party text messaging contests or promotions, and the purchase of third-party content or downloads may result in additional charges on your bill above and beyond standard messaging rates. Premium messaging may be blocked on the account level if requested by the designated Letter of Authority (LOA) list on the account.</i>	N/A	\$5.99	N/A	N/A
Pics: This feature includes unlimited picture messages on phones and smart phones. If a feature phone (without data), Web for Mobile Phones is required.	N/A	\$0.00	N/A	N/A
MS GOVERNMENT PUSH TO TALK (PTT): Requires association with a voice plan or a voice and data plan and a C Spire approved phone with PTT capability. The PTT feature includes unlimited nationwide PTT. (see note 1)	N/A	\$4.99/phone	N/A	N/A
MS GOVERNMENT PUSH TO TALK ONLY (PTT): Unlimited nationwide PTT only; includes unlimited nationwide PTT minutes ONLY (911 calls allowed).	N/A	\$30.00/phone	N/A	N/A

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE
STATIC IP ADDRESSES: Available to accommodate data applications requiring Static IP Addresses (see note 1)	N/A	\$0/00/phone	N/A	N/A
ADULT CONTENT FILTERING: Block access, upon request, to adult Internet content on your mobile device, data card, or hot spot while using the C Spire network. NOTE: This feature does not work when using a Wi-Fi network.				
CDMA INTERNATIONAL ROAMING FEATURE: Calls placed to an international location from within the United States, Puerto Rico, or the U. S. Virgin Islands are considered international calls. These calls are subject to an international per-minute long distance rate and use airtime, if applicable. Calls to Canada will include international long distance charges. Per-minute rates are billed at \$0.20/minutes or \$0.50/minute depending on the country called. Contact Assist for Business at assistforbusiness@cspire.com or call 1.855.277.4732 for international feature to be added. Please see the following information regarding the CDMA International Roaming Feature.	\$0.20/\$0.50 based on country called	N/A	See Link.	N/A

CDMA International Roaming Feature:

International Roaming refers to calls made and received while outside of the United States, Puerto Rico or the U.S. Virgin Islands. Customers should be aware that when using their phone internationally, C Spire relies on other carriers to provide a record of charges for calls made while customers are on other carriers' networks. As a result, charges may not appear on the bill for up to 60 days after the date the calls were actually made.

Location	Voice Rate	SMS Rate	Data Rate
Canada	\$0.99/min	See Note*	\$1.99 / MB
Mexico**	\$0.99/min	Not available	Not available
Bahamas**	\$1.49/min	Not available	Not available
Puerto Rico	See Note*	See Note*	See Note*
U.S. Virgin Islands	See Note*	See Note*	See Note*

*The rate is the nationwide rate determined by your plan (included in the local area for Nationwide plans/features; national roaming charge for local plans).

**Charges are incurred for calls placed to toll-free numbers.

NOTE: Roaming is **NOT** available in the Gulf of Mexico.

a. Compatible Devices

All CDMA handsets can make & receive calls while traveling in the locations listed above.

b. System Provisioning

Please contact Assist for Business (AFB--assistforbusiness@cspire.com or call 1.855.277.4732) in order to request system provisioning for your device. The International Dialing feature (INTNL_DL) must be added to enable the phone in Mexico and the Caribbean (provides a 2-week maximum authorization period). To extend the initial authorization period while traveling internationally, call Customer Care at 601.487.7985.

Go to the International Roaming interactive tool on cspire.com and select your destination to find your rate and equipment requirements: http://www.cspire.com/shop_and_learn/international_roaming/

c. International Dialing Instructions

Outside of the United States

- Calling a US number: Dial the plus key (+), the US country code (1) and the 10-digit number
- Texting a US number: Enter the US country code (1) and the 10-digit number of the recipient
- Calling between countries: Dial the plus key (+), the destination country code and the phone number

Press and hold the zero key (0) to dial the plus key (+).

For Assistance Abroad - Dial +1-601-487-7985 for C Spire Customer Care

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE
GSM INTERNATIONAL ROAMING FEATURE: Please see the following information regarding the GSM International Roaming Feature.	See Link	\$5.00	See Link	N/A

GSM INTERNATIONAL ROAMING FEATURE:

Go to the International Roaming interactive tool on [cspire.com](http://www.cspire.com) and select your destination to find your rate and equipment requirements: http://www.cspire.com/shop_and_learn/international_roaming/

Equipment Requirements

Manufacturer	Model	SIM Card Requirements
Blackberry	8830	Plus SIM Card
Blackberry	World Edition	Plus SIM Card
Blackberry	Tour	Plus SIM Card
Blackberry	Bold	Plus SIM Card
HTC	Merge	Plus SIM Card
iPhone	4S	Plus SIM Card
iPhone	5	With Existing SIM Card

Customers without the proper equipment will be able to upgrade or purchase the proper equipment under the terms of existing contract purchase policies or a loaner device can be made available upon request from Assist for Business.

- a. Per-minute charges for voice usage in International GSM network locations accessible range from \$0.99 to \$1.99/minute. NOTE: Fees are subject to change.
- b. Using Text, Voice Mail & Data w/ International GSM Roaming
 - Text—Customers may send/receive text messages at the following rates:
Outgoing: \$0.50 per message
Incoming: \$0.05 per message
 - Voice Mail--To access voice mail while traveling internationally, dial the plus key (+), the United States country code (1), and the handset's area code and mobile number.
 - Data--Available while roaming internationally in many locations for \$5.00/MB.
- c. Dialing Patterns in International GSM Areas:
 - Calling the U.S.—Dial the plus key (+), U.S. country code (1), area code and number
 - Calling within the International GSM Roaming Country—Dial the plus key (+), destination country code and number.
 - Calling Customer Care—Dial the plus key (+), U.S. country code (1) and 601.487.7985.

FEES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE
911 Fee	N/A	\$1.05	N/A	N/A
Universal Service Fund (USF)	N/A	1.778 % of monthly access charges (see note 2)	N/A	N/A
LNP Cost Recovery Fee (Local Number Portability)	N/A	\$0.35	N/A	N/A

PHONE INSURANCE:

DESCRIPTION	MONTHLY CHARGE	DEDUCTIBLE FOR SMARTPHONE	ONE TIME CHARGE
Standard Phone Insurance: Available on handsets up to \$600 non-retail value. Provided by eSecuritel: (Link: esecuritel.com/cspire) Covers your phone or Smartphone, standard battery, and wall charger for loss, theft, or accidental damage. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone.	\$4.95/phone	\$50.00 - \$150.00	N/A
Premium Phone Insurance: Available on handsets over \$600 non-retail value. Provided by eSecuritel. Your phone, standard battery and charger are covered for loss, theft, accidental damage, and mechanical and electrical failure after the manufacturer's warranty period expires. Enroll when you purchase a new phone and receive coverage immediately. Enroll your existing phone at any time and coverage will be effective 60 days after your enrollment date. To process a claim, contact eSecuritel toll-free at 1-888-318-7688. (Link: esecuritel.com/cspire)	\$6.95/device	\$199.00	N/A
CHOICE Warranty Plus (for Android devices): Extends the warranty of your qualified 4G Android™ device. Your phone and standard battery are covered for accidental damage and mechanical and electrical failure for one additional year after the manufacturer's warranty period expires. You must purchase the additional protection at the time you purchase your 4G Android device. To process a claim, contact eSecuritel toll-free at 1-888-318-7688. (Link: esecuritel.com/cspire). NOTE: Deductible will be assessed at that time and replacement phone will be shipped via second-day air.	N/A	\$50.00	\$99.00

DESCRIPTION	MONTHLY CHARGE	DEDUCTIBLE FOR SMARTPHONE	ONE TIME CHARGE
Apple Care+: AppleCare+ for iPhone extends repair coverage and technical support to two years from the original purchase date of your iPhone and adds coverage for up to two incidents of accidental damage due to handling, each subject to a \$79.00 service fee (deductible) plus applicable tax for iPhone 5S, 5C, or 4S (8GB) devices or a \$49 service fee (deductible) for iPhone 4 and 4S (16GB). AppleCare+ provides repair or replacement coverage, both parts and labor, from Apple-authorized technicians. For more information, go to http://store.apple.com/us/product/S4575LL/A	N/A	\$49.00/\$79.00 based on device	\$99.00

SPECIAL SERVICES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE
WIRELESS PRIORITY SERVICE: An enhancement to basic wireless service that allows your National Security /Emergency Preparedness (NS/EP) calls to queue for priority service in order to complete the call. Utilize the link below to contact NCS to complete your application. (Link: https://www.dhs.gov/wireless-priority-service-wps)	\$0.75	\$0.00 /phone	N/A	\$0.00/phone
EMERGENCY PHONE BANK: Available for a maximum of 30 days during a declared emergency	\$0.00	\$0.00	\$0.00	\$0.00

DATA SERVICES/PRODUCTS

Data Services are available on C Spire Wireless' advertised network. High speed service is available only in certain areas (see website for locations in Mississippi).

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
SMART PHONE UNLIMITED PLAN: See Smart Phone Unlimited Plan under Voice Services		
SMART PHONE PLAN: See MS Government 500 Minute Pooled Plan under Voice Services.		
MS GOVERNMENT UNLIMITED NATIONWIDE DATA: Unlimited nationwide data (data only for Blackberry devices; plan may be used if utilizing a currently-owned Blackberry device [COAM] or Blackberry device purchased from Equipment Price List at Replacement Cost.) (see notes 1 and 4)	\$39.99	\$0.00
MS GOVERNMENT UNLIMITED NATIONWIDE DATA: Feature added to voice plan for smart phones with voice plan (charge in addition to voice plan cost). Includes a basic smart phone unit. (see notes 1 and 4)	\$29.99	\$0.00
Unlimited Nationwide Smart Phone Data without voice plan. (see notes 1 and 4)	\$34.99	\$0.00
MS GOVERNMENT UNLIMITED NATIONWIDE DATA: (for data cards and hot spots) Includes a basic USB data card or MiFi device (MiFi device includes car charger) (see notes 1 and 4)	\$39.99	\$0.00
TELEMETRY: 2MB Allotted to pool on account with each active Telemetry devise. \$.00195/KB for any overage	\$10.99	\$5.00
TETHERING: (1 GB) - Tethering is sharing the Internet connection of an Internet-capable mobile phone with other devices. This sharing can be done over a wireless LAN (Wi-Fi), over Bluetooth, or by physical connection using a cable. The Internet-connected mobile phone acts as a portable modem when providing tethering services to other devices. A Tethering Pass expires after 1GB of data has been tethered or 30 days after purchase, whichever comes first. Top up an active tethering pass with another 1GB pass at any time and extend the expiration date on unused data for another 30 days. All State agencies are blocked from tethering. Contact Assist for Business to add tethering to your account.	\$20.00	N/A
DATA ONLY 1 GB – (For your MiFi) - Nationwide Data available for MiFi devices only. Overage @ \$20.00 per GB.	\$20.00	N/A
DATA ONLY 3 GB – (For your MiFi, data card, and other wireless devices) Overage @ \$10.00 per GB.	\$30.00	N/A
Net Book Plan: Light usage (500MB) with Nationwide Coverage. For existing Net Book users only. \$.30/MB for any overage	\$39.99	\$0.00
Net Book Plan: Heavy usage (5GB) with Nationwide Coverage. For existing Net Book users only. \$.30/MB for any overage	\$59.99	\$0.00
BlackBerry Enterprise Server: For current Blackberry Enterprise Server (BES) pricing, see www.Blackberry.com		

Note 1: Customers participating in this service must reside in the C Spire Network, which is defined as the state of Mississippi; Mobile and Baldwin counties in Alabama; Escambia, Santa Rosa, Okaloosa, and Walton counties in Florida; and generally in the area in and surrounding Memphis/West Memphis, Arkansas and nearby western Tennessee.

Note 2: USF Fee is subject to change in accordance with the orders of the Universal Services Administration Company ("USAC") and the Federal Communications Commission ("FCC").

Note 3: Web for Mobile phones and a form of text messaging are required with this feature.

Note 4: Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. C Spire Wireless reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. Customer may not send solicitations to C Spire Wireless subscribers without the subscribers consent. Customer may not use the Services other than as intended by C Spire Wireless and applicable law.

State of MS Wireless Contract # 3489
State Agency Equipment Price List
(Updated December 26, 2013)



- The **State Agency Equipment Price List** includes devices which are offered at **"no cost"** or have a **"special cost"** associated with the State Wireless Contract #3489. Devices are subject to change but will be better than or equal to pricing listed on this document.
- To view additional devices and promotional pricing, visit www.cspire.com. All devices available on the C Spire website are approved for purchasing on the State of MS Wireless Contract #3489.
- Please visit the C Spire/State of MS Website for additional information on products and services at www.cspire.com/msgov/.

MANUFACTURER (See Note 1)	FEATURE PHONE MODEL	DEVICE VALUE/ C SPIRE COST
Phones		
Samsung	Chrono II - R270 (Flip/Camera)	\$ 79.00
LG	Converse AN 272 (Slider w/ Keyboard)	\$ 112.22
LG	Fluid AN 160 (Flip/Camera)	\$ 72.00
Unimax	MXC 570 (Full QWERTY Keyboard)	\$ 64.00
MANUFACTURER (1)	SMARTPHONE MODEL	DEVICE VALUE/ C SPIRE COST
Smartphones (3)		
Apple	iPhone 4s – 8GB (3G Apple)	\$450.00
BlackBerry	Curve 9310 (3G - BlackBerry OS 7.1)	\$ 162.00
Unimax	MaxMango U680 (3G - Android 4.1 & PTT Capable)	\$ 163.00
HTC	7 Pro – (3G Windows 7 – Sliding Keyboard)	\$ 451.00
Mobile Broadband(5)		
Franklin Wireless	U772 (4G LTE – Smart USB Modem)	\$ 165.00
C Spire	Mobile Hotspot (4G LTE)	\$ 179.00
Wireless Modems (5)		
Sierra Wireless*	GX400 EVDO/GPS	\$ 599.00
Sierra Wireless**	GX400 EVDO/GPS/Wi-Fi	\$ 699.00

NEW ACTIVATION PRICE (2)	ELIGIBLE UPGRADE PRICE (2) (4) (5)	REPLACEMENT PRICE (2) (5)
Phones		
\$ 0.00	\$ 0.00	\$ 79.00
\$ 0.00	\$ 0.00	\$ 112.22
\$ 0.00	\$ 0.00	\$ 72.00
\$ 0.00	\$ 0.00	\$ 64.00
NEW ACTIVATION PRICE (3)	UPGRADE PRICE (3)	REPLACEMENT PRICE (3)
Smartphones (3)		
\$ 0.00	\$ 0.00	\$ 450.00
\$ 0.00	\$ 0.00	\$ 162.00
\$ 0.00	\$ 0.00	\$ 163.00
\$ 0.00	\$ 0.00	\$ 451.00
Mobile Broadband (6)		
\$ 0.00	\$ 0.00	\$ 165.00
\$ 0.00	\$ 0.00	\$ 179.00
Wireless Modems (6)		
\$ 450.00	N/A	\$ 599.00
\$ 550.00	N/A	\$ 699.00

Highlighted items denote free devices (if eligible).

Notes:

- Equipment includes a One (1) Year Manufacturer's Warranty. If the customer's phone is warrantied and is 14 days old or less, they will receive a new device as a replacement. If their device is warrantied and is 15 days old or older, they will receive a refurbished replacement.
- Feature Phones: New activations or ported numbers added for State government agency accounts are eligible for two (2) Feature Phones during the dates 11/11/11 until 06/25/14. The first Feature Phone price is billed at the "New Activation Price," and the second Feature Phone price is billed at the "Upgrade Price". All Feature Phones thereafter will be billed at the "Replacement Price". If a "free" Feature Phone is replaced at the "Replacement Price", the cost shall not exceed \$100.00. A car charger and ear bud will be provided at no additional cost for new activations and eligible upgrades. A 30% discount is available on all additional accessory purchases.
- Smartphones: New activations or ported numbers added to a State of MS Agency account are eligible for one Smartphone at the "New Activation Price". A data rate plan is required to receive the "New Activation Price". A car charger and ear bud will be provided at no additional charge with new activations. A 30% discount is available on all additional accessory purchases. If the Smartphone needs to be replaced within the first twenty-four (24) months of purchase and is not covered under warranty, it will be billed at the "Replacement Price". A car charger and ear bud will be provided at no charge.
All existing State agency subscriptions are eligible for one upgrade between 11/11/11 and 06/25/14. If the Smartphone purchased between 11/11/11 and 06/25/14 needs to be replaced and is not covered under warranty, the Smartphone will be billed at the "Replacement Price".
- If a Feature Phone user wishes to upgrade from a Feature Phone to a Smartphone anytime between 11/11/11 and 06/25/14, that user will be eligible to upgrade to the Smartphone of choice at the "New Activation Price". However, a data rate plan is required to receive the Smartphone at the "New Activation Price". A car charger and ear bud will be provided at no cost, and a 30% discount is available on all additional accessory purchases.
- Mobile Broadband devices and Wireless Modems require monthly data services to receive the "New Activation" or "Upgrade Price". Existing State Agency broadband devices are eligible for an upgrade between 11/11/11 and 06/25/14. The Franklin Wireless U772 4G LTE Modem and the C Spire Mobile Hotspot are eligible to receive a car charger at no additional cost. If the broadband device needs to be replaced after the new activation date or existing upgrade date, (upgrades applicable for mobile broadband only - between 11/11/11 and 06/25/14), the device will be billed at the "Replacement Price".

* GX400 EVDO/GPS price includes AC or DC power cable. Additional accessories are available upon request.

** GX400 EVDO/GPS/Wi-Fi price includes AC or DC power cable. Additional accessories are available upon request.

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

ORDER NUMBER 158-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for July 2015 is hereby received.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 18, 2015.

City of Gautier
Business Registry
Jul-15

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>
*****389	2016-04-0004619	Advanced Security	\$22.20
*1326	2016-07-0004620	Blue Valentine's Tattoo	\$40.00
653	2016-07-0004621	College Villa Apartments	\$20.00
*****1221	closed business	Barrier Island Paddle Boarding	closed
651	2016-07-0004622	Canine Clips	\$20.00
*****988	2016-06-0004623	Ms Coast Sports Pavillion LLC	\$22.00
634	2016-07-0004624	Robinson Realty LLC	\$20.00
*****929	closed business	Fox Everett	closed
*****24	2016-06-0004625	Glenmark Apartments	\$22.00
*****223	2015-01-0004626	Midas Auto Systems	\$25.40
*****223	2015-01-0004627	void Midas Auto Systems	\$0.00
*****223	2016-01-0004628	void Midas Auto Systems	\$0.00
*****223	2016-01-0004629	Midas Auto Systems	\$23.15
*1327	2016-07-0004630	Dollar General #15710	\$85.00
573	2016-08-0004631	McGee Construction	\$20.00
1226	2016-08-0004632	Prevenative Medicine and Primary Care	\$20.00
1227	2016-08-0004633	Gregg's Affordable Auto Glass	\$20.00
1092	2016-08-0004634	The Disability Consulting	\$20.00
1227	2016-08-0004635	Freckles Seafood & Bakery LLC	\$20.00
1273	2016-06-0004636	Leatherneck Lawncare & Maintenance	\$22.00
1077	2016-06-0004637	The Purple Cow	\$64.05
1077	2016-06-0004638	The Purple Cow	\$57.75
650	2016-07-0004639	The Magnolia Inn of Gautier	\$30.00
685	2016-08-0004640	Joe West Realtor	\$20.00
998	2016-07-0004641	Hanger Clinic	\$20.00
*1328	2016-07-0004642	Allen's Tire	\$20.00
664	2016-07-0004643	Trinity Christian Books & Gifts	\$20.00
*****658	closed business	New Orleans Style Snowballs	closed
*****763	closed business	Prescott Properties	closed
*1329	2016-07-0004644	World Finance	\$20.00
1224	2016-07-0004645	C & M Mortgage Field Services	\$20.00
781	2016-08-0004646	Gautier Physcial Therapy Clinic	\$30.00
1281	2016-08-0004647	Keesler Federal Credit Union	\$30.00
1280	2016-08-0004648	Landry & Associates Realty	\$20.00
1084	2016-08-0004649	Tiki Resturant & Lounge	\$51.00
852	2016-07-0004650	Bunny Bread	\$20.00
		Total	\$844.55
*		New Business	4
**		Slot Amusement	0
***		Due Refund	0
****		Transient Vendor	0
*****		Closed Business	4
*****		Delinquent Renewals Issued	5

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

ORDER NUMBER 159-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held August 4, 2015 and Budget Work Session held August 11, 2015 are hereby approved.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

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

ORDER NUMBER 160-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that six (6) Dell computer towers are is hereby declared surplus and authorized to be removed from Police Department inventory.

IT IS FURTHER ORDERED that the computer towers are of no value to the City of Gautier.

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

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

AYES: **Gordon Gollott**
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

City of Gautier Memorandum

TO: Samantha Abell
City Manager

FROM: Danny Selover *DS*
Captain

THRU: Cindy Russell
City Clerk

DATE: August 12, 2015

SUBJECT: Surplus Equipment

REQUEST:

The Gautier Police Department request authorization for the City Clerk to remove (6) six Dell computer towers from the master inventory list for the City of Gautier.

BACKGROUND:

The Gautier Police Department replaced the outdated equipment during the 2014-2015 budget, upon the recommendation of Secure Networks. We were informed the computer towers were unable to be upgraded and needed to be replaced.

DISCUSSION:

On the recommendation of Secure Networks the Gautier Police Department has replaced the (6) Dell computers and installed the new systems.

RECOMMENDATION:

The Gautier Police Department recommends the City Council authorize City Clerk to remove the (6) Dell computer towers from master inventory register and make sure the hard drive is removed, as well as, destroyed.

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

**RESOLUTION NUMBER 027-2015
PROCLAMATION
(A Local Emergency)**

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

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

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

AYES: **Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge**

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2015.

Motion made by **Councilman Anderson** to recess until August 20, 2015 at 6:00pm. Motion seconded by **Councilwoman Martin** and unanimously carried.

APPROVED BY:

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 September 1, 2015.