

Qualifying Payment Plan. The City Manager or his/her designee may authorize an adjustment and/or payment plans for delinquent accounts, under certain circumstances. A minimum ten dollar (\$10 dollar) monthly payment for delinquent debt must be assessed for qualifying accounts at plan start-up. A request for a payment plan shall be directed to the City Finance Director. The City will only authorize adjustments and/or payment plans on a case-by-case basis based upon the facts and circumstances of each account. The City Manager reserves the right to obtain City Council approval before authorization of an adjustment or payment plan is finalized.

In order to qualify for the hardship designation, participants must either (1) show proof that they have been a resident and/or property owner at the affected address prior to the City's 2002 annexation of the address, and (2) be eligible to participate in or already participate in one of the following low-income in programs: the Housing Subsidy Program For Renters; the Supplemental Security Income Program (S.S.I.); the Medicaid Program; the Nutrition Assistance Program (food stamps); the Temporary Assistance for Needy Families (TANF) program; the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and any federal or state unemployment compensation system, which would include those receiving unemployment compensation, a high school, college, vocational school or trade school student with a valid school identification card; a person 65 years of age or older; a person who has claimed the Earned Income Tax Credit on his state or federal individual income tax return for the most recent tax year; a person receiving worker's compensation income benefits; an active military duty service member, a Reservist or a member of the National Guard while on active duty; and someone who has declared bankruptcy or is in foreclosure.

Section 3. Effective Date

This Ordinance shall take effect upon proper advertisement and 30 days after approval by the City Council and signature of the Mayor.

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded.

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

Adopted: December 18, 2012

Tommy Fortenberry, Mayor

Attest:

Cindy Russell, Interim City Clerk

New language is underlined.

Deleted language is ~~stricken~~.

Codification Instructions: Section 18 is codified and changes the code as stated.

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

ORDER NUMBER 294-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Notice of Claim for payment of services provided by Jason Lauban in the amount of two thousand four hundred dollars (\$2,400.00) is hereby approved.

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

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Russell Interim City Clerk
Date: December 12, 2012
Subject: Approval of Payment for Services provided

REQUEST:

Vaughn Lauban Designs submitted a Notice of Claim for payment of services provided. The owner, Mr. Jason Lauban, requests payment in the amount of two thousand four hundred dollars (\$2,400.00).

BACKGROUND

The City of Gautier has received a proposal from Vaughn Lauban Designs, Inc for the amount of \$4000.00. The past City Manager gave direction to the Purchasing Division to issue a purchase order for this amount to design the plans for the interior remodeling of the Public Works Building on 3/9/2011. This was charged to building improvements out of the enterprise fund. As of today, we have paid 40% down for the 1st preliminary drawing in the amount of \$1,600.00 on 5/20/11. We have received the completed drawings with an invoice for the remaining amount of \$2,400.00. The Finance Director finds that there are funds available in the contract services account from the enterprise fund. The Council could also opt for the services to be taken from the GO Bond.

DISCUSSION

The City Council should determine whether to pay remaining invoices for services rendered.

RECOMMENDATION

The City Council may:

1. Approve payment for services provided.
2. Deny payment.

If approved, Council should:

1. Authorize payment from the enterprise fund
2. Authorize payment from the GO Bond

ATTACHMENT(S):

Vaughn Lauban Designs Notice of Claim Letter

Vaughn Lauban Designs, Inc.

4850 Gautier Vancleave Rd. , Suite 5

Gautier, MS 39553

Ph. 228-497-7074

Fax 228-497-7076

To: City of Gautier
3330 Hwy 90
Gautier, Ms. 39553

RE: Notice of Claim

Mr. Ramsey:

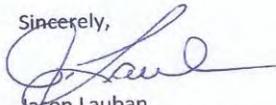
Please consider this letter a Notice of Claim pursuant to 11-46-11 MCA. I was contacted by Sidney Runnels concerning the design of plans for the remodeling of the Public Works Building. I presented a quote of \$4000.00 and was notified to proceed.

At the completion of the preliminary documents I submitted a bill of \$1600.00 which was paid. I have now completed plans and have been delivered to the City of Gautier and am now seeking payment of \$2400.00. During this process, I dealt with Sidney Runnels former City Manager and Dennis Reeves former Public Works Director.

I currently reside at 9101 Ferry Point Road in Gautier and my business address is 4850 Gautier Vancleave Rd., Suite 5.

Thank you for your prompt consideration in this matter.

Sincerely,



Jason Lauban
Vaughn Lauban Design
4850 Gautier Vancleave Rd., Suite 5
Gautier, Ms. 39553

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

ORDER NUMBER 295-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Release of Claims and Settlement Agreement between the City of Gautier and Michael D. Gray is hereby approved.

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

Motion was made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2012.

RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

WHEREAS Plaintiff/Counterdefendant Michael D. Gray (“Gray”) filed a lawsuit against the City of Gautier, Mississippi (“the City”), and the City filed a counterclaim against Gray in the United States District Court for the Southern District of Mississippi, Civil Action No. 1:10cv00506(HSO)(JMR); and

WHEREAS, Gray and the City desire to resolve all claims and cease the litigation in Civil Action No. 1:10cv00506(HSO)(JMR) pursuant to the terms of this Release of Claims and Settlement Agreement (“Agreement”);

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Gray hereby:
 - A. Agrees to the entry of a Stipulation of Dismissal, with prejudice, as well as an Order of Dismissal, with prejudice, as to the City, in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Action No. 1:10cv00506(HSO)(JMR), in which he is the Plaintiff/Counterdefendant, and the City is the Defendant/Counterplaintiff, with all parties to bear their own costs.
 - B. Releases, acquits and forever discharges the City, and its officers, agents, servants, successors, employees, past employees, insurers, and liability plans from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known or unknown, arising prior to the date of this Agreement, including, but not limited to, any damages, claims or penalties to which Plaintiff/Counterdefendant claims he may have been entitled under federal, state or local law, whether common law or statutory, or the United States Constitution, or the Mississippi Constitution, relating to or arising from the facts giving rise to the aforesaid cause of action. Plaintiff/Counterdefendant, his heirs and assigns, further agree to release and relinquish any and all claims Plaintiff/Counterdefendant has or may have had in the past under federal, state or local law, whether common law or statutory, or constitutions dealing with any actions taken by any employee or agent of the City in connection with the events which form the subject matter of Civil Action No. 1:10cv00506(HSO)(RHW). Notwithstanding the general release of all claims language set forth herein, it is understood that

Plaintiff/Counterdefendant Gray is not releasing or waiving any claim that is based on future acts including any now-unknown latent work injury/disease.

- C. Agrees to pay the City a total of Ten Thousand Dollars (\$10,000.00) to be paid according to the following terms:
 - i. One Hundred Dollars (\$100.00) per month from October, 2012 through December, 2012;
 - ii. Ten percent (10%) of his net pay beginning January, 2013;
 - iii. Beginning January, 2013, Gray will furnish the City Manager pay statements every three months showing the net amount of his compensation for the prior three month period;
 - iv. All payments to be made to the City's City Manager on or before the 15th of the month in which the payment is due; and
 - v. Any amounts received by Gray in payments from his retirement account will be subject to the ten percent (10%) payment referred to in 1(C)(ii) above.
- D. Agrees that he will not appeal the Court's grant of summary judgment against him in Civil Action No. 1:10cv00506(HSO)(JMR).
- E. Expressly agrees that the terms and conditions set forth in this Agreement shall remain confidential and that he will communicate to no one other than his own attorneys, members of his immediate family, accountant, and/or in response to a disclosure compelled in connection with tax preparation, credit application, and/or in response to subpoena and/or official inquiry by any federal or state tax authority.

2. The City hereby:

- A. The City, by and through its undersigned duly authorized counsel, hereby agrees to provide a neutral reference to any prospective employers of Gray. This neutral reference will consist only of the dates of Gray's employment with the City and his position with the City at the time of his termination.
- B. Agrees to the entry of a Stipulation of Dismissal, with prejudice, as well as an Order of Dismissal, with prejudice, as to Gray, in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Action No. 1:10cv00506(HSO)(JMR), in which Gray is Plaintiff/Counterdefendant and the City is Defendant/ Counterplaintiff, with all parties to bear their own costs.

- C. Releases, acquits and forever discharges Gray from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known or unknown, arising prior to the date of this Agreement, including, but not limited to, any damages, claims or penalties to which Defendant/Counterplaintiff claims it may have been entitled under federal, state or local law, whether common law or statutory, or the United States Constitution, or the Mississippi Constitution, relating to or arising from the facts giving rise to the aforesaid cause of action. Defendants/Counterplaintiffs further agree to release and relinquish any and all claims the City and its officers, agents, servants, successors, employees, past employees, insurers, and liability plans from any and all claims, actions, causes of action, rights, demands, debts, damages, (specifically including, but not limited to punitive damages) or accounting of whatever nature, whether known has or may have had in the past under federal, state or local law, whether common law or statutory, or constitutions dealing with any actions taken by any employee or agent of the City in connection with the events which form the subject matter of Civil Action No. 1:10cv00506(HSO)(RHW).
- D. Expressly agrees that the terms and conditions of this Agreement shall remain confidential and that the City will communicate to no one except its attorneys, accountant, and/or in response to disclosure(s) compelled in connection with tax preparation, credit application, and/or in response to subpoena and/or official inquiry by any federal or state tax authority.

3. Gray and the City (jointly referred to as “the Parties”) have denied, and continue to deny, any liability whatsoever regarding the allegations and claims against them in Civil Action No. 1:10cv00506(HSO)(JMR), and it is understood by the Parties that entry into this Agreement that it does not constitute, nor shall it be construed as, an admission by either Party of any violation whatsoever of any rights secured by the United States Constitution or any local, state or federal law. The Parties have agreed to the settlement reflected herein for the sole purpose of avoiding additional litigation costs stemming from claims that likely lack merit. The Parties understand and agree that this financial settlement is in full accordance and satisfaction of said claims, and in lieu of all related rights and remedies.

4. The Parties have negotiated this Agreement with full knowledge of its contents and effect. Each party to this Agreement expressly authorized the negotiation and execution of

this Agreement. In authorizing this Agreement's execution, no party has acted upon any promise, representation, assumption or understanding which is not expressed in this Agreement's written terms.

5. If at any time after the execution of this Agreement, it is established that either Gray or the City violated its terms, the other party shall have the right to seek appropriate relief including, but not limited to, a permanent injunction restraining the other from further violations, recovery of the amount of consideration paid, damages and costs including reasonable attorneys' fees.

6. In the event of any dispute arising under this Agreement, it is agreed that Mississippi law, and federal law, where applicable, will control the interpretation, validity, enforceability and effect of this Agreement without regard to the place of execution or the place of performance. Since this Agreement resolves claims made under federal and state law, and such claims were brought in the United States District Court for the Southern District of Mississippi, Southern Division, the Parties stipulate the United States District Court for the Southern District of Mississippi, Southern Division, has continuing jurisdiction to decide any dispute concerning a violation of its terms.

7. Gray acknowledges that before signing this Release of Claims and Settlement Agreement, he has read it, and fully understands its terms, content, and effect.

8. This Agreement represents the Parties' entire Agreement and this Agreement cancels and supersedes any and all previous written or oral agreements, representations, assumptions or understandings between them.

IN WITNESS WHEREOF, the parties have executed this Release of Claims and Settlement Agreement on this the ___ day of _____, 2012.

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

ORDINANCE NUMBER 210-2012

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2012 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2011 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

- A. The Gautier Planning Commission held a public hearing after due public notice and considered this ordinance on Thursday, December 6, 2012. The City Council conducted a public hearing on December 18, 2012.
- B. The City Council finds that the adoption of the 2012 International Building and related Codes and the 2011 National Electrical Code is necessary for the welfare and safety of the City of Gautier citizens and to insure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2012 International Building Code (excluding any portion that would be in direct conflict with the adopted City of Gautier Flood Damage Prevention Ordinance)

2012 International Residential Code (excluding Section R313 Automatic Fire Sprinkler Systems in its entirety) and Appendix E

2012 International Plumbing Code

2012 International Mechanical Code

2012 International Fire Code

2012 International Fuel Gas Code

ICC 600-2008 Standard for Residential Construction in High-Wind Regions

2011 National Electrical Code

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Motion made by Mayor Fortenberry, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

ABSENT: Johnny Jones

Adopted: December 18, 2012

Tommy Fortenberry, Mayor

Attest:

Approved as to form and legal sufficiency.

Cindy Russell,
Interim City Clerk

New language is underlined.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Babs Logan, Planning Technician
Through: Eric Meyer, Planning and Economic Development Director
Date: December 11, 2012
Subject: Consider Adoption of 2012 International Building and related Codes and the 2011 National Electrical Code (GPC #12-24-UDO)

REQUEST:

The Building and Zoning Administrator recently requested the Planning Commission forward a recommendation to Council to adopt the 2012 International Building Code along with the International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, the International Residential Code including Appendix E: Manufactured Housing Used as Dwellings, ICC 600-2008 Standard for Residential Construction in High-Wind Regions and the 2011 National Electrical Code.

The GPC held a duly noticed public hearing on December 6, 2012 regarding adoption of the new codes.

BACKGROUND:

After due public notice and a recommendation by the Planning Commission, the City Council shall hold a public hearing to consider the adoption of the above referenced Codes. The City Council may consider approval after a public hearing based on the relevant support materials, testimony at the public hearing, the GPC recommendation, and the Staff Report.

DISCUSSION:

The Codes requested to be adopted can be viewed in the Planning and Economic Development office. The attached Staff Memorandum addresses the three major changes in the 2012 International Residential Codes.

RECOMMENDATION:

The Planning Commission unanimously recommended approval to adopt the Codes as listed above. The City Council may: