

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 2, 2022 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market will be on August 13th starting at 8 a.m. until 12 p.m. at George Martin City Park.
2. Free Food Distribution will be Saturday, August 20th, beginning at 10:00am at the Singing River Mall Property. (Drive-thru, one bundle per car)
3. Tasty Thursday will be August 25th beginning at 11am at the Singing River Mall Property.

IV. Presentation Agenda

1. Recognition of Police Officer of the Year
2. Recognition of Firefighter of the year
3. Gautier Mayor's Youth Council Swearing-in Ceremony

V. Business Agenda

1. Approval of an Ordinance to assess a fee of \$1.00 for each document filed as public records pursuant to Miss. Code Ann. §25-60-5

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approve the replacement of eight (8) galvanized culverts on Simpson Drive

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to enter into a Professional Services Agreement between 46 Entertainment Inc. and the City of Gautier

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration for an Abatement at 3309 Havill Road, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Authorization of Change Order No. 4 (Summary) for the Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) and approval of the final pay application

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

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

1. Approval of Minutes from Recessed Council Meeting held July 19, 2022.
2. Receive June 2022 Finance Reports
3. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the Gautier Police Department
4. Authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier.
5. Authorization to Advertise for bid for Water Quality and Infrastructure Sewer Project- Gautier Vancleave Road (GOMESA)
6. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
7. Approval of the Wire Transfer Agreement between the City of Gautier and Community Bank of Mississippi
8. Authorization to approve and execute the Certificate of Substantial Completion for Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project

VII. STUDY AGENDA

1. Discuss Citizen Comments

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
August 2, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Farmers Market will be August 13th starting at 8 a.m. until 12 p.m. at George Martin City Park.**
2. **Free Food Distribution will be Saturday, August 20th, beginning at 10:00am at the Singing River Mall Property. (Drive-thru, one bundle per car)**
3. **Tasty Thursday will be August 25th beginning at 11am at the Singing River Mall Property.**

NOTES:

2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Recess until August 16, 2022 at 6:30pm
www.gautier-ms.gov



Come be apart of the
GAUTIER
FARMER'S
MARKET



2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



VETERANS OF FOREIGN WAR'S POST 5699 & 2132

FREE



FOOD DISTRIBUTION



SATURDAY, AUGUST 20TH

10:00 AM

**SR MALL PROPERTY
2800 HWY 90**

DRIVE-THRU

ONE BUNDLE PER CAR

**FOOD DISTRIBUTION MADE
POSSIBLE BY: VFW POST 5699 &
2132, THE CITY OF GAUTIER,
HANCOCK WHITNEY BANK AND
FEEDING THE GULF COAST**

FIRST COME FIRST SERVED WHILE SUPPLIES LAST

For More Information Call: 228-990-6780

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
August 2, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Recognition of Police Officer of the Year
2. Recognition of Firefighter of the Year
3. Gautier Mayor's Youth Council Swearing-In Ceremony

NOTES :



GAUTIER PRESENTS

TASTY

THURSDAY!

**25
AUG**

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

MANN KETTLE CORN - THE BURGER BOX, MEATBAWL'S FOOD TRUCK- NORWOODS FAMOUS SKINS, KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S GRILL & MORE, LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE, O THE PEANUT MAN, GREEK GALS YUMMIES, MR. TAMALES, THE JUICE BOX

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS



**CITY OF GAUTIER
MAYOR'S YOUTH COUNCIL
2022-2023**

Anna Grace Adams	Gautier High School
Taliah Anderson	Resurrection Catholic School
Charli Bernhardt	Gautier High School
Kerrington Borden	Gautier High School
Lillian Burnsed	Gautier High School
Carlos Cano	Resurrection Catholic School
Aleena Clayton	Gautier High School
Alyssa Faggard-Damazio	Gautier High School
Ky'Asia Freightman	Gautier High School
Skylar Gallavan	Gautier High School
Ciara Harvey	Gautier High School
Katie Jamison	Gautier High School
Wesley Job	Gautier High School
Jada Johnson	Gautier High School
Elizabeth McArthur	Gautier High School
Joy Mims	Gautier High School
Ashlyn Nguyen	Gautier High School
Ava Nguyen	Gautier High School
Autumn Nixon	Gautier High School
Madison Parker	Gautier High School
Jadyn Perkins	Gautier High School
Mayah Peterson	Gautier High School
Evan Phelps	Gautier High School
Daniel Pickens	Resurrection Catholic School
Brooke Roberts	Gautier High School
Brielle Ward	Gautier High School

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

Council Meeting:

August 2, 2022

Title:

**Approval of an Ordinance to assess a fee of \$1.00
for each document filed as a public record
pursuant to Miss. Code Ann. §25-60-5**

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

**Summary Explanation: Approval of an Ordinance to assess a fee of \$1.00 for each document
filed as a public record pursuant to Miss. Code Ann. §25-60-5.**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDINANCE NUMBER 000-2022

**AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI,
ESTABLISHING AND MAINTAINING AN ACTIVE AND CONTINUING PROGRAM
FOR MANAGEMENT OF MUNICIPAL RECORDS**

WHEREAS, the City of Gautier, Mississippi desires to participate with the Mississippi Department of Archives and History by forming a program for the disposition of records based on administrative, legal, fiscal or historical value pursuant to Miss. Code Ann. 25-60-1 *et. seq.*;

WHEREAS, the City of Gautier does further desire to assess a fee to be charged by any municipal official who accepts documents for filing as public records in the amount of \$1.00 for each document so filed and to direct that any official or employee collecting this fee shall follow the requirements of §25-60-5 Mississippi Code Annotated (1972) in the disposition of said funds.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Mayor and Council of the City of Gautier that a fee is assessed to be charged by any municipal official who accepts documents for filing as public records in the amount of \$1.00 for each document so filed, and that any official or employee collecting this fee shall follow the requirements of §25-60-5 Mississippi Code Annotated (1972) in the disposition of said funds.

IT IS FURTHER ORDAINED that a records management program be implemented, as guided by §25-60-1 *et. seq.*, and a schedule be implemented for the disposition of records based on administrative, legal, fiscal or historical value in conjunction with the Mississippi Department of Archives and History.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

Mississippi Code § 25-60-5

Records Management fee for Counties and Municipalities

(1) Except as provided in subsection **(2)** of this section, any county or municipal official or employee who accepts documents for filing as public records shall, in addition to any other fee provided elsewhere by law, collect a fee of One Dollar (\$1.00) for each document so filed. In municipalities and counties that collect Three Hundred Dollars (\$300.00) or more per month from the filing fee, the official or employee collecting the fee shall, on or before the last day of each month, deposit the avails of Fifty Cents (50¢) of the fee into the general fund of the county or municipality, as appropriate, and remit the remainder to the State Treasurer who shall deposit it to the credit of a statewide local government records management fund which is hereby created in the State Treasury. In municipalities and counties that collect less than Three Hundred Dollars (\$300.00) per month from the filing fee, the avails of Fifty Cents (50¢) of the fee shall be remitted to the State Treasurer on a quarterly basis for deposit as provided in the previous sentence. Any monies remaining in the fund at the end of a fiscal year shall not lapse into the General Fund of the State Treasury. Counties and municipalities shall expend monies derived from the fee hereinabove imposed solely to support proper management of their official records in accordance with records management standards established by the Department of Archives and History. Monies in the Local Government Records Management Fund shall be expended by the Department of Archives and History, pursuant to legislative appropriation, to support the Local Government Records Office of the department and to support a local records management grant program as funds permit.

(2) The fee provided in subsection **(1)** of this section shall not be collected in any county until the board of supervisors, by resolution spread upon its minutes, determines that it will collect the fee.

(3) Each municipality and participating county may collect the filing fee provided for in this section on filings in any court subject to their respective jurisdiction.

POTENTIAL RECORDS TO ADD THE FEE

- City Clerk: Licenses, Etc.
 - Bus driver / Vehicle for hire (taxi) licenses
 - applications
- Fire Department
 - Bonfire Permits
 - Fire Inspections
- Building Code Office
 - Building Permits / Inspections
 - Certificates of Development
 - Demolition Permits
 - Electric / Gas / Plumbing Applications / Permits / Inspections
 - Planning / Zoning Applications
 - Pre-Development Review / Applications
 - Publications for Zoning Changes / Variances
 - Tree / Landscape / Fence Permits
 - Use and Occupancy Certificates / Permits

*This list isn't exhaustive.

WHY COLLECT THE FEE

What Are the Benefits of the Fee?

- Increases revenue and provides dollars to pay for records-related expenses
- Reduces costs associated with records maintenance
- Aids in emergency preparedness and Continuity of Operations Planning (COOP)
- Provides free access to records management assistance
- Optimizes work and storage spaces in offices and vaults
- Improves access to essential records

How Can the Money Be Used?

- Purchase file folders, storage boxes, shelving, file cabinets, and other records management supplies
- Pay for records disposal services
- Rent climate controlled storage areas
- Digitization equipment & services
- Other records management expenses

The Dangers of NOT Managing Records

Costs

- Storing records no longer needed
- Staff time trying to find records when disorganized
- Liability for not having records requested
- Liability for having records that should have been disposed
 - Extra costs of discovery and potential liability for info found
- Repair and restoration of long-term / permanent records that have deteriorated
- Loss of records due to fire, weather, or other disaster
- Bad publicity from poor records management

Dangers of Storing Records in an Unmanned Facility

- Undetected structural damage (leaks, broken windows, termites, etc.)
- Damage from rodents, insects, other pests
- Break-ins and vandalism
- Disorganization of records without regular supervision
- Deterioration of records due to lack of climate control

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Approve the replacement of eight (8) galvanized culverts on Simpson Drive.

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approve the replacement of eight (8) galvanized culverts on Simpson Drive.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

WHEREAS, the Public Works Department has received numerous complaints regarding culverts failing on Simpson Drive during rain events, causing the entire street to flood; and

WHEREAS, a municipality may only perform work on the public right-of-way for the purpose of maintaining and preserving City streets and right-of-way (MS AG Op., Bobo, Aug.1994); and

WHEREAS, a municipality may also supply culverts and install the culverts in the public right-of-way for the purpose of managing the flow of water through the streets where changing conditions, such as development, have rendered the existing culverts inadequate for proper drainage of the City streets; and

WHEREAS, due to changes in developmental conditions, the City of Gautier finds that in order to preserve the public streets, the replacement of eight (8) galvanized culverts on Simpson Drive is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the replacement of eight (8) galvanized culverts on Simpson Drive is hereby approved, provided that the installation of new culverts would eliminate the road and right-of-way from flooding during rain events.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Public Works Director
Date: 07/26/2022
Subject: Replacement of Culverts on Simpson Drive

REQUEST: The Public works Department requests that City Council approve the replacement of 8 crushed and damaged galvanized metal culverts on Simpson Drive.

BACKGROUND: The Public Works Department has received numerous complaints of culverts failing on Simpson Drive during rain events, causing the entire road to flood. Clear Water Solutions has been out to clear culverts of any debris; however, the culverts are collapsed and impede the water from draining the city streets. Public Works believes that it is due to changes in conditions such as development that have rendered the existing culverts inadequate for proper drainage of the city streets.

DISCUSSION: Installation of new culverts would eliminate the road and right of way from flooding during rain events.

RECOMMENDATION: The Public Works Department recommends Council approve the replacement of the galvanized culverts to prevent flooding of Simpson Drive.

The Council May:

1. Approve the replacement of the 8 galvanized metal culverts on Simpson Drive as presented; or
2. Not approve the replacement of the galvanized culverts.

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

Council Meeting:
Title:

August 2, 2022
Authorization to enter into a Professional Services Agreement between 46 Entertainment Inc. and the City of Gautier

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to enter into a Professional Services Agreement between 46 Entertainment Inc. and the City of Gautier in regard to the design, construction and preopening of the Gautier Ampitheater

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier requires professional consulting services for the Amphitheater as an integral component of Town Commons Park; and

WHEREAS, 46 Entertainment has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, pursuant to this agreement, 46 Entertainment will provide pre-opening services including the design, construction and pre-opening marketing and related services to the City; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with 46 Entertainment for work associated with pre-opening services including the design, construction and pre-opening marketing for the Town Commons Park Amphitheater.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**PROFESSIONAL SERVICES AGREEMENT BETWEEN 46
ENTERTAINMENT INC. AND THE CITY OF GAUTIER, A MUNICIPAL
CORPORATION IN REGARD TO THE DESIGN, CONSTRUCTION AND
PREOPENING OF THE GAUTIER AMPHITHEATER**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the CITY OF GAUTIER, MISSISSIPPI, a Municipal Corporation, 3330 Highway 90, Gautier, Mississippi, 39553 (hereinafter referred to as the “CITY”), and 46 ENTERTAINMENT INC, (hereinafter referred to as “CONSULTANT”), whose principal place of business is 120 Caroline Way, Gallatin, TN 37066, on this the _____ day of _____, 2022 (“Effective Date”) as follows:

RECITALS:

WHEREAS, The CITY by and through its elected officials have determined that it is in the best interest of the CITY to construct and operate a Municipal outdoor performing arts venue (“Amphitheater”) as an integral component of the Town Commons Park; and

WHEREAS, The CITY has determined that it would enhance Town Commons Park and ensure its viability and functionality if the CITY engaged the services of a CONSULTANT experienced with the successful design and pre-opening requirements of public amphitheaters;

WITNESSETH:

NOW, THEREFORE, this Agreement is made and entered into on the Effective Date by and between the CITY and CONSULTANT, by the terms of which CONSULTANT will provide professional consulting services with respect to providing pre-opening services including the design, construction and pre-opening marketing and related services to the CITY as hereinafter specified, through individuals possessing a high degree of professional skill.

ARTICLE I DEFINITIONS

Where the following words, or pronouns used in their stead, occur herein, they shall have the respective meaning ascribed to them as follows unless the context clearly indicates otherwise:

- A. "Amphitheater" shall mean the municipal outdoor performing arts venue and related facilities located on CITY property at Town Commons Park and due for completion on _____
- B. "CITY" shall mean the CITY of Gautier, Mississippi, a Municipal Corporation or its authorized and legal representatives.
- C. "CONSULTANT" shall mean 46 Entertainment, Inc., 120 Caroline Way, Gallatin, TN 37066
- D. "Term" shall mean the term of this Agreement from the Effective date of _____, 2022 until April 1, 2022 or such time as the CITY receives its Certificate of Occupancy from its architect.

ARTICLE II DESIGN AND PRE-OPENING- SERVICE PROVIDED BY CONSULTANT

A. Final Design Phase, Bidding, Construction and Pre-Opening Services

- 1. Prior to bidding, CONSULTANT will provide Operational design review of the Amphitheater, including, but not limited to the stage house, artist and crew compounds, seating areas and those elements referenced below, coordination with the CITY'S designated architectural and engineering team and review of design documents to ensure all operational needs are met in the most efficient manner possible within the CITY'S budget.
- 2. Review design documents for traffic flow, logistical operational space usage and ancillary revenue consideration ensuring for the optimum in operational ease and revenue generation.
- 3. Provide comment and recommendations for design consideration on physical box office contemplation and provide recommendation to the CITY on operational programs that will provide for the most efficient and cost-effective operation.

4. Provide comment and recommendations for design consideration on concessions planning and service to the CITY on operational programs that will provide for the most efficient and cost-effective operation.
5. Review design and provide comment and recommendations for design consideration of administrative and production office schematics and interior layout design and provide recommendations to the CITY on operational programs for the most efficient and cost-effective use of the space.
6. Provide comment and recommendations for design consideration of dressing rooms and related production facilities for use needs; and provide recommendations to CITY on operational programs taking into consideration touring demands and requirements.
7. Coordination with the CITY'S designated architectural team and review of design document to ensure all operational needs are met, including:
 - a. Security, staging and public safety;
 - b. Guest and promoter requirements;
 - c. Event staging/setup requirements, including but not limited to electrical grid requirements and production standards within the industry;
 - d. TV/ Media broadcasting requirements; and
 - e. Video and audio system requirements
8. Provide comment and recommendations for design consideration to ensure project design issues, modifications or eliminations are addressed as related to operating budget and efficiencies, considering impact or opportunities related to:
 - a. Materials and layout;
 - b. Subcontractor services, products, supplies or operations;
 - c. Maintenance;
 - d. Housekeeping;
 - e. Event operations;
 - f. Parking; and
 - g. Sponsorship and premium seat sales.
9. Assist in the presentation and review of various design alternatives related to operational impact and provide recommendations to the CITY.
10. Review and comment on architect's in-process and completed drawings and specifications.

11. Attend City Council, City Manager, Mayor and Public Meetings as requested by the City Manager.

B. Pre-Opening Marketing Services to be performed by CONSULTANT

1. Build Marketing Vision and Marketing Plan for Amphitheater Project in conjunction with City Staff, including but not limited to:

- Provide detailed strategic report on spending of marketing budget;
- Create amphitheater branding;
- Create amphitheater logo;
- Provide social media promotion;
- Create separate website for amphitheater;
- Develop and participate in ground breaking event;
- Lead marketing strategy; and
- Provide citizen updates on construction progress.

2. Vision Casting to Agents and Gatekeepers of the Music Industry, including but not limited to:

- Continually interface with regional agents to promote the amphitheater as a venue for acts and bookings

3. Build Corporate Sponsorship Plan and Implement same, including but not limited to:

- Work with City to determine sponsorship levels and opportunities;
- Work with potential sponsors to generate interest in sponsorships;
- Assist in creation of sponsorship list, and in negotiations of sponsorship agreements; and
- Procure and negotiate beverage and food exclusivity agreements.

C. Venue Business Establishment

1. Ancillary and Retail Revenue Planning:

a. Design review of physical components of the on-site merchandise plan and provide recommendations to the CITY on the most efficient, cost-effective operation and provide for optimum revenue generation.

b. Assist with the selection of a food and beverage consultant and/or company as necessary.

c. Coordination with food and beverage consultant and/or company for the development of menu, equipment layout and planning of the food and beverage program, if applicable.

d. Coordinate physical plant, equipment and related requirements for the development of related product sales or third party branded product positions.

e. Provide consultation to help ensure the most efficient, cost-effective operation and provide for optimum revenue generation.

f. Provide assistance to CITY in the determination of a variety of operational decisions related to ancillary operations, such as:

i. Quality control management

ii. Point of sale ratios

iii. branded products

iv. Service ratios

2. Physical Plant Standards

Provide assistance and recommendations to CITY in the determination of a variety of operational issues related to the daily and long-term budgeting and planning of physical plant operations, such as:

a. Facility signage and way-finding;

b. Inventory management;

c. General maintenance and care; and

d. Capital maintenance and planning

D. Opening, Start Up and Sustainability

Lead the CITY build out effort for the Amphitheatre's operational needs, develop, plan and provide fulfillment leadership to ensure the operating capability, including:

1. Seating layout and manifest configurations
2. Permanent marking of various manifest configurations for consistent and efficient set up.
3. Coordination of vendor start up, orientations and training to meet all operational sustainability goals
4. Premium space to meet expectations of the overall management plan of the premium programs to maximize revenue opportunities while providing a first-class program and successful on-going operation.
5. Assist the CITY in establishing crossover marketing opportunities and explore all commercial marketing avenues, commercial deals and other cost-effective revenue generating programs.

E. Services Not Included

CONSULTANT is not acting as an architect or a general contractor. CONSULTANT shall not be responsible to the CITY for actual architectural work or design, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project, although CONSULTANT shall advise and consult with CITY and its architects with respect thereto. CITY acknowledges that CONSULTANT is not responsible to the CITY for the design of the project. CONSULTANT agrees that all consultations with and recommendations to CITY with respect to design decisions shall be made to assist the CITY in evaluating alternatives from the City's perspective and interest (including, without limitation, alternatives with respect to value engineering) and are not to be considered a design evaluation of the soundness or effectiveness of any particular design approach. CITY acknowledges that CONSULTANT shall not be liable to the CITY for any acts or omissions of the architect, subconsultants of the architect, general contractor or subcontractors or construction manager.

ARTICLE III COMPENSATION

A. Preopening Services

1. CONSULTANT will receive, for providing the preopening services as described in Article III hereof, the following compensation subject to the terms and conditions stated:
 - a. The sum of Six Thousand Five Hundred Dollars (\$6,500) per month beginning_____, 2022 unless otherwise terminated, shortened or extended, this Agreement shall be in place through and including the month of completion of all preopening services and all reasonable expenses as set forth herein the month of completion shall be the month wherein the CITY receives a certificate of occupancy for the Amphitheater from the CITY’S architect.
 - b. CONSULTANT will be entitled to travel expenses which will be billed at actual cost not to exceed a budget of \$5,000 per each 12-month interval following the effective date of the contract.
 - c. CITY will provide CONSULTANT a marketing budget not to exceed \$50,000.00 on a reimbursable basis for funds actually spent on marketing. The marketing budget may be increased by mutual, written agreement after 14 months, if necessary.
 - d. Any material created, composed, procured or submitted by CONSULTANT or under CONSULTANTS direction or at CONSULTANTS request from 3rd parties, in conjunction with the Service to be performed hereunder shall automatically become CITY’S property. CONSULTANT hereby assigns and transfers to CITY all the foregoing without reservation, condition or limitation and no right of any kind, nature or description is reserved by CONSULTANT. In this regard, CONSULTANT agrees to execute and agrees to cause the execution of any assignments of rights or other documents which the CITY deems necessary or desirable to vest in CITY any property being assigned to

CITY pursuant hereto. Should CONSULTANT or any of its subcontractors refuse to do so, CONSULTANT does hereby irrevocably constitute, authorize, empower, and appoint CITY as CONSULTANT'S true and lawful attorney (with full power of substitution and delegation) in CONSULTANTS (as applicable) name, and in CONSULTANT'S (as applicable) place and stead, to execute such assignments and /or other documents. The aforesaid power shall be irrevocable and coupled with an interest.

- e. It is specifically understood and agreed that any such equipment, subcontractors, and personnel selected and engaged by CONSULTANT, is subject to the prior written approval of CITY, by and through its City Manager. For purposes of written approval pursuant to this Paragraph, approval by email shall be acceptable.
- f. In the event CITY determines for whatever reason to cancel this Agreement or at any stage of design and/or construction, not to proceed with the development, construction and/or completion of Amphitheater, including but not limited to the inability to obtain financing upon terms and conditions acceptable to CITY, this Agreement shall be terminated and CONSULTANT shall be paid for services rendered and expenses incurred through the date of such termination.

2. Employees

There shall be no direct or joint employment relationship between the CITY and CONSULTANT's employees. Each party shall be solely responsible for directing and managing their respective personnel as well as meeting all legal obligations relating to such employment.

3. Elements of Compensation

The monthly fee stated herein encompasses all elements of compensation and indirect expense, including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and all telecommunications services. For the purpose of defining general overhead as referenced in this agreement, general

overhead costs are defined as all firm-wide direct salaries to cover salary overhead, all firm-wide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and expenses, attorneys' fees and legal expenses and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

4. Method of Payment

Unless otherwise indicated above, CONSULTANT will invoice the CITY monthly for payment of the monthly fee for services performed herein. The invoice format shall be satisfactory to the CITY. The CITY will remit payment to CONSULTANT on the next regular claims docket after receipt of invoice.

ARTICLE IV. LEVEL OF COMPETENCE

CONSULTANT represents and warrants to the CITY that it and all of its employees are fully qualified and competent to perform all services required herein and that to the extent required, CONSULTANT has or will secure at its own expenses, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

ARTICLE V. NATURE OF RELATIONSHIP

It is agreed and understood that CONSULTANT and CONSULTANT'S relationship to City is that of an independent contractor. Accordingly, CONSULTANT shall be responsible for payment of all taxes and insurance applicable under existing laws, including, but not limited to, social security taxes, and federal, state and city income taxes. CONSULTANT warrants that CONSULTANT will make all necessary payments due appropriate governmental agencies to comply with the foregoing and indemnify and hold harmless CITY against claims, liabilities, costs, or expenses that may arise out of breach of the foregoing. Neither CONSULTANT nor CONSULTANT'S employees or subcontractors shall have any claim against CITY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

ARTICLE VI. RECORDS AND INSPECTIONS

CONSULTANT shall maintain complete and accurate records with respect to all matters performed pursuant to this Agreement. The CITY shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of CONSULTANT. Promptly upon the CITY's request, all documents, materials, information and writings and all copies thereof provided by the CITY to CONSULTANT directly or indirectly shall be returned by CONSULTANT to the CITY (if applicable).

ARTICLE VII. APPLICABLE LAWS

CONSULTANT shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of CONSULTANT to the CITY. The Scope of Services as defined herein and as provided by CONSULTANT are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this

Agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by CONSULTANT into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of CONSULTANT, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of CONSULTANT to promptly notify CITY of any such changes in state or federal laws or regulations or requirements which would affect its scope of services or level of effort.

ARTICLE VIII. INDEMNIFICATION

CONSULTANT, as indemnitor, its/his successors and assigns or any of them, shall fully and completely and do at all times sufficiently save, release, defend, keep harmless and indemnify CITY, its officers, agents, employees, affiliates, successors and assigns of and from any and all loss, damage, cost, charge, liability or exposure, including Court costs and attorney's fees directly or indirectly arising out of, by virtue of, associated with or in connection with the operation, production, execution, or performance of CONSULTANT'S activities, including but not limited to, the actions of CONSULTANT, or any other person under the direction of CONSULTANT in connection with the Event. CONSULTANT further agrees that this indemnification shall survive the termination or expiration of this Agreement and the completion of the Services.

ARTICLE IX. CONFLICTS OF INTEREST

CONSULTANT represents and warrants to the CITY that neither it nor its employees are aware of any conflict of interest which exists or could arise by means of its provision of services to the CITY pursuant to the terms and conditions of this Agreement. This is a personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the CITY in regard to the subject matter of this Agreement or the performance of services pursuant to the terms and conditions hereof.

Provided however, CONSULTANT is not required to render exclusive

services to the CITY or to devote the entire time of CONSULTANT's firm to providing services to the CITY pursuant to this agreement. Nothing herein shall be construed as limiting CONSULTANT's right to pursue business interests or to represent other persons or events that would not otherwise be in competition with the Amphitheater and/or a Major Event at the Amphitheater. The term "competition" as used herein shall mean engaging in business interests and/or representing other persons or events related to the subject matter of this Agreement within a radius of 200 miles of the corporate boundaries of the CITY.

These provisions shall survive the term of this Agreement for a period of one (1) year from the date that the CITY receives a Certificate of Completion of the Amphitheater from the CITY's architect or from the date the Agreement is terminated by the CITY whichever occurs first, unless this Agreement is terminated by the CITY for cause, including but not limited to, a violation of these Conflicts of Interests provisions whereby these provisions shall survive the term of this Agreement for a period of three (3) years from the termination of the Agreement by the CITY.

The CONSULTANT acknowledges that in the event of a breach of the Conflicts of Interests provisions herein, the CITY shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.

ARTICLE X. TERMINATION

Notwithstanding the provisions herein, either party shall have the right to terminate this Agreement in the event of a material breach of any terms herein. Should this Agreement be terminated by CITY, CONSULTANT shall be paid for all services rendered under this Agreement through the date of termination. In the event of such a termination for cause, all work product of Consultant will be the property of City, and consultant will deliver same to City in a prompt fashion.

ARTICLE XI. CONFIDENTIALITY

CONSULTANT recognizes, understands and agrees that by reason of its and CONSULTANT'S Services hereunder CONSULTANT will acquire confidential information and trade secrets. It is stipulated and agreed that all information relative to the Services and to the activities of CITY and any of its affiliates which is of a secret or confidential nature, including but not limited to contracts, customers, financial information, plans, intentions, technical and production know-how, developments, inventions processes, administrative procedures or dealings with third parties, is the exclusive property of CITY, and CONSULTANT shall not during the Term of this Agreement or thereafter disclose, or use for the benefit of the CONSULTANT, or others, any such information so long as the secret or confidential nature is preserved by CITY. Nothing in this Article shall prevent CONSULTANT subsequent to the termination or expiration of this Agreement from using and availing itself of its general technical skills, knowledge and experience.

ARTICLE XII. NOTICES/PARTIES' REPRESENTATIVES

The representative of the CITY for this Agreement shall be City Manager, Paula Yancey and City Clerk, Teresa Montgomery, or their Successors in office, 3330 Highway 90, Gautier, MS 39553. The representative of CONSULTANT for this Agreement shall be Nathan Baugh 46 Entertainment, Inc., 120 Caroline Way, Gallatin, TN 37066.

All notices, bills, invoices and reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the named representative.

ARTICLE XIII. REPRESENTATIVE CAPACITY

While CONSULTANT's role will be that of CONSULTANT to the CITY, CONSULTANT shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the CITY. CONSULTANT shall not have the authority to bind or obligate the CITY, its officers, agents or employees. All Agreements, contracts or other evidence of obligation shall not be valid unless duly executed by the City Manager, with approval of the Gautier City Council.

ARTICLE XIV. TIME OF THE ESSENCE

CONSULTANT agrees and understands that time is of the essence in the performance of this Agreement. CONSULTANT shall commence, carry on and complete the project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the work, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on within the CITY.

ARTICLE XV. MISCELLANEOUS

A. Capacity.

Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to

acquire and accept the same. The CONSULTANT acknowledges that to the extent of the term of this Agreement extends beyond the current term of the current governing authority, same is not binding on any successor authority unless the same is duly ratified and approved by such successor governing authority.

3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That each party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge, against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

8. Under the provisions of the Constitution and laws of the State of Mississippi, each party has the power to consummate the transactions contemplated by this Agreement.
9. Each party represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Mississippi, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - a. Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights.
 - b. General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
12. Under the provisions of the Constitution and laws of the State of Mississippi, each party has the power to consummate the transactions contemplated by this Agreement.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts. The venue for any action or proceeding brought by any party against the other shall be in the County of Jackson in the State of Mississippi.

B. Waiver.

Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

C. Prohibition on Assignment and Delegation.

No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

D. Third Party Beneficiaries.

It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

E. Final Integration.

This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

F. Force Majeure.

Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of

God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

G. Amendment in Writing.

This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect, except by a further agreement in writing, properly executed by all of the parties.

H. Binding Effect.

This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

I. Captions.

The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and do not define, describe, extend or limit the scope or intent of this Agreement.

J. Construction.

This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

K. Severability.

Each provision of this Agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

L. No Personal Liability.

No present or future official, officer or employee of the CITY shall ever be personally liable for the performance of any obligations hereunder.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

THE CITY:
CITY OF GAUTIER,
A MUNICIPAL CORPORATION

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this instrument has been executed in multiple originals in the presence of the undersigned witness, as _____, this _____ day of _____, 2022.

Consultant:
46 Entertainment, Inc.

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named 46 ENTERTAINMENT INC, who being by me duly sworn, states on oath that they signed the above and foregoing Professional Services Agreement in regard to the design, construction, and preopening of the Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day
of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, this instrument has been executed in multiple originals in the presence of the undersigned witness, as _____, this _____ day of _____, 2022.

City of Gautier:

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named the City of Gautier, who being by me duly sworn, states on oath that they signed the above and foregoing Professional Services Agreement in regard to the design, construction, and preopening of the Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day
of _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:

August 2, 2022

Title:

Consideration for an Abatement at 3309 Havill Road, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Consideration for an Abatement at 3309 Havill Road, Gautier, MS
(Janice Gautier) (PID #81831190.000)**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about August 2, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 3309 Havill Road, Gautier, MS, PID #81831190.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the abandoned property located at 3309 Havill Road, Gautier, MS 39553, by removing the rubbish, trash, and debris; to cut and maintain the grass; and to secure doors at the abandoned property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/26/2022
Subject: Consider Abatement of 3309 Havill Road, Gautier, MS (Janice Gautier)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris; to cut and maintain the grass; and to secure doors at the abandoned property of 3309 Havill.

BACKGROUND:

DISCUSSION:

After the owner entered a nursing home and the house became abandoned, two large piles of rubbish, trash, and debris were dumped in the front of the house. The piles are viewable from the street, and both debris piles are covered in cat urine. The ammonia odor emanating from the piles is so strong that the code enforcement officer began coughing when he got about 5 feet near the piles. And he was wearing a covid mask. The grass is overgrown and has been for at least 4 months. Both doors on the front of the house are open and unsecured.

An abatement notice was sent to the owner but was returned to sender and marked "vacant" by the US Post Office. The abatement hearing sign has been posted on the property since July 12, 2022. Two attempts were made to contact a known relative of this property, but no contact was made with or returned from the relative. There has been no tax sale history on this property, and the property taxes are current.

The decision has been made to remove the viewable rubbish, trash and debris from this property due to having no response from the owner or relative. The rubbish, trash, and debris is causing a menace to neighborhood residents, two of whom have requested assistance from the City to clean this property and ensure the safety of the neighborhood.

All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property to remove any items that detract from the welfare of the neighbors and other residents on the street, to cut and maintain the grass, and to secure the doors.

RECOMMENDATION:

The Code Enforcement Office requests that City Council approve this abatement as requested in this memo and in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.
Collect the cost through Civil proceedings.
Add \$1,500.00 or 50% to either of the above collection methods.

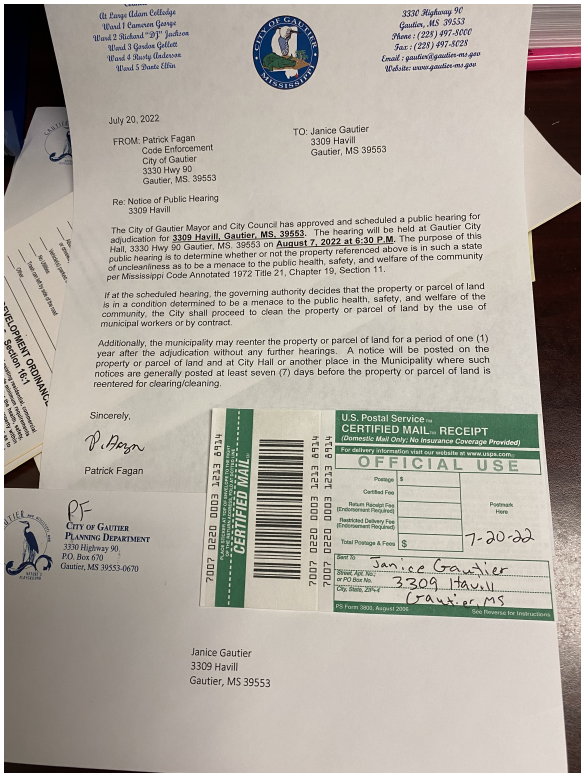
ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information

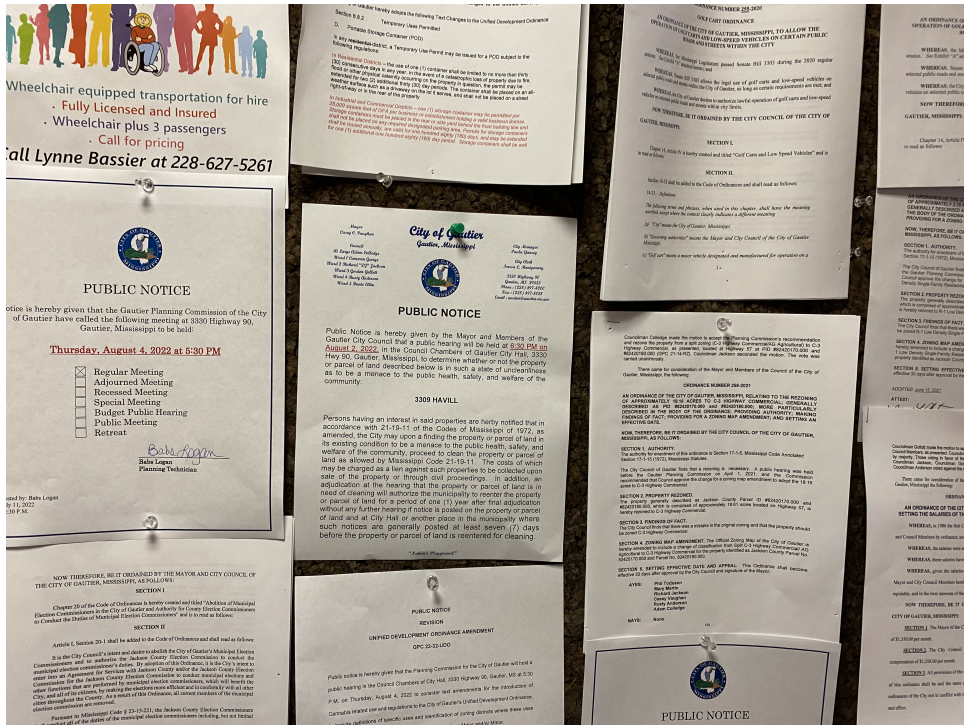
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Memorandum Public Hearing

3309 HAVILL RD ABATEMENT

POSTINGS & NOTICES



The letter was "returned to sender" by USPS and marked as "vacant".



ABATEMENT PICTURES







PARCEL & TAX INFORMATION

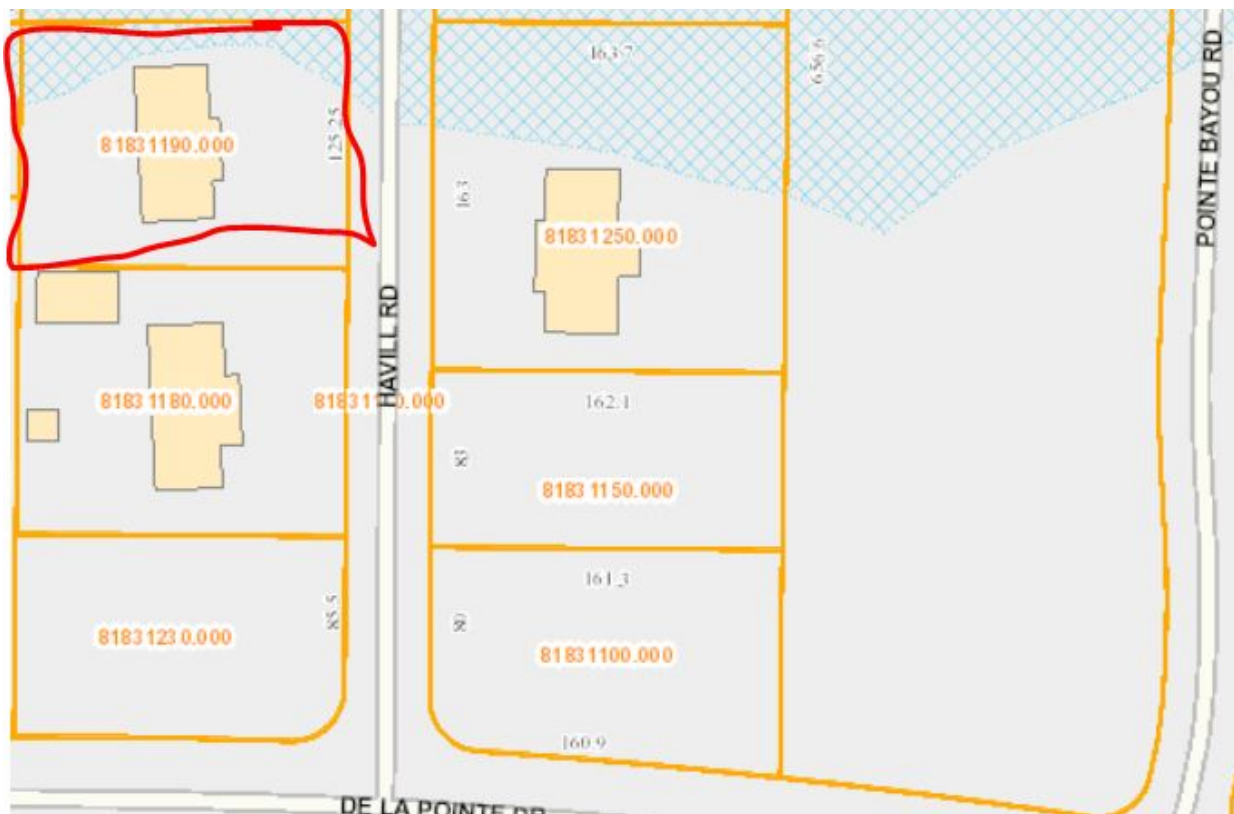
JACKSON COUNTY, MS

Current Date 7/26/2022

Tax Year 2021

Records Last Updated 7/26/2022

PROPERTY DETAIL			
OWNER	GAUTIER JANICE A	ACRES : .43	
	3309 HAVILL RD	LAND VALUE : 11390	
		IMPROVEMENTS : 53830	
	GAUTIER MS 39553	TOTAL VALUE: 65220	
		ASSESSED : 6522	
PARCEL	81831190.000		
ADDRESS	3309 HAVILL		
TAX INFORMATION			
YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL COM SWC SEC 31 E 1320' N 1449'		



*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

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



*City Clerk
Teresa L. Montgomery*

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

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on August 2, 2022**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

3309 HAVILL

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

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

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



*City Clerk
Teresa L. Montgomery

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

July 20, 2022

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

TO: Janice Gautier
3309 Havill
Gautier, MS 39553

Re: Notice of Public Hearing
3309 Havill

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **3309 Havill, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **August 2, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: July 20, 2022
Subject: 3309 Havill (Remove Trash & Debris, Cut, and Secure Property)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris; to cut and maintain the grass; and to secure doors at the abandoned property of 3309 Havill.

DISCUSSION:

After the owner entered a nursing home and the house became abandoned, two large piles of rubbish, trash, and debris were dumped in the front of the house. The piles are viewable from the street, and both debris piles are covered in cat urine. The ammonia odor emanating from the piles is so strong that the code enforcement officer began coughing when he got about 5 feet near the piles. And he was wearing a covid mask. The grass is overgrown and has been for at least 4 months. Both doors on the front of the house are open and unsecured.

An abatement notice was sent to the owner but was returned to sender and marked "vacant" by the US Post Office. The abatement hearing sign has been posted on the property since July 12, 2022. Two attempts were made to contact a known relative of this property, but no contact was made with or returned from the relative. There has been no tax sale history on this property, and the property taxes are current.

The decision has been made to remove the viewable rubbish, trash and debris from this property due to having no response from the owner or relative. The rubbish, trash, and debris is causing a menace to neighborhood residents, two of whom have requested assistance from the City to clean this property and ensure the safety of the neighborhood.

All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property to remove any items that detract from the welfare of the neighbors and other residents on the street, to cut and maintain the grass, and to secure the doors.

RECOMMENDATIONS:

The Code Enforcement Office requests that City Council approve this abatement as requested in this memo and in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a lien against the property to be collected upon sale of the property.
Collect the cost through Civil proceedings.
Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

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

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

August 2, 2022
Authorization of Change Order No. 4 (Summary)
for the Spanish Trail/Gautier Vancleave Road
Sewer Improvements Project (RESTORE) and
approval of the final pay application

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Authorization of Change Order No. 4 (Summary) for the Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) and approval of the final pay application in the amount of \$285,029.29.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

WHEREAS, Change Order No. 4 (Summary) increases the contract amount by \$39,060.40, with the new contract amount totaling \$1,976,536.39; and

WHEREAS, Change Order No. 4 will not increase the contract duration; and

WHEREAS, the increase is due to quantity adjustments that were largely weather-related (excess rainfall and standing water in ditches led to increased amounts of select fill) and the addition of a manhole and an emergency sewer tie-in. This portion of the change order will increase the contract amount by \$39,060.40 and will be incurred entirely by the City; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Seymour Engineering has reviewed the final change order and recommends approval of Change Order 4 (Summary); and

WHEREAS, Seymour Engineering has reviewed the final pay application and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 4 (Summary); and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 4 (Summary) and the final pay application in the amount of \$285,029.29 for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants & Projects Director
Date: July 28, 2022
Subject: Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) — Change Order No. 4 (Summary) and Final Pay Application

REQUEST:

The Grants and Projects Department requests City Council authorization of Change Order No. 4 (Summary) for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) and approval of the final pay application in the amount of \$285,029.29.

BACKGROUND:

The City of Gautier was awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city installed a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines were installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

Change Order No. 4 (Summary) serves to increase the contract amount by \$39,060.40. This increase is due to quantity adjustments that were largely weather-related (excess rainfall and standing water in ditches led to increased amounts of select fill) and the addition of a manhole and an emergency sewer tie-in.

The total quantity underrun was \$97,695, and the total quantity overrun was \$136,755.40, leading to a \$39,060.40 increase for this summary change order. This change order will not increase the contract time. If approved, the new contract amount would be \$1,976,536.39.

Seymour Engineering has reviewed the final change order and the final pay application and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize Change Order No. 4 (Summary) for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project and approve the final pay application in the amount of \$285,029.29.

The City Council may:

1. Authorize Change Order No. 4 (Summary) and approve the final pay application, as presented; or
2. Not authorize Change Order No. 4 (Summary) and approve the final pay application, as presented.

ATTACHMENT(S):

1. Change Order No. 4 (Summary)
2. Pay Application 13 (Final)



July 28, 2022

April Stennett
City of Gautier
3330 US Highway 90
Gautier, MS 39553

RE: Pay Application #13 (Final)
Old Spanish Trail Wastewater System Upgrades
DNA Underground LLC

Dear Mrs. Stennett,

Enclosed, please find Pay Application #13 (Final) to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the Council pay DNA Underground LLC in the amount of \$285,029.29. The Final Pay App includes retainage. Please do not hesitate to contact me should you have any questions.

Respectfully,

SEYMOUR ENGINEERING

Matthew Holt
Resident Project Representative/Project Manager

Enclosures: DNA Underground Pay Application #13 (Final)

Contractor's Application for Payment No. 13 REVISED

Application 4/21/22 - 6/30/22		Application Date: 7/26/2022
To City of Gautier	From (Contractor): DNA Underground LLC	Via (Engineer): Seymour Engineering 925 Tommy Munro Drive, Suite G Biloxi, MS 39532
Project: Old Spanish Trail Wastewater System Upgrades	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application for Payment Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$45,875.99	
2	\$17,950.00	
3	\$34,890.00	
4 (summary)	\$39,060.40	
TOTALS		\$137,776.39
NET CHANGE BY CHANGE ORDERS		\$137,776.39

1. ORIGINAL CONTRACT PRICE..... \$ \$1,838,760.00

2. Net change by Change Orders..... \$ \$137,776.39

3. Current Contract Price (Line 1 ± 2)..... \$ \$1,976,536.39

4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ \$1,976,536.39

5. RETAINAGE:

a. X \$1,976,536.39 Work Completed..... \$

b. 5% X Stored Material..... \$

c. Total Retainage (Line 5.a + Line 5.b)..... \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$1,976,536.39

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$1,691,507.10

8. AMOUNT DUE THIS APPLICATION..... \$ \$285,029.29

9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

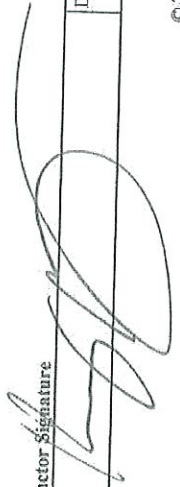
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

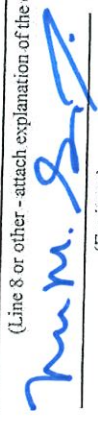
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: 

Date: 7/26/22

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) (Date) 7-28-22

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Old Spanish Trail Wastewater System Upgrades										Application Number: 13 REVISED			
Application Period: 4/21/22 - 6/30/22										Application Date: 26-Jul-22			
A		B				C	E	C	D	E	F		
Bid Item No.	Item Description	Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)								
1	Mobilization	1	LS	\$ 110,000.00	\$ 110,000.00	0.833	\$ 91,850.00	0.165	\$18,150.00		\$110,000.00	100.0%	\$ -
2	Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	0.934	\$ 37,360.00	0.066	\$2,640.00		\$40,000.00	100.0%	\$ -
3	Silt Fence	4350	LF	\$ 2.00	\$ 8,700.00	4350	\$ 8,700.00				\$8,700.00	100.0%	\$ -
4	Wattles (20" Diameter)	550	LF	\$ 5.00	\$ 2,750.00	550	\$ 2,750.00				\$2,750.00	100.0%	\$ -
5	Clearing & Grubbing	2	AC	\$ 3,500.00	\$ 7,000.00	2	\$ 7,000.00				\$7,000.00	100.0%	\$ -
6	Plant Establishment-Hydroseed & Fertilizer	2	AC	\$ 4,500.00	\$ 9,000.00	2	\$ 9,000.00	1.57	\$7,065.00		\$16,065.00	178.5%	\$ (7,065.00)
7	Dewatering	10	DAYS	\$ 1,000.00	\$ 10,000.00	10	\$ 10,000.00				\$10,000.00	100.0%	\$ -
8	Select Fill (Class 9)	1080	CY	\$ 12.00	\$ 12,720.00	2180	\$ 26,160.00				\$26,160.00	205.7%	\$ (13,440.00)
9	Limestone (810)	305	CY	\$ 80.00	\$ 24,400.00	226	\$ 18,080.00	39	\$3,120.00		\$21,200.00	86.9%	\$ 3,200.00
10	8" PVC Sewer Pipe - SDR 26 (8'-10' Deep)	120	LF	\$ 36.00	\$ 4,320.00	20	\$ 720.00	120	\$4,320.00		\$5,040.00	116.7%	\$ (720.00)
11	21" PVC Sewer Pipe - SDR 26 (6'-8' Deep)	350	LF	\$ 63.00	\$ 22,750.00	393	\$ 25,545.00				\$25,545.00	112.3%	\$ (2,795.00)
12	24" PVC Sewer Pipe - SDR 26 (0'-6' Deep)	365	LF	\$ 75.00	\$ 27,375.00	282	\$ 21,150.00				\$21,150.00	77.3%	\$ 6,225.00
13	24" PVC Sewer Pipe - SDR 26 (6'-8' Deep)	2085	LF	\$ 80.00	\$ 166,800.00	1950	\$ 156,000.00				\$156,000.00	93.5%	\$ 10,800.00
14	24" PVC Sewer Pipe - SDR 26 (8'-10' Deep)	1270	LF	\$ 83.00	\$ 107,950.00	1270	\$ 107,950.00				\$107,950.00	100.0%	\$ -
15	24" PVC Sewer Pipe - SDR 26 (10'-12' Deep)	80	LF	\$ 90.00	\$ 7,200.00	80	\$ 7,200.00				\$7,200.00	100.0%	\$ -
16	24" PVC SDR 26 Sewer Pipe in Casing	110	LF	\$ 100.00	\$ 11,000.00	130	\$ 13,000.00				\$13,000.00	118.2%	\$ (2,000.00)
17	24" Ductile Iron Sewer Pipe, Creek Crossing (Including Fittings)	60	LF	\$ 275.00	\$ 16,500.00	60	\$ 16,500.00				\$16,500.00	100.0%	\$ -
18	4" PVC Sewer Pipe - SDR 26 (Including Fittings)	340	LF	\$ 20.00	\$ 6,800.00	340	\$ 6,800.00				\$6,800.00	100.0%	\$ -
19	4" Sanitary Sewer Cleanout	2	EA	\$ 450.00	\$ 900.00	4	\$ 1,800.00				\$1,800.00	200.0%	\$ (900.00)
20	Tie New Service Line into Existing Sewer Service (All Sizes)	2	EA	\$ 400.00	\$ 800.00	2	\$ 800.00				\$800.00	100.0%	\$ -
21	Connect New Service Line into Existing Sewer Cleanout (All Sizes)	1	EA	\$ 400.00	\$ 400.00	1	\$ 400.00	1	\$400.00		\$800.00	200.0%	\$ (400.00)
22	4" HDPE Sanitary Sewer Service Line Directional Bore (Including Fittings)	120	LF	\$ 56.00	\$ 6,720.00	240	\$ 13,440.00				\$13,440.00	200.0%	\$ (6,720.00)
23	24" X 4" Service Wye	3	EA	\$ 2,750.00	\$ 8,250.00	4	\$ 11,000.00				\$11,000.00	133.3%	\$ (2,750.00)
24	24" X 6" Service Wye	1	EA	\$ 3,300.00	\$ 3,300.00	2	\$ 6,600.00				\$6,600.00	200.0%	\$ (3,300.00)
25	24" X 8" Service Wye	1	EA	\$ 3,450.00	\$ 3,450.00	1	\$ 3,450.00				\$3,450.00	100.0%	\$ -
26	6" PVC Sewer Pipe - SDR 26 (Including Fittings)	30	LF	\$ 38.00	\$ 1,140.00	30	\$ 1,140.00	77	\$2,926.00		\$4,066.00	356.7%	\$ (2,926.00)
27	6" HDPE Sanitary Sewer Service Line Directional Bore (Including Fittings)	30	LF	\$ 89.00	\$ 2,670.00	60	\$ 5,340.00				\$5,340.00	200.0%	\$ (2,670.00)
28	10" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	710	LF	\$ 35.00	\$ 24,850.00		\$ -						\$ 24,850.00
29	10" HDPE Sanitary Sewer Force Main Directional Bore (Including Fittings)	30	LF	\$ 158.00	\$ 4,740.00	30	\$ 4,740.00				\$4,740.00	100.0%	\$ -
30	12" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	435	LF	\$ 52.00	\$ 22,620.00		\$ -	435	\$22,620.00		\$22,620.00	100.0%	\$ -
31	12" HDPE Sanitary Sewer Force Main Directional Bore (Including Fittings)	30	LF	\$ 198.00	\$ 5,940.00	30	\$ 5,940.00				\$5,940.00	100.0%	\$ -
32	14" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	60	LF	\$ 50.00	\$ 3,000.00		\$ -	64	\$3,200.00		\$3,200.00	106.7%	\$ (200.00)
33	Tie into Existing 14" Sanitary Sewer Force Main (Including Fittings)	1	EA	\$ 9,300.00	\$ 9,300.00		\$ -	1	\$9,300.00		\$9,300.00	100.0%	\$ -
34	Tie Existing 6" & 10" Force Main with New 12" Force Main (Including Fittings)	1	EA	\$ 8,450.00	\$ 8,450.00		\$ -	1	\$8,450.00		\$8,450.00	100.0%	\$ -
35	Tie 10" Force Main into Existing 10" Force Main (Including Fittings)	1	EA	\$ 3,425.00	\$ 3,425.00		\$ -	1	\$3,425.00		\$3,425.00	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Old Spanish Trail Wastewater System Upgrades											Application Number: 13 REVISED			
Application Period: 4/21/22 - 6/30/22											Application Date: 26-Jul-22			
A					B		C	E	C	D	F			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)	
36	Lift Station (Including Wet Well, Valve Pit, Control Panel, All Piping, Appurtenances, Shoring & Dewatering)	1	EA	\$ 280,650.00	\$ 280,650.00	1	\$ 280,650.00							
37	36" Steel Casing - Jack & Bore	110	LF	\$ 675.00	\$ 74,250.00	130	\$ 87,750.00				\$280,650.00	100.0%	\$ -	
38	Sewer Manhole (0'-6" Deep)(60" Diameter)	2	EA	\$ 5,300.00	\$ 10,600.00	2	\$ 10,600.00	-1	-\$5,300.00		\$87,750.00	118.2%	\$ (13,500.00)	
39	Sewer Manhole (6'-8" Deep)(60" Diameter)	5	EA	\$ 6,700.00	\$ 33,500.00	4	\$ 26,800.00	-1	-\$6,700.00		\$5,300.00	50.0%	\$ 5,300.00	
40	Sewer Manhole (8'-10' Deep)(60" Diameter)	5	EA	\$ 7,500.00	\$ 37,500.00	8	\$ 60,000.00				\$20,100.00	60.0%	\$ 13,400.00	
41	Sewer Doghouse Manhole (10'-12' Deep)(60" Diameter)	3	EA	\$ 8,750.00	\$ 26,250.00	2	\$ 17,500.00	2	\$17,500.00		\$60,000.00	160.0%	\$ (22,500.00)	
42	Tie into Existing Manhole (All Sizes)	3	EA	\$ 2,500.00	\$ 7,500.00		\$ -	3	\$7,500.00		\$35,000.00	133.3%	\$ (8,750.00)	
43	Abandon Existing Manhole	10	EA	\$ 300.00	\$ 3,000.00		\$ -	10	\$3,000.00		\$7,500.00	100.0%	\$ -	
44	Sawcut Existing Roads & Driveways (All Depths)	880	LF	\$ 7.00	\$ 4,620.00	440	\$ 3,080.00	326	\$2,282.00		\$3,000.00	100.0%	\$ -	
45	2" Asphalt Surface Course	320	SY	\$ 22.00	\$ 7,040.00		\$ -	727	\$15,994.00		\$5,362.00	116.1%	\$ (742.00)	
46	4" Asphalt Base Course	320	SY	\$ 44.00	\$ 14,080.00		\$ -	413	\$18,172.00		\$15,994.00	227.2%	\$ (8,954.00)	
47	Remove & Replace 15" CPP	110	LF	\$ 50.00	\$ 5,500.00	115	\$ 5,750.00	65	\$3,250.00		\$18,172.00	129.1%	\$ (4,092.00)	
48	Remove & Replace 36" CPP	130	LF	\$ 70.00	\$ 9,100.00	130	\$ 9,100.00	10	\$700.00		\$9,000.00	163.6%	\$ (3,500.00)	
49	Remove & Replace 48" CPP	60	LF	\$ 90.00	\$ 5,400.00	60	\$ 5,400.00				\$9,800.00	107.7%	\$ (700.00)	
50	Remove & Replace Rip Rap	200	TON	\$ 80.00	\$ 16,000.00	184.31	\$ 14,744.80	31.62	\$2,529.60		\$5,400.00	100.0%	\$ -	
51	Repair Concrete Headwall	20	CY	\$ 300.00	\$ 6,000.00	40.37	\$ 12,111.00	6.63	\$1,989.00		\$17,274.40	108.0%	\$ (1,274.40)	
52	Replace 4" Concrete Sidewalk	25	SY	\$ 50.00	\$ 1,250.00	15	\$ 750.00	10	\$500.00		\$14,100.00	235.0%	\$ (8,100.00)	
53	Replace 6" Curb & Gutter	24	LF	\$ 35.00	\$ 840.00	132	\$ 4,620.00	-132	-\$4,620.00		\$1,250.00	100.0%	\$ -	
54	Water Main Adjustment	5	EA	\$ 500.00	\$ 2,500.00	3	\$ 1,500.00				\$ -		\$ 840.00	
55	Cap Existing Force Main (All Sizes, Including Fittings)	5	EA	\$ 800.00	\$ 4,000.00		\$ -	3	\$2,400.00		\$1,500.00	60.0%	\$ 1,000.00	
56	Plug Existing Gravity Sewer Line (All Sizes)	6	EA	\$ 300.00	\$ 1,800.00		\$ -	6	\$1,800.00		\$2,400.00	60.0%	\$ 1,600.00	
57	Water Service Line Adjustment	5	EA	\$ 400.00	\$ 2,000.00		\$ -				\$1,800.00	100.0%	\$ -	
58	Remove & Replace Chain Link Fence	85	LF	\$ 35.00	\$ 2,975.00		\$ -	140	\$4,900.00		\$ -		\$ 2,000.00	
Additive Alternate 1											\$4,900.00	164.7%	\$ (1,925.00)	
1	CIPP 8" VCP	6875	LF	\$ 32.00	\$ 220,000.00	7401	\$ 236,832.00				\$236,832.00	107.7%	\$ (16,832.00)	
2	CIPP 10" VCP	385	LF	\$ 38.00	\$ 14,630.00	385	\$ 14,630.00				\$14,630.00	100.0%	\$ -	
3	Line Interior of Manholes	31	EA	\$ 1,725.00	\$ 53,475.00	31	\$ 53,475.00				\$53,475.00	100.0%	\$ -	
4	Point Repairs	2	EA	\$ 4,750.00	\$ 9,500.00	2	\$ 9,500.00				\$9,500.00	100.0%	\$ -	
Additive Alternate 2														
1	CIPP 8" VCP	7040	LF	\$ 32.00	\$ 225,280.00	6130	\$ 196,800.00				\$196,800.00	87.4%	\$ 28,480.00	
2	Line Interior of Manholes	30	EA	\$ 1,325.00	\$ 39,750.00	29	\$ 38,425.00	1	\$1,325.00		\$39,750.00	100.0%	\$ -	
4	Point Repairs	3	EA	\$ 4,850.00	\$ 14,550.00	3	\$ 14,550.00				\$14,550.00	100.0%	\$ -	
Change Order 1														
	Manhole Connection Drop, bypassing, increase LS valve vault	1	LS	\$ 8,275.00	\$ 8,275.00		\$ -	1	\$8,275.00		\$8,275.00	100.0%	\$ -	
	Material Claim	1	LS	\$ 37,600.99	\$ 37,600.99	1	\$ 37,600.99				\$37,600.99	100.0%	\$ -	
Change Order 2														
	Odor Control Scrubber Unit	1	LS	\$ 17,950.00	\$ 17,950.00	1	\$ 17,950.00				\$17,950.00	100.0%	\$ -	
Change Order 3														

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Old Spanish Trail Wastewater System Upgrades										Application Number: 13 REVISED			
Application Period: 4/21/22 - 6/30/22										Application Date: 26-Jul-22			
A					B		C	E	C	D	E		
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	F		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
CO3-1	Added 48" Diameter Doghouse Manhole to Connect Existing Sewer Main to SMH 8, plus 30 LF of 8" Gravity Sewer	1	LS	\$ 9,200.00	\$ 9,200.00		\$ -	1	\$9,200.00		\$9,200.00	100.0%	\$ -
CO3-2	Added 21" X 6" Tee Wye	1	EA	\$ 3,890.00	\$ 3,890.00		\$ -	1	\$3,890.00		\$3,890.00	100.0%	\$ -
CO3-3	Added 2' riser to SMH 12 and 13, added 3' and 2' riser to SMH 14 to prevent water from entering SMH	1	LS	\$ 9,000.00	\$ 9,000.00		\$ -	1	\$9,000.00		\$9,000.00	100.0%	\$ -
CO3-4	Added 2' riser for SMH 4-9-10 and 11 to prevent surface water from entering SMH	1	LS	\$ 8,700.00	\$ 8,700.00		\$ -	1	\$8,700.00		\$8,700.00	100.0%	\$ -
CO3-5	Added 4' riser for SMH 15 to prevent surface water from entering SMH	1	LS	\$ 4,100.00	\$ 4,100.00		\$ -	1	\$4,100.00		\$4,100.00	100.0%	\$ -
Change Order 4													
	Summary Change Order	1	LS	\$ 39,060.40	\$ 39,060.40			1	\$39,060.40				
Totals					\$ 1,976,536.39		\$ 1,780,533.79		\$235,063.00		\$1,976,536.39	100.0%	\$ -

Change Order**OWNER:**

The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 4 (Summary)**DATE:** July 26, 2022**CONTRACTOR:**

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE:** City of Gautier Old Spanish
Trail Wastewater System Upgrades**SUMMARY:**

This Change Order serves to increase the contract amount to reflect the actual amount based on actual quantities installed in the field according to the unit price contained on the Contractor's Bid Proposal. As expected, there were few unknowns which were uncovered as work proceeded to construct and install the new wastewater system upgrades. As work progressed while installing the lift station, sewer main and manholes, a surplus of rain and ditches that held a significant level of water were major factor of inadequate working conditions. The amount of rain and ditches holding water caused the contractor to use a larger quantity of select fill, to adequately install the new system. Manhole 7a, near the funeral home, was added to account for unknown utilities. Additionally, there was an unknown sewer tie-in serving Harbor Freight on Hwy 90, and an emergency tie-in was executed to fix this issue. The emergency tie-in added quantities for limestone, asphalt, 8" pipe and tie-in to existing manholes line items. With that said, this Change Order will increase the contract amount by \$39,060.40

THE CONTRACT AMOUNT IS AMENDED AS SHOWN ON THE NEXT PAGE:

TOTAL THIS CHANGE ORDER**Not valid until signed by the Owner, Engineer and Contractor.**

The original Contract Sum:	\$	1,838,760.00
Net change by previously authorized Change Orders:	\$	98,715.99
The Contract Sum prior to this Change Order was:	\$	1,937,475.99
The Contract Sum will now Change (+):	\$	39,060.40
The new Contract Sum including this Change Order will be	\$	1,976,536.39

The Original Contract Time:	2/22/22
Net Change by previously authorized Change Orders:	120 days
The date of Substantial Completion prior to this Change Order:	July 3, 2022
The Contract Time will now Change by (+) days:	0 days
The new date of Substantial Completion will be:	July 3, 2022

CONTRACTORBy: Date: 7/26/22ENGINEERBy: Date: 7/26/2022OWNER

By: _____

Date: _____

Pay Item No.	Pay Item	Unit	Unit Price	Original Contract		Amended Quantities		Contract Revisions		New Total
				Contract Quantity	Extension	Increase	Decrease	New Quantity	New Extension	
6	Plant Establishment-Hydroseed & Fertilizer	AC	\$4,500.00	2	\$9,000.00	1.57		3.57	\$16,065.00	\$7,065.00
8	Select Fill (Class 9)	CY	\$12.00	1,060	\$12,720.00	1,120		2,180	\$26,160.00	\$13,440.00
9	Limestone (610)	CY	\$80.00	305	\$24,400.00		40	265	\$21,200.00	(\$3,200)
10	8" PVC Sewer Pipe-SDR 26 (8'-10' Deep)	LF	\$36.00	120	\$4,320	20		140	\$5,040	\$720.00
11	21" PVC Sewer Pipe-SDR 26 (6'-8' Deep)	LF	\$65.00	350	\$22,750.00	43		393	\$25,545.00	\$2,795.00
12	24" PVC Sewer Pipe-SDR 26 (0'-6' Deep)	LF	\$75.00	365	\$27,375.00		83	282	\$21,150.00	(\$6,225.00)
13	24" PVC Sewer Pipe-SDR 26 (6'-8' Deep)	LF	\$80.00	2,085	\$166,800.00		135	1,950	\$156,000.00	(\$10,800.00)
16	24" PVC SDR Sewer Pipe in Casing	LF	\$100.00	110	\$11,000.00	20		130	\$13,000.00	\$2,000.00
19	4" Sanitary Sewer Cleanout	EA	\$450.00	2	\$900.00	2		4	\$1,800.00	\$900.00
21	Connect New Service Line into Existing Sewer Cleanout	EA	\$400.00	1	\$400.00	1		2	\$800.00	\$400.00
22	4" HDPE Sanitary Sewer Service Line Directional Bore	LF	\$56.00	120	\$6,720.00	120		240	\$13,440.00	\$6,720.00
23	24"x4" Service Wye	EA	\$2,750.00	3	\$8,250.00	1		4	\$11,000.00	\$2,750.00
24	24"x6" Service Wye	EA	\$3,300.00	1	\$3,300.00	1		2	\$6,600.00	\$3,300.00
26	6" PVC Sewer Pipe-SDR 26	LF	\$38.00	30	\$1,140.00	77		107	\$4,066.00	\$2,926.00
27	6" HDPE Sanitary Sewer Service Line Directional Bore	LF	\$89.00	30	\$2,670.00	30		60	\$5,340.00	\$2,670.00
28	10" C-900 Sanitary Sewer Force Main	LF	\$35.00	710	\$24,850.00		710	0	0	(\$24,850.00)
32	14" C-900 PVC Sanitary Sewer Force Main	LF	\$50.00	60	\$3,000.00	4		64	\$3,200.00	\$200.00

37	36" Steel Casing- Jack & Bore	LF	\$675.00	110	\$74,250.00	20		130	\$87,750.00	\$13,500.00
38	Sewer Manhole (0'-6' Deep) 60" Diameter	EA	\$5,300.00	2	\$10,600.00		1	1	\$5,300.00	(\$5,300.00)
39	Sewer Manhole (6'-8' Deep) 60" Diameter	EA	\$6,700.00	5	\$33,500.00		1	4	\$26,800.00	(\$13,400.00)
40	Sewer Manhole (8'-10' Deep) 60" Diameter	EA	\$7,500.00	5	\$37,500.00	3		8	\$60,000.00	\$22,500.00
41	Sewer Doghouse Manhole (10'-12' Deep) 60" Diameter	EA	\$8,750.00	3	\$26,250.00	1		4	\$35,000.00	\$8,750.00
44	Sawcut Existing Roads and Driveways (All Depths)	LF	\$7.00	660	\$4,620.00	106		766	\$5,362.00	\$742.00
45	2" Asphalt Surface Course	SY	\$22.00	320	\$7,040.00	407		727	\$15,994.00	\$8,954.00
46	4" Asphalt Base Course	SY	\$44.00	320	\$14,080.00	93		413	\$18,172.00	\$4,092.00
47	Remove and Replace 15" CPP	LF	\$50.00	110	\$5,500.00	70		180	\$9,000.00	\$3,500.00
48	Remove and Replace 36" CPP	LF	\$70.00	130	\$9,100.00	10		140	\$9,800.00	\$700.00
50	Remove and Replace Rip Rap	TON	\$80.00	200	\$16,000.00	15.93		215.93	\$17,274.40	\$1,274.40
51	Repair Concrete Headwall	CY	\$300.00	20	\$6,000.00	27		47	\$14,100.00	\$8,100.00
53	Replace 6" Curb and Gutter	LF	\$35.00	24	\$840.00		24	0	0	(\$840.00)
54	Water Main Adjustment	EA	\$500.00	5	\$2,500.00		2	3	\$1,500.00	(\$1,000.00)
55	Cap Existing Force Main (all sizes and fittings)	EA	\$800.00	5	\$4,000.00		2	3	\$2,400.00	(\$1,600.00)
57	Water Service Adjustment	EA	\$400.00	5	\$2,000.00		5	0	0	(\$2,000.00)
58	Remove and Replace Chain Link Fence	LF	\$35.00	85	\$2,975.00	55		140	\$4,900.00	\$1,925.00
AA1-1	CIPP 8" VCP	LF	\$32.00	6,875	\$220,000.00	526		7,401	\$236,832.00	\$16,832.00
AA2-1	CIPP 8" VCP	LF	\$32.00	7,040	\$225,280.00		890	6,150	\$196,800.00	(\$28,480.00)

Overrun Quantities Total = \$136,755.40

Underrun Quantities Total= \$97,695.00

Total Overrun = \$39,060.40

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting: August 2, 2022
Title: Approval of the Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	223037	08/02/2022	07/20/2022			84,718.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		07152022	07/15/2022			84,718.32
001	M & E FEED & SEED	223054	08/02/2022	07/22/2022			184.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5626	06/21/2022			139.98
	001-100-514	DOG FOOD		5628	06/28/2022			44.99
001	POWELL CONSTRUCTION SERVICES INC	223055	08/02/2022	07/22/2022			520.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	SIGNAL REPR: DOLPHIN @ OST		3382	07/21/2022			520.00
001	DELTA COMPUTER SYSTEMS INC	223057	08/02/2022	07/22/2022			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2022 ACCT SOFTWARE MAINT		DHLMN06531	08/01/2022			390.00
	001-092-698	AUG 2022 PRIV LIC SW MAINT		DHLMN06532	08/01/2022			160.00
	001-092-698	AUG 2022 VOTER REG SW MAINT		HRMN009536	08/01/2022			20.00
001	AGJ SYSTEMS & NETWORKS INC	223058	08/02/2022	07/22/2022			6,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2022		MSP-97522	08/01/2022			6,200.00
001	SEDGWICK	223059	08/02/2022	07/22/2022			1,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	DEDUCTIBLE: TNT-0163710 ROLEY		0992124	07/08/2022			1,010.00
001	COOPER FAMILY MED CENTER	223061	08/02/2022	07/22/2022			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PHYSICAL W/ EKG: BONILLA		438	07/19/2022			150.00
	001-100-604	PHYSICAL W/ EKG: ZELAYA		438	07/19/2022			150.00
001	FOSTERS A/C & HEATING INC	223062	08/02/2022	07/22/2022			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLNG: SR CENTER (2)		P1104594	07/06/2022			302.50
001	RJ YOUNG COMPANY LLC	223081	08/02/2022	07/25/2022			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00_01 RENTAL FEE		INV4875733	07/13/2022			470.88
001	SOUTHERN PEST CONTROL INC	223083	08/02/2022	07/25/2022			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		1710414200	07/22/2022			456.00
001	SCOTT ANKERSON, CUSTODIAN	223084	08/02/2022	07/25/2022			187.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	SRM BLANKS FOR POWER POLES		10192021	10/19/2021			6.13
	001-090-500	DESK CALENDERS		11092021	11/09/2021			23.52
	001-090-500	DESK CALENDER (SCOTT)		01102022	01/10/2022			8.55
	001-090-500	PAGE TABS		01252022	01/25/2022			9.52

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT ANKERSON, CUSTODIAN	223084	08/02/2022	07/25/2022			187.37	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-525	KEROSENSE MAINT SHOP		01042022	01/04/2022			27.80
	001-205-525	KEROSENSE MAINT SHOP		01042022	01/04/2022			27.80
	001-090-698	CARWASH MARDI GRAS PARADE		02182022	02/18/2022			10.00
	001-090-559	SURGE PROTECTOR		02222022	02/22/2022			9.48
	001-205-559	DAWN MAINT SHOP		05212022	05/21/2022			13.24
	001-090-559	FLOWERS (LARRY MORAN AWARD)		07072022	07/07/2022			51.33
001	SHERRY FARABEE, CUSTODIAN PETTY CASH	223085	08/02/2022	07/25/2022			195.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	1990 PICKUP(M92) PD TITLE		10112021	10/11/2021			10.00
	001-100-559	1990 PICKUP PD TITLE		10122021	10/12/2021			12.00
	001-040-559	KEYS(3) CITY HALL		11242021	11/24/2021			14.45
	001-001-559	CHRISTMAS FLOAT DECOR		11292021	11/29/2021			6.00
	001-001-559	CHRISTMAS FLOAT DECOR		11302021	11/30/2021			7.00
	001-040-559	2022 HONDA PILOT TAG		11302021	11/30/2021			12.00
	001-100-559	2011 HARLEY DAVISON TITLE		12022021	12/02/2021			10.00
	001-100-559	2011 HARLEY DAVISON TITLE		12022021	12/02/2021			10.00
	001-100-559	MOTORCYCLE PD TAGS(2)		12072022	12/07/2021			24.00
	001-170-559	REC TRAILER TAG		01262022	01/26/2022			12.00
	001-040-559	KEYS (4) CITY HALL		02182022	02/18/2022			18.00
	001-040-559	RIBBON		03172022	03/17/2022			4.01
	001-161-559	FD HIGHWATER TRUCK TAG		04282022	04/28/2022			12.00
	001-161-559	FD HIGHWATER TRUCK TITLE		04282022	04/28/2022			10.00
	001-170-559	2008 F250 TITLE REC		07142022	07/14/2022			10.00
	001-090-559	2022 F150 PLANNING TAG		02162022	02/16/2022			12.00
	001-092-559	2022 F150 GRANTS TAG		02162022	02/16/2022			12.00
001	GLOBALSTAR	223086	08/02/2022	07/25/2022			200.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0033768727	07/18/2022			98.94
	001-092-605	MONTHLY SERVICE		0035254069	08/17/2022			102.01
001	DIRECTV LLC	223088	08/02/2022	07/25/2022			174.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (AUG)		07132022	07/14/2022			174.66
001	AT&T	223089	08/02/2022	07/25/2022			38.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284670262	07/14/2022			38.51
001	AT&T	223090	08/02/2022	07/25/2022			4,069.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	07/14/2022			4,069.47
001	SPARKLIGHT	223093	08/02/2022	07/26/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	AUG 2022: GARAGE 134679919		07122022	07/20/2022			127.95

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	223109	08/02/2022	07/26/2022			4,412.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62539095	07/18/2022			134.83
	001-100-525	UNL&DSL FUEL		NP62539095	07/18/2022			3,590.04
	001-161-525	UNL&DSL FUEL		NP62539095	07/18/2022			641.21
	001-205-525	UNL FUEL		NP62539095	07/18/2022			46.02
001	FUELMAN	223111	08/02/2022	07/26/2022			4,400.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62562172	07/25/2022			150.26
	001-100-525	UNL&DSL FUEL		NP62562172	07/25/2022			3,221.24
	001-161-525	UNL&DSL FUEL		NP62562172	07/25/2022			435.95
	001-170-525	UNL&DSL FUEL		NP62562172	07/25/2022			593.08
001	ADRIANNE CRAWFORD RHOADS	223114	08/02/2022	07/27/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: #209904		07112022	07/12/2022			200.00
001	COG ENTERPRISE FUND	223117	08/02/2022	07/27/2022			217,918.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		07272022	07/27/2022			217,918.94
001	SPARKLIGHT	223120	08/02/2022	07/27/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	AUG 2022: SFD 122025091		07152022	07/23/2022			85.46
001	SPARKLIGHT	223121	08/02/2022	07/27/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	AUG 2022: CFD 122024086		07152022	07/23/2022			85.46
001	SPARKLIGHT	223122	08/02/2022	07/27/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2022: NFD 122024383		07152022	07/23/2022			85.46
001	SPARKLIGHT	223123	08/02/2022	07/27/2022			220.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	AUG 2022: BACOT 135939403		07152022	07/23/2022			220.88
001	PTS SOLUTIONS INC	223126	08/02/2022	07/28/2022			28,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANNUAL SW MAINT 9/22-9/23		2022048-M	07/27/2022			28,500.00
001	CENTER FOR GOVT & COMMUNITY DEV	223128	08/02/2022	07/28/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	FALL CMC PROGRAM: FARABEE,S		10262022	07/27/2022			200.00
001	ALABAMA MEDIA GROUP	223129	08/02/2022	07/28/2022			92.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC 22-29-CU		0010390653	07/17/2022	221122		17.88
	001-090-615	PUBLIC NOTICE: GPC 22-30-SE		0010390660	07/17/2022	221122		17.28

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001	ALABAMA MEDIA GROUP	223129	08/02/2022	07/28/2022			92.04	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE: GPC 22-31-VAR	0010390667	07/17/2022	221122		19.20	
	001-090-615	PUBLIC NOTICE: GPC 22-24-VAR	0010390671	07/17/2022	221122		17.40	
	001-090-615	PUBLIC NOTICE: GPC 22-30-UDO	0010390737	07/17/2022	221122		20.28	
001	GALLS LLC	223130	08/02/2022	07/28/2022			794.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	BADGE CHIEF B879	021693872	07/20/2022	220805		148.63	
	001-100-535	FULL COLOR SEAL	021693872	07/20/2022	220805		4.93	
	001-100-535	B879 PARTOLMAN	021693872	07/20/2022	220805		148.63	
	001-100-535	BLACKINTON DURA UPCHARGE	021693872	07/20/2022	220805		4.25	
	001-100-535	FULL COLOR STATE SEAL	021693872	07/20/2022	220805		4.93	
	001-100-535	B879 BADGE	021693872	07/20/2022	220805		148.63	
	001-100-535	BLACKINTON DURA UPCHARGE	021693872	07/20/2022	220805		4.25	
	001-100-535	FULL COLOR SEAL	021693872	07/20/2022	220805		4.93	
	001-100-535	B879 BADGE PATROLMAN	021693872	07/20/2022	220805		148.63	
	001-100-535	BLACKINTON DURA UPCHARGE	021693872	07/20/2022	220805		4.25	
	001-100-535	FULL COLOR STATE SEAL	021693872	07/20/2022	220805		4.93	
	001-100-535	B879 BADGE	021693872	07/20/2022	220805		148.63	
	001-100-535	BLACKINTON DURA UPCHARGE	021693872	07/20/2022	220805		4.25	
	001-100-535	FULL COLOR STATE SEAL	021693872	07/20/2022	220805		4.93	
	001-100-535	STANDARD SHIPPING	021693872	07/20/2022	220805		10.00	
001	CAN'T MISS EMBROIDERY	223131	08/02/2022	07/28/2022			142.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	CS410 TAC SHIRT GREY (3)	27020	07/27/2022	220760		129.00	
	001-161-535	NAME/TITLE (3)	27020	07/27/2022	220760		13.50	
001	REYNOLDS WHOLESALE CO	223132	08/02/2022	07/28/2022			3,631.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	96/CS VB TISSUE (5)	72500	07/26/2022	221130		283.75	
	001-092-510	CS MF BROWN TOWEL (5)	72500	07/26/2022	221130		124.75	
	001-092-510	6/CS BROWN ROLL TOWEL (5)	72500	07/26/2022	221130		134.75	
	001-092-510	30/CS VB PAPER TOWEL (5)	72500	07/26/2022	221130		152.50	
	001-170-510	6/CS BLEACH GAL (3)	72459	07/15/2022	221104		170.55	
	001-170-510	4/CS ANTIBAC SOAP GAL (3)	72459	07/15/2022	221104		310.80	
	001-170-510	4/CS ODO-BAN GAL (3)	72459	07/15/2022	221104		467.64	
	001-170-510	32OZ TRIGGER SPRAY BOTTLE(12)	72459	07/15/2022	221104		17.88	
	001-170-510	12/CS JUMBO ROLL TISSUE (18)	72459	07/15/2022	221104		477.00	
	001-170-510	CS MF BROWN TOWEL (9)	72459	07/15/2022	221104		224.55	
	001-170-510	6/CS BROWN ROLL TOWEL (9)	72459	07/15/2022	221104		242.55	
	001-170-510	500/CS 24X33 WT CAN LINER(6)	72459	07/15/2022	221104		197.70	
	001-170-510	100/CS 33X39 BK CAN LINER(6)	72459	07/15/2022	221104		197.70	
	001-170-510	100/CS 38X58 BK CAN LINER(18)	72459	07/15/2022	221104		629.10	
001	ACTION PRINTING CENTER INC	223134	08/02/2022	07/28/2022			94.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BUSINESS CARDS: ALLMAND	103293	07/08/2022	220967		47.00	
	001-100-559	BUSINESS CARDS: HUNTER	103293	07/08/2022			47.00	

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001	MURRAY'S NURSERY	223135	08/02/2022	07/28/2022			335.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	WAX MYRTLE 15G (2)		5095	07/25/2022	221125		150.00
	001-170-520	DWARF PALMETTO 7G (3)		5095	07/25/2022	221125		135.00
	001-170-520	DISTYLIIUM 3G (4)		5095	07/25/2022	221125		50.00
001	CUSTOM PRODUCTS CORPORATION	223136	08/02/2022	07/28/2022			951.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET NAME SIGN (28)		374432	07/20/2022	221084		904.40
	001-201-565	FREIGHT		374432	07/20/2022	221084		47.36
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	223138	08/02/2022	07/28/2022			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	FF OF THE YEAR: JAKE HOLLAND		2207025	07/12/2022	221085		60.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	223141	08/02/2022	07/28/2022			5,003.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	CS LTR COPY PAPER (6)		3512404353	07/09/2022	221074		251.94
	001-010-559	AA BATTERY 36/PK		3512404353	07/09/2022	221074		32.09
	001-010-500	FILE POCKET LTR 10/BX		3512404353	07/09/2022	221074		10.09
	001-010-500	HP64X BK HY TONER 2/PK		3512404353	07/09/2022	221074		566.19
	001-010-500	HP05A BK SY TONER 2/PK		3512404353	07/09/2022	221074		160.15
	001-100-500	SHARPIE BK FINE 36/BX		3512281628	07/08/2022	221058		18.86
	001-100-500	GEL PEN BK FINE 12/BX (2)		3512281628	07/08/2022	221058		34.98
	001-100-500	GEL PEN BK MED 12/BX		3512281628	07/08/2022	221058		17.99
	001-100-500	4.7GB DVD-R 100PK (3)		3512281628	07/08/2022	221058		68.01
	001-100-500	3X3 STICKY NOTE 12/PK (3)		3512281628	07/08/2022	221058		29.37
	001-100-500	LEGAL NOTEPAD LTR 12/PK (3)		3512281628	07/08/2022	221058		47.31
	001-100-500	LTR FILE FOLDER 250/BX (3)		3512281628	07/08/2022	221058		68.55
	001-100-500	COPYPLUS PAPER LTR CS (20)		3512281628	07/08/2022	221058		979.80
	001-100-500	PLASTIC COPY HOLDER (2)		3512281628	07/08/2022	221058		30.98
	001-100-500	HP05A BK TONER 2/PK (3)		3512281628	07/08/2022	221058		480.45
	001-100-500	HP80A BK TONER 2/PK (5)		3512281628	07/08/2022	221058		1,089.45
	001-100-500	LEXMARK 521 BK TONER (2)		3512281628	07/08/2022	221058		310.42
	001-100-500	3-POCKET WALL FILE SMOKE		3512281628	07/08/2022	221058		23.92
	001-100-500	LEGAL CLASSIFCTN FLDR (40)		3512281629	07/08/2022	221058		131.16
	001-100-500	STD NS PAPERCLIP 100BX (6)		3512281630	07/08/2022	221058		1.02
	001-100-500	CD/DVD SLEEVE 100/BX (2)		3512281631	07/08/2022	221058		63.48
	001-100-500	32GB USB DRIVE 10/PK		3512404350	07/09/2022	221058		44.95
	001-100-500	BROTHER DR630/TN660 3PK (4)		3512565547	07/13/2022	221058		542.76
001	LAWN CARE NEAR ME LLC	223142	08/02/2022	07/28/2022			3,650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	FLOWER BED MAINT: HWY 90		INV-000142	07/15/2022	221036		1,800.00
	001-201-698	REMOV TOP LAYER OLD MULCH		INV-000142	07/15/2022	221036		900.00
	001-201-698	APPLY PRE-EMERG HERBICIDE		INV-000142	07/15/2022	221036		270.00
	001-201-698	ADD NEW MULCH		INV-000142	07/15/2022	221036		680.00

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001	SPORTABOUT	223143	08/02/2022	07/28/2022			885.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	FOOTBALL CAMP SHIRT (150)	9674	07/19/2022	221071		885.00	
001	MGCCC	223144	08/02/2022	07/28/2022			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	GMYC TEAM BUILDING EVENT	EEC2023002	07/25/2022	221103		400.00	
001	GRAND VIEW SECURITY LLC	223145	08/02/2022	07/28/2022			2,409.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	4CH NVR W/ POE: BUDDY DAVIS	0714137721	07/19/2022	221095		325.00	
	001-170-639	IP CAMERA STARLIGHT (4)	0714137721	07/19/2022	221095		840.00	
	001-170-639	10" SERVICE MONITOR	0714137721	07/19/2022	221095		169.00	
	001-170-639	UPS BACKUP 350VA BATTERY	0714137721	07/19/2022	221095		75.00	
	001-170-639	LABOR: 8 HRS	0714137721	07/19/2022	221095		800.00	
	001-170-639	DVR LOCK BOX	0714137721	07/19/2022	221095		200.00	
001	INDUSTRIAL PLASTIC VALVES COMPANY	223149	08/02/2022	07/28/2022			375.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	1" VLV RUBBER SEAT SEAL(2)	22-25032	07/14/2022	221088		148.04	
	001-170-634	24 VDC SOLENOID VALVE(10)	22-25032	07/14/2022	221088		198.00	
	001-170-634	UPS SHIP CHARGE	22-25032	07/14/2022	221088		29.24	
001	AMAZON COM SALES INC	223153	08/02/2022	07/28/2022			42.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	ADDAMS FAMILY 2 DVD	1W1J417W4V	07/09/2022	221072		11.99	
	001-170-615	SMILE-ON CAMERA SIGN 2PK	1W1J417W4V	07/09/2022	221073		30.36	
001	RED RIVER SPECIALTIES INC	223157	08/02/2022	07/28/2022			3,953.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	RANGER PRO GAL (90)	786499	07/01/2022	221035		3,825.00	
	001-170-577	FREIGHT	786499	07/01/2022	221035		128.20	
001	C SPIRE WIRELESS	223158	08/02/2022	07/28/2022			955.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-605	POLICE CELLS	0032680896	07/11/2022			475.20	
	001-100-699	DATA CARDS (14)	0032680896	07/11/2022			480.62	
001	RJ YOUNG COMPANY LLC	223159	08/02/2022	07/28/2022			119.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	GEMG00-01 RENTAL FEE	INV4889508	07/21/2022			113.14	
	001-161-698	IMC2500 USAGE FEE: COLOR	INV4889508	07/21/2022			6.08	
001	GAUTIER FAMILY CLINIC LLC	223160	08/02/2022	07/28/2022			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE EMP DRUG SCRIN: SMITH,B	07282022	07/28/2022			20.00	
	001-022-604	PRE EMP PHYSICAL: SMITH,B	07282022	07/28/2022			120.00	

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001	SINGING RIVER ELECTRIC COOPERATIVE	223161	08/02/2022	07/28/2022			745.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		07142022	07/22/2022		437.77	
	001-161-631	MARTIN BLUFF FD 58380001		07172022	07/25/2022		243.93	
	001-201-629	SIGNAL LIGHTS 17546		07172022	07/25/2022		33.28	
	001-092-631	CITY LIMIT SIGN 17546		07172022	07/25/2022		30.66	
FUND TOTAL	1 Claims	to	Checks	47 Total	380,616.62 Manual		Held	Total 380,616.62

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003	AGJ SYSTEMS & NETWORKS INC	223069	08/02/2022	07/22/2022			2,604.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-450-704	JUN 2022: MS365 EXC (77)	96080	06/01/2022			385.00	
	003-450-704	JUN 2022: MS365 BUS (29)	96080	06/01/2022			391.50	
	003-450-704	JUN 2022: LITIGATN HOLD (18)	96080	06/01/2022			54.00	
	003-450-704	JUL 2022: MS365 EXC (79)	96888	07/01/2022			395.00	
	003-450-704	JUL 2022: MS365 BUS (31)	96888	07/01/2022			418.50	
	003-450-704	JUL 2022: LITIGATN HOLD (18)	96888	07/01/2022			54.00	
	003-450-704	AUG 2022: MS365 EXC (84)	97593	08/01/2022			420.00	
	003-450-704	AUG 2022: MS365 BUS (32)	97593	08/01/2022			432.00	
	003-450-704	AUG 2022: LITIGATN HOLD (18)	97593	08/01/2022			54.00	
003	COASTAL FIRE SAFETY LLC	223146	08/02/2022	07/28/2022			11,990.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-460-721	ACCESS CONTROL PANEL 8 DRS	5890	07/13/2022	220000		2,800.00	
	003-460-721	ACCESS CONTROL PANEL 4 DRS	5890	07/13/2022	220000		1,600.00	
	003-460-721	SOFTWARE USER LICENSE (2)	5890	07/13/2022	220000		750.00	
	003-460-721	NETWORK COMM BOARD (2)	5890	07/13/2022	220000		578.00	
	003-460-721	POWER SUPPLY 12VDC (2)	5890	07/13/2022	220000		438.00	
	003-460-721	PROXIMITY CARD READER (12)	5890	07/13/2022	220000		2,148.00	
	003-460-721	MAGLOCK-EXTERIOR DOOR (4)	5890	07/13/2022	220000		1,260.00	
	003-460-721	MAGLOCK-INTERIOR DOOR (8)	5890	07/13/2022	220000		1,592.00	
	003-460-721	PROXIMITY CARD 50PK (2)	5890	07/13/2022	220000		380.00	
	003-460-721	DOOR POSITION SWITCH (12)	5890	07/13/2022	220000		144.00	
	003-460-721	MISC PARTS & HARDWARE	5890	07/13/2022	220000		300.00	
003	COURTESY MOTORS INC	223148	08/02/2022	07/28/2022			132,976.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-460-740	FORD EXPLORER 3.3L #43096	58949	07/20/2022	220056		32,073.00	
	003-460-740	POLICE WIRING PACKAGE	58949	07/20/2022	220056		174.00	
	003-460-740	PREWIRE:GRILL LT,SIREN & SPKR	58949	07/20/2022	220056		48.00	
	003-460-740	FULL WHEEL COVERS	58949	07/20/2022	220056		57.00	
	003-460-740	REMOTE KEYLESS ENTRY	58949	07/20/2022	220056		319.00	
	003-460-740	AUX AIR CONDITIONING	58949	07/20/2022	220056		573.00	
	003-460-740	FORD EXPLORER 3.3L #52740	38950	07/20/2022	220056		32,073.00	
	003-460-740	POLICE WIRING PACKAGE	38950	07/20/2022	220056		174.00	
	003-460-740	PREWIRE:GRILL LT,SIREN & SPKR	38950	07/20/2022	220056		48.00	
	003-460-740	FULL WHEEL COVERS	38950	07/20/2022	220056		57.00	
	003-460-740	REMOTE KEYLESS ENTRY	38950	07/20/2022	220056		319.00	
	003-460-740	AUX AIR CONDITIONING	38950	07/20/2022	220056		573.00	
	003-460-740	FORD EXPLORER 3.3L #43634	58952	07/20/2022	220056		32,073.00	
	003-460-740	POLICE WIRING PACKAGE	58952	07/20/2022	220056		174.00	
	003-460-740	PREWIRE:GRILL LT,SIREN & SPKR	58952	07/20/2022	220056		48.00	
	003-460-740	FULL WHEEL COVERS	58952	07/20/2022	220056		57.00	
	003-460-740	REMOTE KEYLESS ENTRY	58952	07/20/2022	220056		319.00	
	003-460-740	AUX AIR CONDITIONING	58952	07/20/2022	220056		573.00	
	003-460-740	FORD EXPLORER 3.3L #43074	58953	07/20/2022	220056		32,073.00	
	003-460-740	POLICE WIRING PACKAGE	58953	07/20/2022	220056		174.00	
	003-460-740	PREWIRE:GRILL LT,SIREN & SPKR	58953	07/20/2022	220056		48.00	
	003-460-740	FULL WHEEL COVERS	58953	07/20/2022	220056		57.00	

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003	COURTESY MOTORS INC	223148	08/02/2022	07/28/2022			132,976.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-460-740	REMOTE KEYLESS ENTRY		58953	07/20/2022	220056		319.00
	003-460-740	AUX AIR CONDITIONING		58953	07/20/2022	220056		573.00
FUND TOTAL	3 Claims	to	Checks	3 Total	147,570.00	Manual	Held	Total 147,570.00

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130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	223094	08/02/2022	07/26/2022			26,497.43	
		Description		Invoice #	Date	P.O.	Amount	
		CONST ENG & INS: #11		1152947	07/20/2022		26,497.43	
FUND TOTAL 130 Claims	to	Checks	1 Total	26,497.43	Manual		Held	Total 26,497.43

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156	BOTACH INC	223156	08/02/2022	07/28/2022			5,029.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	BATTLE STEEL SHIELD L3 (5)		INV26703	07/27/2022	220981	4,749.90	
	156-100-799	SHIPPING		INV26703	07/27/2022	220981	280.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	5,029.90	Manual	Held	Total	5,029.90

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171	UNDERGROUND SOLUTIONS INC	223155	08/02/2022	07/28/2022			13,065.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	DIRECTIONAL BORE 871'		USI220861	06/07/2022	220845		13,065.00
FUND TOTAL 171 Claims	to	Checks	1 Total	13,065.00	Manual	Held	Total	13,065.00

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	223053	08/02/2022	07/20/2022			2,930.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JUL 2022	07/20/2022			2,930.68
FUND TOTAL 172 Claims	to	Checks	1 Total	2,930.68	Manual	Held	Total	2,930.68

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	223056	08/02/2022	07/22/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE		3887	07/15/2022			36.50
	176-170-699	SHOPPING CART		3887	07/15/2022			268.50
	176-170-699	WEB SITE MAINT 6/15-7/14/22		3887	07/15/2022			350.00
176	COMM-TECH SOLUTIONS INC	223060	08/02/2022	07/22/2022			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	INTEGRATE NEW PHONE LINE		17011	07/15/2022			75.00
176	FOSTERS A/C & HEATING INC	223063	08/02/2022	07/22/2022			263.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	SERV CALL #1: ADD R410A		W1110117	07/08/2022			164.00
	176-170-635	SERV CALL #2: ADD R410A		W1110118	07/08/2022			99.00
176	AT&T	223091	08/02/2022	07/25/2022			602.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	07/14/2022			602.27
176	SPARKLIGHT	223092	08/02/2022	07/25/2022			246.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	AUG 2022 SSP:INET#132698937		07122022	07/20/2022			246.94
176	SPARKLIGHT	223124	08/02/2022	07/27/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	AUG 2022: #136075116		07152022	07/23/2022			127.95
176	REYNOLDS WHOLESALE CO	223133	08/02/2022	07/28/2022			1,313.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-510	6/CS BLEACH GAL (3)		72460	07/26/2022	221105		56.85
	176-170-510	4/CS VB ANTIBAC SOAP GAL (3)		72460	07/26/2022	221105		155.40
	176-170-510	4/CS ODO-BAN GAL (3)		72460	07/26/2022	221105		155.88
	176-170-510	12/CS JUMBO ROLL TISSUE (9)		72460	07/26/2022	221105		238.50
	176-170-510	CS MF BROWN TOWEL (6)		72460	07/26/2022	221105		149.70
	176-170-510	12/CS BROWN ROLL TOWEL (9)		72460	07/26/2022	221105		242.55
	176-170-510	100/CS 38X58 BK CAN LINER (9)		72460	07/26/2022	221105		314.55
176	HENZE ENTERPRISES INC	223139	08/02/2022	07/28/2022			705.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	LIMESTONE 15 TNS: SHEPARD		31286	07/14/2022	221083		705.00
176	SENA JONES POTTERY	223151	08/02/2022	07/28/2022			123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	POTTERY MUG (4)		072022	07/26/2022	220987		40.00
	176-170-541	POTTERY PLANTER		072022	07/26/2022	220987		12.00
	176-170-541	BIRD FEEDER-BATH (2)		072022	07/26/2022	220987		24.00
	176-170-541	SOAP DISPENSER		072022	07/26/2022	220987		15.00
	176-170-541	POTTERY CROSS (2)		072022	07/26/2022	220987		6.00
	176-170-541	POTTERY POUR BOWL		072022	07/26/2022	220987		10.00
	176-170-541	POTTERY GUMBO BOWL (2)		072022	07/26/2022	220987		16.00

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AMAZON COM SALES INC	223154	08/02/2022	07/28/2022			73.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-535	HIGH VISIBILITY VEST		1YKPK67HP6	07/23/2022	221115	66.99	
	176-170-535	CRICUT SPORTFLEX IRONON VINYL		1YKPK67HP6	07/23/2022	221115	6.49	
FUND TOTAL 176 Claims	to	Checks 10 Total		4,185.07 Manual		Held	Total	4,185.07

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	223095	08/02/2022	07/26/2022			57,980.00	
					Invoice #	Date	P.O.	
					8494	07/14/2022		
							57,980.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	57,980.00	Manual		Held	Total 57,980.00

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	THE PEOPLES BANK	221539	08/02/2022	08/10/2022			73,365.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-680-809	SEP 2022 INT: MPI GO BND 3310		MSDVBK2019	06/20/2022			71,115.63
	305-680-803	ANNUAL ADMIN FEE		MSDVBK2019	06/20/2022			2,250.00
FUND TOTAL 305 Claims	to	Checks	1 Total	73,365.63	Manual		Held	Total 73,365.63

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC Account Number 355-723-763	223097	08/02/2022	07/26/2022			14,492.74	
		Description BID PHASE: TRMNT PLANT		Invoice # 39622	Date 07/15/2022	P.O.	Amount	
							14,492.74	
FUND TOTAL 355 Claims	to	Checks	1 Total	14,492.74	Manual	Held	Total	14,492.74

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC	223116	08/02/2022	07/27/2022			11,281.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-787	MDEQ PROJ MANAGER 100%		8507	07/26/2022			1,250.00
	360-726-787	CONSTRUCTION ADMIN 100%		8507	07/26/2022			2,881.50
	360-726-787	RESIDENT PROJ REP 100%		8507	07/26/2022			7,150.00
FUND TOTAL 360 Claims	to	Checks	1 Total	11,281.50	Manual	Held	Total	11,281.50

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-762	223115	08/02/2022	07/27/2022			22,466.50	
		Description ENG DESIGN/BIDDING		Invoice # 8508	Date 07/26/2022	P.O.	Amount 22,466.50	
FUND TOTAL 361 Claims to		Checks	1 Total	22,466.50	Manual	Held	Total	22,466.50

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	223035	08/02/2022	07/15/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		07112022	07/11/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		07112022	07/11/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		07112022	07/11/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		07112022	07/11/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		07112022	07/11/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		07112022	07/11/2022			9,665.99
400	COG DEPOSITORY ACCOUNT	223036	08/02/2022	07/15/2022			152,711.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		07142022	07/14/2022			152,711.52
400	FOSTERS A/C & HEATING INC	223064	08/02/2022	07/22/2022			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	SERV CALL: BACK BLDG		W1110543	07/15/2022			120.00
400	MUELLER CO LLC	223065	08/02/2022	07/22/2022			1,969.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	EZREADER SOFTWARE MAINT		65532336	07/19/2022			1,969.80
400	2018-2019 BOND DEBT SERVICE FUND	223066	08/02/2022	07/22/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	AUG 2022: 2018 BOND DS		08012022	08/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	223067	08/02/2022	07/22/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	AUG 2022: 2019 BOND DS		08012022	08/01/2022			32,000.00
400	J H WRIGHT & ASSOCIATES INC	223068	08/02/2022	07/22/2022			575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	2HP 230V PUMP: OLD SHELL		444228	07/14/2022			475.00
	400-651-584	3 FLOAT ASSY: OLD SHELL		444228	07/14/2022			100.00
400	RJ YOUNG COMPANY LLC	223082	08/02/2022	07/25/2022			228.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100 01 RENTAL FEE		INV4875734	07/13/2022			166.49
	400-650-698	IMC4500 USAGE:COLOR		INV4875734	07/13/2022			51.90
	400-650-698	IMC4500 USAGE:B/W		INV4875734	07/13/2022			9.64
400	AT&T	223087	08/02/2022	07/25/2022			73.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	07/06/2022			73.23
400	DNA UNDERGROUND LLC	223096	08/02/2022	07/26/2022			17,052.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-713	ODOR CONTROL UNIT: OST LSTN		12	07/19/2022			17,052.50

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SAMPLE HICKS & ASSOCIATES INC	223106	08/02/2022	07/26/2022			3,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	LABOR STNDS: MDEQ RESTORE PROJ		0722-1	07/26/2022			3,450.00
400	MISSION COMMUNICATIONS LLC	223107	08/02/2022	07/26/2022			1,797.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: CORMORANT PS		1066835	07/19/2022			359.40
	400-651-698	RENEWAL: WESTGATE #1 PS		1066835	07/19/2022			359.40
	400-651-698	RENEWAL: ROLLING MEADOWS PS		1066835	07/19/2022			359.40
	400-651-698	RENEWAL: SOUTHHAVEN PS		1066835	07/19/2022			359.40
	400-651-698	RENEWAL: PERKINGSTON PS		1066835	07/19/2022			359.40
400	AT&T	223108	08/02/2022	07/26/2022			172.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	07/14/2022			172.15
400	FUELMAN	223110	08/02/2022	07/26/2022			340.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62539095	07/18/2022			340.06
400	FUELMAN	223112	08/02/2022	07/26/2022			206.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62562172	07/25/2022			206.61
400	SINGING RIVER ELECTRIC COOPERATIVE	223113	08/02/2022	07/26/2022			2,873.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		07142022	07/22/2022			1,098.93
	400-651-631	LIFT STATIONS 28779		07142022	07/22/2022			116.52
	400-651-631	SCHOONER WELL 20688		07122022	07/20/2022			1,453.20
	400-651-631	LIFT STATIONS 20688		07122022	07/20/2022			204.81
400	SPARKLIGHT	223125	08/02/2022	07/27/2022			91.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2022:#107663106		07152022	07/23/2022			91.88
400	JACKSON COUNTY UTILITY AUTHORITY	223127	08/02/2022	07/28/2022			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	AUG 2022 TREATMENT CHGS		1836	08/01/2022			230,294.00
400	SOUTHERN PIPE & SUPPLY CO INC	223137	08/02/2022	07/28/2022			1,939.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2 CTS PJ X MIP CPLG (12)		6900000-00	07/12/2022	221082		883.17
	400-651-683	24" N12 COUPLING (6)		6900000-00	07/12/2022	221082		419.16
	400-651-709	5/8X3/4 DIRECT METER		6568802-01	07/11/2022	220759		67.00
	400-651-581	3/4CTS BLUE 250 PB TUBE 500'		6900336-00	07/11/2022	221070		235.00
	400-651-581	1"CTAS BLUE PEX TUBE 500'		6900336-00	07/11/2022	221070		335.00

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	223140	08/02/2022	07/28/2022			237.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	16X3/4 DBL STRAP SADDLE		91457	07/15/2022	221065	188.16	
	400-651-581	3/4 CORP STOP CTSXMIP		91457	07/15/2022	221065	49.80	
400	CORE & MAIN LP	223147	08/02/2022	07/28/2022			388.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3 SCH40 FE ADPT (12)		Q970975	07/12/2022	220934	67.20	
	400-651-581	2 IPS COMP CPLG 110-20 (12)		Q970975	07/12/2022	220934	252.00	
	400-651-581	2X2X1 PVC S40 RED TEE (12)		Q970975	07/12/2022	220934	69.00	
400	BMW PUMP & EQUIPMENT LLC	223150	08/02/2022	07/28/2022			4,154.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	STATOR/LINER ASSY (8)		2592	07/20/2022	221018	754.64	
	400-651-583	1HP PUMP 230V(2): OLD SHELL		2593	07/20/2022	221090	3,400.00	
400	THOMPSON BROTHERS DRILLING INC	223152	08/02/2022	07/28/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-712	HYD CYLINDER SCALE W/CHAIN		9517	07/27/2022	220881	4,400.00	
	400-651-712	SGL POINT CHLORINE DETECTOR		9517	07/27/2022	220881	4,000.00	
	400-651-712	BRACKET WALL MOUNT		9517	07/27/2022	220881	520.00	
	400-651-712	STROBE LIGHT 120VAC RED		9517	07/27/2022	220881	1,200.00	
	400-651-712	MICROCHEM3 INSTRUMENT 110-240		9517	07/27/2022	220881	4,000.00	
	400-651-712	MC5000 MEASURE CELL		9517	07/27/2022	220881	2,000.00	
	400-651-712	FREE CHLORINE PROBE 0.5 PPM		9517	07/27/2022	220881	3,600.00	
	400-651-712	1.2 M PROBE, SENSOR CABLE		9517	07/27/2022	220881	80.00	
	400-651-712	MISC ELECTRICAL SALES		9517	07/27/2022	220881	800.00	
	400-651-712	PIPING AND FITTINGS		9517	07/27/2022	220881	400.00	
	400-651-712	SERVICE AND LABOR ON-SITE		9517	07/27/2022	220881	3,000.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	223162	08/02/2022	07/28/2022			25.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		07142022	07/22/2022		25.91	
400	BAY MOTOR WINDING INC	223163	08/02/2022	07/28/2022			3,035.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD, DISASSEMBLE & INSPECT		120526	04/01/2022	220633	2,110.00	
	400-651-584	SEAL PLATE: SOUTH HAVEN LIFT S		120526	04/01/2022	220633	925.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	223164	08/02/2022	07/28/2022			4,673.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		07172022	07/25/2022		67.59	
	400-651-631	LIFT STATIONS 89702001		07172022	07/25/2022		25.00	
	400-651-631	LIFT STATIONS 17881		07172022	07/25/2022		2,004.70	
	400-651-631	WATER WELLS 17881		07172022	07/25/2022		2,576.63	
FUND TOTAL 400 Claims		to	Checks	26 Total	549,837.31 Manual	Held	Total	549,837.31

Docket of Claims
Release date from 08/02/2022 thru 08/02/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	47 Total	380,616.62 Manual	Held	Total	380,616.62
FUND 3 Claims	to	Checks	3 Total	147,570.00 Manual	Held	Total	147,570.00
FUND 130 Claims	to	Checks	1 Total	26,497.43 Manual	Held	Total	26,497.43
FUND 156 Claims	to	Checks	1 Total	5,029.90 Manual	Held	Total	5,029.90
FUND 171 Claims	to	Checks	1 Total	13,065.00 Manual	Held	Total	13,065.00
FUND 172 Claims	to	Checks	1 Total	2,930.68 Manual	Held	Total	2,930.68
FUND 176 Claims	to	Checks	10 Total	4,185.07 Manual	Held	Total	4,185.07
FUND 304 Claims	to	Checks	1 Total	57,980.00 Manual	Held	Total	57,980.00
FUND 305 Claims	to	Checks	1 Total	73,365.63 Manual	Held	Total	73,365.63
FUND 355 Claims	to	Checks	1 Total	14,492.74 Manual	Held	Total	14,492.74
FUND 360 Claims	to	Checks	1 Total	11,281.50 Manual	Held	Total	11,281.50
FUND 361 Claims	to	Checks	1 Total	22,466.50 Manual	Held	Total	22,466.50
FUND 400 Claims	to	Checks	26 Total	549,837.31 Manual	Held	Total	549,837.31
Total for all Funds			Checks	95 Total	1,309,318.38 Manual	Held	Total 1,309,318.38

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: August 2, 2022
Title: Approval of minutes from Recessed Council Meeting held July 19, 2022

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

Summary Explanation: Approval of minutes from Recessed Council Meeting held July 19, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held July 19, 2022 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**Tuesday
July 19, 2022
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 July 19, 2022 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 19, 2022 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier Youth Football Camp (ages 5-12) will be July 21st beginning at 8:30am until 11am at the Gautier High School Football Field.**
- 2. Goodwill's Express Donation Station will be July 21st, 22nd, and 23rd from 8am until 6pm at the Singing River Mall Property.**
- 3. Tasty Thursday will be July 28th beginning at 11am at the Singing River Mall Property.**
- 4. Gautier's Farmers Market will be on August 13th starting at 8 a.m. until 12 p.m. at George Martin City Park.**

IV. Presentation Agenda

- 1. Presentation by Fire Chief, Josh Latch, regarding Fire Department updates.**
- 2. Growth Readiness Training (Phase II Stormwater) with Jay Estes, Allen Engineering and Science**

V. Business Agenda

1. Approval of Change Order No. 3 for the Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration of a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District (GPC Case No. 22-23-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a six-foot (6') variance to side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District located at 7600 Bluff Point Road, Gautier, MS (GPC #22-25-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District located at 7600 Bluff Point Road, Gautier, MS (GPC #22-26-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Special Exception that would allow a used RV dealership in a C-3 Highway Commercial Zoning District, (GPC Case No. 22-27-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Approval to remove the 50% penalty from 7301 River Music, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Approval of FY 2022 Budget Amendments

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

8. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Regular Council Meeting held July 5, 2022.
2. Receive May 2022 Finance Report
3. Receive June 2022 Privilege License Report
4. Approval of water and sewer adjustments dated July 19, 2022 in the amount of

\$2,635.20

- 5. Resolution requesting and accepting assistance from Jackson County in the amount of \$15,000 for recreational purposes.**
- 6. Authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier**
- 7. Authorization to submit an application to MDOT for a Transportation Alternatives Set-Aside Grant for the Graveline Road Sidewalk Project.**
- 8. Authorization to execute a legal and compliance certification letter in support of an MDOT Transportation Alternatives Set-Aside grant application for the Graveline Road Sidewalks Project.**
- 9. Authorization to execute the Subdivision Settlement Participation Form (exhibit C) for the on-going Mississippi State-Local Government Opioid Litigation**
- 10. Approval of the Memorandum of Agreement (MOA) between the 81st Security Squadron and the City of Gautier Police Department**
- 11. Approval to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for the Inclusion Playground at Town Commons Park.**
- 12. Approval to submit an application to the Mississippi Development Authority for up to \$1 million in Gulf Coast Restoration Fund funding for the Inclusion Playground at Town Commons Park and to authorize \$400,000 in matching funds.**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Adjourn until August 2, 2022 at 6:30pm
www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda order, as presented.
Councilman George seconded the motion. The vote was carried unanimously.

Announcements

1. Gautier Youth Football Camp (ages 5-12) will be July 21st beginning at 8:30am until 11am at the Gautier High School Football Field.
2. Goodwill's Express Donation Station will be July 21st, 22nd, and 23rd from 8am until 6pm at the Singing River Mall Property.
3. Tasty Thursday will be July 28th beginning at 11am at the Singing River Mall Property.
4. Gautier's Farmers Market will be on August 13th starting at 8 a.m. until 12 p.m. at George Martin City Park.

Presentation

1. Presentation by Fire Chief, Josh Latch, regarding Fire Department updates.
 2. Growth Readiness Training (Phase II Stormwater) with Jay Estes, Allen Engineering and Science
-

GAUTIER YOUTH FOOTBALL CAMP

Free

AGES 5-12



July 21st

**GHS Football Field " The Swamp"
4307 Gautier-Vanceleave Rd.**

FROM 8:30 AM - 11 AM

Sponsored By:

City of Gautier & Gautier High Football Coaching Staff

INCLUDES CAMP T-SHIRT

**MORE INFORMATION CONTACT:
Gautier Recreation tbrown@gautier-ms.gov**

OR CALL: (228) 219-3259 or (228) 218-4632



EXPRESS DONATION **STATION**



Driving to your area soon!

SR MALL PROPERTY JULY 21ST, 22ND, 23RD 8AM-6PM

Donations that power our mission.

- Clothing
- Home Decor
- Jewelry
- Electronics
- Household Items
- Purses
- Furniture
- Plates, Pots, Utensils, Etc.
- Shoes



Call 228.209.5722 or visit www.goodwillsms.org to check out our calendar for donation locations.



GAUTIER PRESENTS

TASTY

THURSDAY!



28
JUL

11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

MANN KETTLE CORN - THE BURGER BOX, MEATBAWL'S FOOD TRUCK- NORWOODS FAMOUS SKINS, KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S GRILL & MORE, LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE, HAVENS DOWN HOME CREAMERY, & THE PEANUT MAN, SPUDS & DOGS ON WHEELS, GREEK GALS YUMMIES, MR. TAMALES, ONES TWOS AND GRILL, THE JUICE BOX, THE FLAMIN PEPPER

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS



Come be apart of the
GAUTIER
FARMER'S
MARKET



2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



Councilman Colledge made the motion to approve Change Order No. 3, as presented, for the Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE), in the amount not to exceed \$34,890.00. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 127-2022

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

WHEREAS, Change Order No. 3 increases the contract amount by \$34,890, with the new contract amount totaling \$1,937,475.99; and

WHEREAS, Change Order No. 3 will not increase the contract duration; and

WHEREAS, added to the contractor's scope of work is: 48" diameter doghouse manhole to connect existing sewer main to SMH 8, plus 30 LF of 8" gravity sewer; 21" x 6" Tee Wye for sewer service connection; seven (7) 2' risers to six manholes, one 3' riser to one manhole and one 4' riser to one manhole to prevent surface water from entering sewer manholes; and 4" and 6" HDPE sanitary sewer service directional bores. This portion of the change order will increase the contract amount by \$34,890 and will be incurred entirely by the City; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Seymour Engineering has reviewed the change order and recommends approval of Change Order 3; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 3; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.3 for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 07/13/2022
Subject: Change Order No. 3 for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE)

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 3 for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE) in an amount not to exceed \$34,890.

BACKGROUND:

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

Change Order No. 3 serves to increase the contract amount by \$34,890. This change order will not increase the contract time. If approved, the new contract total will be \$1,937,475.99.

Added to the contractor's scope of work is: 48" diameter doghouse manhole to connect existing sewer main to SMH 8, plus 30 LF of 8" gravity sewer; 21" x 6" Tee Wye for sewer service connection; seven (7) 2' risers to six manholes, one 3' riser to one manhole and one 4' riser to one manhole to prevent surface water from entering sewer manholes; and 4" and 6" HDPE sanitary sewer service directional bores.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 3 for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE) in an amount not to exceed \$34,890.00.

The City Council may:

1. Approve Change Order No. 3, as presented; or
2. Not approve Change Order No. 3.

ATTACHMENTS:

1. Change Order #3

Change Order

OWNER:

The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 3**DATE:** June 30, 2022**CONTRACTOR:**

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE:** City of Gautier Old Spanish
Trail Wastewater System Upgrades**SUMMARY:**

This Change Order serves to increase the contract amount.

The following Items have been added to the Contractor's scope of work: Added 48" diameter Doghouse Manhole to connect existing sewer main to SMH 8. Added 21" x 6" Tee Wye for Sewer Service connection. Added seven 2' risers to six manholes, one 3' riser to one manhole and one 4' riser to one manhole to prevent surface water from entering Sewer Manholes.

The Change Order will increase the contract amount by \$34,890.00.

Add 0 days to the contract time as this was completed previously.

THE CONTRACT AMOUNT IS AMENDED AS SHOWN ON THE NEXT PAGE:

TOTAL THIS CHANGE ORDER**Not valid until signed by the Owner, Engineer and Contractor.**

The original Contract Sum	\$	1,838,760.00
Net change by previously authorized Change Orders	\$	63,825.99
The Contract Sum prior to this Change Order was	\$	1,902,585.99
The Contract Sum will now Change (+)	\$	34,890.00
The new Contract Sum including this Change Order will be	\$	1,937,475.99

The Contract Time will add 0 days. The Date of Substantial Completion as of the date of this Change Order therefore is July 3, 2022

CONTRACTOR**ENGINEER****OWNER**

By: _____

By:  _____

By: _____

Date: _____

Date: 7/13/2022

Date: _____

No Contract Pay Item- Add Line Items	Description	Quantity	Unit	Unit Price	Extended
1	Added 48" Diameter Doghouse Manhole	1	EA	\$9,200.00	\$9,200.00
2	Added 21" x 6" Tee Wye	1	EA	\$3,890.00	\$3,890.00
3	Added 2' Riser to SMH 12 and 13, added 3' and 2' riser to SMH14	1	LS	\$9,000.00	\$9,000.00
4	Added 2' riser to SMH 4-9-10 and 11	1	LS	\$8,700.00	\$8,700.00
5	Added 4' Riser to SMH 15	1	LS	\$4,100.00	\$4,100.00

Total = \$34,890.00

Councilman Colledge made the motion to approve a Special Exception, as presented, that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District, located at 3100 Ladnier Road, Gautier, MS (GPC Case No. 22-23-SE), with the stipulation that improvements must be made to building's exterior facade. Councilman Anderson seconded the motion. The motion passed by majority. Those in favor were Mayor Vaughan, Councilman Colledge, Councilman George, Councilman Gollott, and Councilman Anderson; opposed was Councilman Elbin, with Councilman Jackson abstaining from the vote.

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

ORDER NUMBER 128-2022 CITY
OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-23-SE
3100 LADNIER ROAD – SPECIAL EXCEPTION FOR A CANNABIS
CULTIVATION FACILITY IN A
C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82436075.000

WHEREAS, an application for a Special Exception Permit to allow a cannabis cultivation facility in a C-2 Community Commercial Zoning District was submitted by Gautier Agricultural Company, LLC; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a cannabis cultivation facility, requires a Special Exception Permit in the C-2 Community Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 3100 Ladnier Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its July 7, 2022 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to deny the permit; and

WHEREAS, the City Council hereby finds that the proposed Special Exception will be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to approve a Special Exception Permit; and

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by Gautier Agricultural Company, LLC on July 7, 2022 for a Special Exception Permit.

IT IS FURTHER ORDERED that the Planning Department shall have this permit on file and provide the applicant a copy of the permit.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Councilman Gollott
 Rusty Anderson

NAYS: **Dante Elbin**

ABSTAIN: **Richard Jackson**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/13/2022
Subject: Consider a request for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District, 3100 Ladnier Road. (GPC #22-23-SE)

REQUEST:

The Planning Department has received a request from Gautier Agricultural Company LLC for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District at 3100 Ladnier Road, PID #82436075.110 (GPC #22-23-SE). The application fee of \$250 was paid on May 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3100 Ladnier Road, PID #82436075.110 (See Exhibit A)

1. General features of the proposed project:

Site Size: Approximately 1.5 Acres

Existing building on property - approximately 16,000 square feet

1. Potable Water and Wastewater Services: Existing at current location

1. Current Zoning (See Exhibit B): C-2 Community Commercial

1. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial and MURC-1 Mixed Use Recreation Commercial

1. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: *Medical marijuana, specifically, the cultivation was legalized in Mississippi in February 2022. The City's Unified Development Ordinance does not address this use. Because the use is not specifically listed within any of the zoning districts, the applicant is requesting a Special Exception to allow the cultivation within an existing building located within a C-2 District.*

Staff Finding: *Additions to the City of Gautier's Unified Development Ordinance, as it pertains to allowed uses for Medical Marijuana Facilities within the City, are currently being drafted and will be brought before Planning Commission and City Council in the near future for consideration. Included in these proposed additions is an allowance for a Cultivation Facility to be placed in a C-2 District with the approval of a Conditional Use Major.*

1. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: *The existing building is approximately 15,000 square feet in size. The nearby and adjacent uses include a quasi-industrial site (mini-warehouses to the north) or vacant/undeveloped (to the north and east). The site immediately north of the property was once occupied by a car wash facility. The facility was removed and the site is overgrown and vacant.*

Along the west side of Ladnier Road is a liquor store and convenience store. North of the liquor store is vacant and undeveloped properties. Behind these parcels is Mallette Brother Construction Company that is zoned industrial.

To the immediate south is a CSX Right of way, and north of Guillotteville Road is a narrow strip of vacant parcels. These parcels along with the rights-of-way indicated provide a buffer from the area to the south. There are residential properties located south of Guillotteville Road along the east side of Ladnier Road. The property south of Guillotteville Road and on the west side of Ladnier Road is a convenience store.

The area is transitional with a mix of commercial/industrial uses north of the railroad right of way and a mix of commercial and residential uses south of the right of way.

The building will be improved with significant investments and will be beneficial to the surrounding area.

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

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

Applicant Response: *The requested special exception results from the recent legislation that approved medical marijuana in Mississippi. The building was constructed in approximately 1974. At the time of construction, the building was located in unincorporated Jackson County.*

Staff Finding: *Staff is in agreeance with the applicant's response.*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council deny the Special Exception..

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Distance Waiver from Churches 22-23-SE
2. Power Point Presentation 22-23-SE
3. Complete Packet 22-23-SE
4. Excerpt GPC Meeting 7.7.22 (#22-23-SE)

**APPLICATION FOR WAIVER OF MINIMUM
DISTANCE REQUIREMENTS BY
A SCHOOL, CHURCH, OR CHILD CARE FACILITY**

Perry L. Rodgers for The Power of Deliverance Church

The undersigned, _____, whose address is
2417 Gullottville, Gautier MS (Church Address) _____ and having full knowledge of the distance limitations
imposed by Senate Bill 2095, the Mississippi Medical Cannabis Act of 2022 (MMCA 2022), upon a licensed medical
cannabis establishment, do hereby approve a waiver from the distance requirements necessary for the issuance of a license
to operate a medical cannabis business.

The medical cannabis establishment seeking to become licensed is Gautier Agricultural Company LLC
to be located at 3100 Ladnier Road, Gautier, MS

I understand that this medical cannabis establishment is seeking to become licensed as a (check all that apply):

- ☒ Cultivation Facility that will be growing, cultivating, and harvesting medical cannabis.
- ☐ Processing Facility that will be manufacturing medical cannabis and medical cannabis products and selling
them to retail medical cannabis dispensaries.
- ☐ Testing Facility that will be analyzing medical cannabis.
- ☐ Transportation Entity that will be transporting medical cannabis.
- ☐ Disposal Entity that will be involved in the commercial disposal or destruction of medical cannabis.
- ☐ Research Facility that will be researching cannabis and its medical use.

The Power of Deliverance Church

I certify that I am vested with authority on behalf of _____ to approve this waiver of
the distance requirement as set forth in MMCA 2022. As such, I understand that if approved a medical cannabis
establishment (as described above) may be located less than 1,000 feet, but not closer than 500 feet from the nearest
property boundary line of the school, church, or childcare facility on whose behalf I am authorized to act.

I further understand that this waiver has no expiration date and will remain in effect for the duration of the medical
cannabis establishment's license for which it is executed.

I also understand that this Approval for Waiver will be submitted by the applicant business named as part of its
application to receive licensure as a medical cannabis establishment from the State.

SWORN TO AND SUBSCRIBED before me, this the 3rd day of June, 2022.

Sharon M. Carpenter
NOTARY PUBLIC

My commission expires: March 4, 2023



**APPLICATION FOR WAIVER OF MINIMUM
DISTANCE REQUIREMENTS BY
A SCHOOL, CHURCH, OR CHILD CARE FACILITY**

Felix Jackson for Parkview Missionary Baptist Church

The undersigned, _____, whose address is
2825 Ladnier Road, Gautier MS (Church Address) _____ and having full knowledge of the distance limitations
imposed by Senate Bill 2095, the Mississippi Medical Cannabis Act of 2022 (MMCA 2022), upon a licensed medical
cannabis establishment, do hereby approve a waiver from the distance requirements necessary for the issuance of a license
to operate a medical cannabis business.

The medical cannabis establishment seeking to become licensed is Gautier Agricultural Company LLC
to be located at 3100 Ladnier Road, Gautier, MS

I understand that this medical cannabis establishment is seeking to become licensed as a (check all that apply):

- ☒ Cultivation Facility that will be growing, cultivating, and harvesting medical cannabis.
- ☐ Processing Facility that will be manufacturing medical cannabis and medical cannabis products and selling
them to retail medical cannabis dispensaries.
- ☐ Testing Facility that will be analyzing medical cannabis.
- ☐ Transportation Entity that will be transporting medical cannabis.
- ☐ Disposal Entity that will be involved in the commercial disposal or destruction of medical cannabis.
- ☐ Research Facility that will be researching cannabis and its medical use.

I certify that I am vested with authority on behalf of Parkview Missionary Baptist Church to approve this waiver of
the distance requirement as set forth in MMCA 2022. As such, I understand that if approved a medical cannabis
establishment (as described above) may be located less than 1,000 feet, but not closer than 500 feet from the nearest
property boundary line of the school, church, or childcare facility on whose behalf I am authorized to act.

I further understand that this waiver has no expiration date and will remain in effect for the duration of the medical
cannabis establishment's license for which it is executed.

I also understand that this Approval for Waiver will be submitted by the applicant business named as part of its
application to receive licensure as a medical cannabis establishment from the State.

SWORN TO AND SUBSCRIBED before me, this the 28 day of May, 2022

NOTARY PUBLIC

My commission expires: 6 Apr 2026





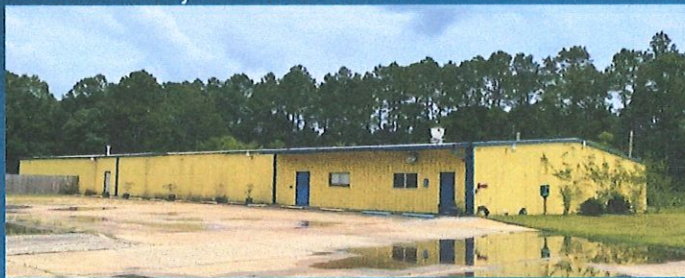
Request for a Special Exception for a Medical Marijuana/Cannabis Cultivation Facility at 3100 Ladnier Road

Applicant:
Gautier Agriculture Company, LLC

Donovan Scruggs, AICP
July 7, 2022

1

The building was constructed in 1974, and has been used as a marketplace, dance studio, learning center and skating rink. It was constructed prior to incorporation of Gautier and the adoption of the zoning ordinance. The proposal includes the improvements to an existing building. The site is within a Community Commercial (C-2) District and is proposed to function as a cultivation facility for medical marijuana/cannabis.



Proposed Site



2

Request for a Use Permit on Review

The building is approximately 16,000 square feet in size. Many of the uses such as Ambulance Services, Amusement Arcades, Art Galleries, Medical or Dental Clinics, Convenience Stores, Day Spas, Drug Stores, Fish Camps, Instructional Studios, Dental Laboratories, Commercial Marinas, Secondhand Stores, Specialty Retail Spaces and others are not consistent with the size or location of the building (typical sizes of 1,000 to 4,000 square feet)

The size of the building is not consistent with most of the permitted uses within the C-2 District. Options to reuse the building or site could include demolition or significant efforts to divide the building. The dividing of the building could cause parking issues with more intense uses.

The building has been underutilized for years and would be more appropriate in a C-3 or I-2 District. A higher intensity zoning could lead to unwanted uses within the area. The building should be considered a conforming building and consistent with the C-2 district.

3

Request for a Special Exception

The proposed use of a Medical Marijuana/Cannabis Cultivation Facility is not a listed use within the C-2 District or the zoning ordinance. The growing, dispensing, and use of medical cannabis was approved by the State of Mississippi in February 2022. No dispensing of the product will occur at the site, if approved.

No processing will occur at the site. The building will basically function as a large green house. All growing will be enclosed and with strict security requirements in place.

Cities throughout Mississippi are being tasked to adopt regulations to regulate Medical Marijuana. The Special Exception is the existing route for approval.

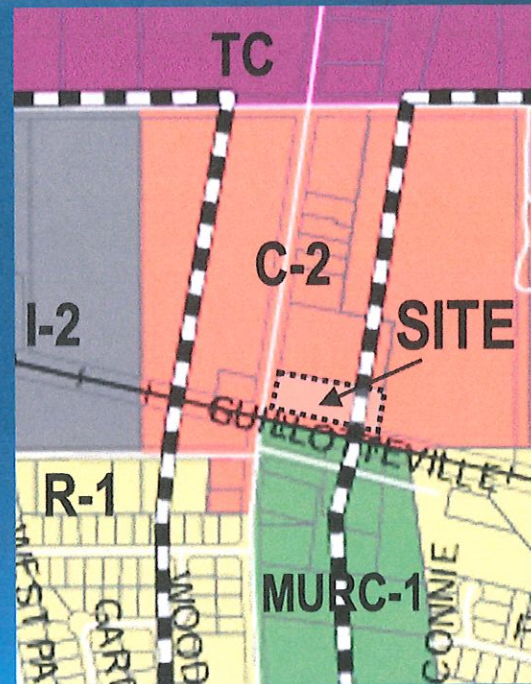
4

The subject property is surrounded by commercial or non-residential districts. This includes C-2 and MURC. The MURC District permits a variety of commercial activities.

The site is located north of the CSX railroad right of and east of Mallette Brothers Construction site (I-2 District).

Residential areas exist south of the railroad right of way along Ladnier Road and the adjacent street network.

There are no residential sites along the corridor north of the railroad right of way.



5

The majority of surrounding properties are vacant. This includes the demolished carwash to the north and the undeveloped areas to the east, south, and northwest. The closest occupied building is the packaged liquor store and convenience store located along the west side of Ladnier Road. This is directly across the street from the site.



6

Adjacent and Nearby Uses

Along the corridor are a variety of non-residential uses, but there is no definitive or prevailing character.

Funeral Home-Conditional Use

Bar/Lounge-Conditional Use

Retail Center-Permitted Use

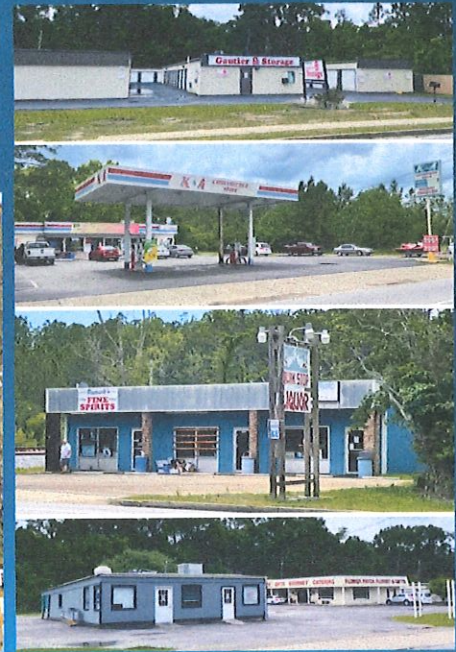
Mini-Warehouses/Self Storage-

Not Permitted/Non-Conforming

Packaged Liquor Store-Conditional Use

Convenience Store(2)-Permitted

Large areas of vacant property existing NE and NW of the site.



7

Adjacent and Nearby Vacant Properties

Several surrounding properties or tracts of land are vacant. Almost 30 acres to the east and northeast are vacant, the site.



Over 12 acres along the west side of Ladnier Road and north of railroad right of way are vacant (convenience stores and liquor store are occupied). Areas south of CSX right of way are also vacant. These areas provide a significant buffer between the site and adjacent or nearby uses.

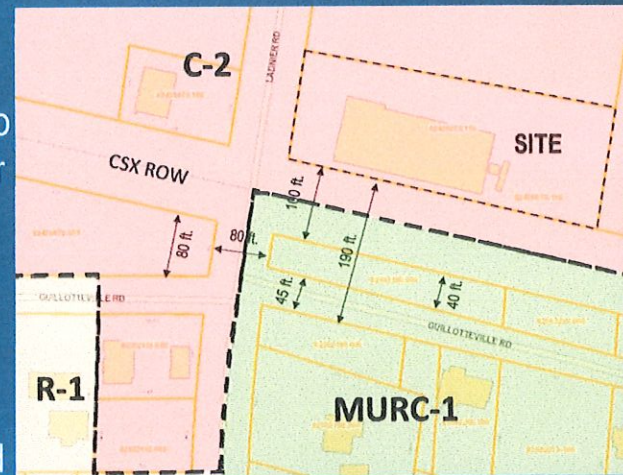
8

Southern Separation

While the proposed use will be enclosed and function as a large green house with no harmful noises, odors, smoke, dust or other nuisances, the site will be significantly buffered from nearby properties.

The CSX right of way is 100 feet and Gulliotteville Road has a 45-foot right of way. Additional private strips of 40 feet and 80 feet (along east and west sides of

Ladnier, respectively) buffer the railroad and the site. These private buffer areas will likely remain in place because they are largely unusable and/or owned by the property owner to south (likely provided and established to buffer train noises).



9

Consistency with the Special Exception

Section 4.16 of the UDO outlines requirements for Special Exceptions. This section establishes that uses 'not permitted by right' may be granted an exception or be allowed to operate with adherence to the following standards:

- A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant:

10

Consistency with the Special Exception

The size of the building limits its uses. The building is more consistent with C-3 or I-2 uses that permit automobile related or industrial activities. This has led to the historical underutilization and difficulties with the marketing of the building.

In order to permit a broader option of choices, based on the size of the building, a rezoning could be considered. The potential impact of more intense uses are a concern.

The special exception allows the area to maintain its zoning, and addresses the unique characteristics of the building, site, and area. This removes a significant hardship related to the size of the building and limited related uses.

11

Consistency with the Special Exception

B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare:

A Special Exception is a better than a rezoning to a more intense classification. The area lacks distinct character with conditional and non-conforming/non-permitted uses mixed with a limited number of permitted uses. The proposed use is similar to other uses within the area.

There are significant vacant areas that buffer the site to assure no injury to adjacent properties.

The use is similar to a large greenhouse with no outdoor activities or storage.

12

Consistency with the Special Exception Criteria of Zoning Ordinance

C. That the special circumstances are not the result of actions of the applicant.

The use is not defined and was not approved until February 2022.

The building was constructed in 1974 and predates the incorporation of the City and the zoning regulations. The Special Exception will permit the conveyance of the property. This will lead to improvements to the building and site.

Hardship associated with the site are based on the large size of the building and proximity to CSX railroad.

13

Medical Cannabis is Highly Regulated

The use is regulated by Mississippi Department of Revenue that included residency requirement for owners, high permitting fees, tracking of products, and security.

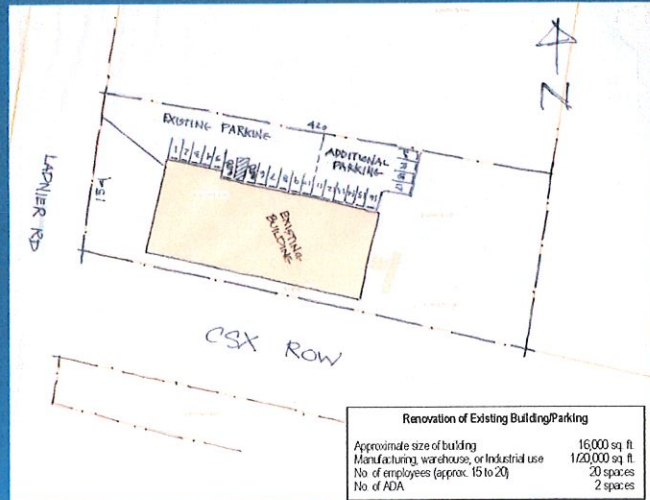
Distances are required from schools, churches and day-care facilities. The proposed use has complied with and will comply with all requirements of the MDOH during the application process and eventual operation of the facility.

14

Site Plan

The proposed use will utilize the existing building with no outside storage or cultivation of cannabis.

Parking will be expanded as needed, and interior improvements will be implemented.



15

Requested Action

The applicant is requesting a Special Exception for the cultivation of medical cannabis/marijuana to be located within an existing building at 3100 Ladnier Road.

16



Request for a Special Exception for a Medical Marijuana/Cannabis Cultivation Facility at 3100 Ladnier Road

Applicant:
Gautier Agriculture Company, LLC

Donovan Scruggs, AICP
July 7, 2022

Gautier Planning Commission

Regular Meeting Agenda

July 7, 2022

GPC #22-23-SE

Gautier Agricultural Company LLC

3100 Ladnier Road

VII. NEW BUSINESS

1. Consider a request from Gautier Agricultural Company LLC for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District, 3100 Ladnier Road. (GPC #22-23-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: June 24, 2022

Subject: Consider a request for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District, 3100 Ladnier Road. (GPC #22-23-SE)

REQUEST:

The Planning Department has received a request from Gautier Agricultural Company LLC for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District at 3100 Ladnier Road, PID #82436075.110 (GPC #22-23-SE). The application fee of \$250 was paid on May 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3100 Ladnier Road, PID #82436075.110 (See Exhibit A)
2. General features of the proposed project:
 - Site Size: Approximately 1.5 Acres
 - Existing building on property - approximately 16,000 square feet
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial and MURC-1 Mixed Use Recreation Commercial
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Medical marijuana, specifically, the cultivation was legalized in Mississippi in February 2022. The City's Unified Development Ordinance does not address this use. Because the use is not specifically listed within any of the zoning districts, the applicant is requesting a Special Exception to allow the cultivation within an existing building located within a C-2 District.

Staff Finding: Additions to the City of Gautier's Unified Development Ordinance, as it pertains to allowed uses for Medical Marijuana Facilities within the City, are currently being drafted and will be brought before Planning Commission and City Council in the near future for consideration. Included in these proposed additions is an allowance for a Cultivation Facility to be placed in a C-2 District with the approval of a Conditional Use Major.

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: The existing building is approximately 15,000 square feet in size. The nearby and adjacent uses include a quasi-industrial site (mini-warehouses to the north) or vacant/undeveloped (to the north and east). The site immediately north of the property was once occupied by a car wash facility. The facility was removed and the site is overgrown and vacant.

Along the west side of Ladnier Road is a liquor store and convenience store. North of the liquor store is vacant and undeveloped properties. Behind these parcels is Mallette Brother Construction Company that is zoned industrial.

To the immediate south is a CSX Right of way, and north of Guillotteville Road is a narrow strip of vacant parcels. These parcels along with the rights-of-way indicated provide a buffer from the area to the south. There are residential properties located south of Guillotteville Road along the east side of Ladnier Road. The property south of Guillotteville Road and on the west side of Ladnier Road is a convenience store.

The area is transitional with a mix of commercial/industrial uses north of the railroad right of way and a mix of commercial and residential uses south of the right of way.

The building will be improved with significant investments and will be beneficial to the surrounding area.

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

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

Applicant Response: *The requested special exception results from the recent legislation that approved medical marijuana in Mississippi. The building was constructed in approximately 1974. At the time of construction, the building was located in unincorporated Jackson County.*

Staff Finding: *Staff is in agreeance with the applicant's response.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

22-23-SE

TYPE OF REQUEST:

Special Exception

XXX

FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Donovan Scruggs, agent

Name of Applicant: _____

Name of Business: Gautier Agricultural Company LLC

317 Pine Drive, Ocean Springs, MS 39564

Address: _____

Mailing Address (if different): _____

Email Address: donovan@scruggsplanning.com

Phone: 228.348.1315 Cell Phone: 228.348.1315

Reason for request, location and intended use of Property: Use of an existing building as a cannabis cultivation facility. at 3100 Ladnier Road

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 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: _____

FOR OFFICE USE ONLY

Date Received 5/27/22 Verify as Complete SA

Fee Amount Received 250.00

Initials of Employee Receiving Application BZ

Date of Application: May 25, 2022I, Marita Lynae Jacob, Vice President of DLA Investments LLC, the fee simple owner of the following

described property (give legal description):

See Exhibit A

hereby petition to the City of Gautier to *Grant a Special Exception of* _____
3100 Ladnier Rd. and affirm that Donovan Scruggs

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.

Marita Lynae Jacob
 (Owner's Signature)

The foregoing instrument was acknowledged before me this 26th day of _____May, 20 22 by Marita Lynae Jacob

_____, who is personally known to me or has produced a drivers licence
 _____ as identification and who did take an oath.

Amy S. Lemon
 (Printed Name of Notary Public)

[Signature]
 (Signature of Notary Public)

Commission # _____ My commission expires _____.

(Notary's Seal)





OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$12.00
#201211998 BK: 1681 PG: 455-457
07/23/2012 04:02 PM 3 PGS
KPEACOCK, DC Rcpt#009627

Prepared by:
Island Winds Title Company, LLC
906 Convent Avenue
Pascagoula, MS 39567
228-762-5110
Michael L. Fondren
MS BAR 8941

Return to:
Island Winds Title Company, LLC
906 Convent Avenue
Pascagoula, MS 39567
228-762-5110
File No: 12-205

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Indexing Instructions: The SW 1/4 of SW 1/4 of Section 36, T7S, R7W, Jackson County, MS

WARRANTY DEED

Grantor
Robert Lee Wood, Jr.
P.O. Box 821
Gautier, MS 39553
228-218-2003

Grantee
DLA Investments LLC
3100 Ladnier Road
Gautier, MS 39553
228-762-0304

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **ROBERT LEE WOOD, JR.**, do hereby sell, convey and warrant unto **DLA INVESTMENTS, LLC**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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

This conveyance is also subject to the reservation of all oil, gas and minerals of record in the Chancery Clerk of Jackson County, Mississippi.

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

WITNESS THE SIGNATURES of the Grantors, this the 23RD day of July, 2012.


ROBERT LEE WOOD, JR.

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this 23rd day of July, 2012, within my jurisdiction, the within ROBERT LEE WOOD, JR., who acknowledged before me that he/she/they executed the above and foregoing instrument of writing.

(AFFIX SEAL)


NOTARY PUBLIC

My Commission Expires:



EXHIBIT A
LEGAL DESCRIPTION

That certain tract, piece of land situated in the SW 1/4 of SW 1/4 of Section 36, T7S, R7W, Jackson County, Mississippi, being more particularly described as follows:

COMMENCING at the SW corner of Section 36; thence North 72 degrees 49 minutes 46 seconds East 546.18 feet (recorded North 73 degrees 30 minutes East 541.00 feet) to the intersection of the North right-of-way of the CSX Railroad and the East right-of-way of Ladnier Road, said point being the POINT OF BEGINNING; thence North 8 degrees 30 minutes East along the East right-of-way of Ladnier Road 154.80 feet; thence South 77 degrees 14 minutes 41 seconds East to and along the South wall of a carwash and extension thereof parallel to the centerline of the CSX Railroad 420.00 feet to the East line of that property described in Deed Book 501, Page 595; thence South 8 degrees 30 minutes West along said line 154.80 feet to the North right-of-way of the CSX railroad; thence North 77 degrees 14 minutes 41 seconds West along the right-of-way of said railroad 420.00 feet to the POINT OF BEGINNING. This being part of the same land as conveyed to Glo-Mac Enterprises Inc. by Warranty Deed from McKinley R. Clark and wife, Gloria S. Clark, dated January 9, 1974 recorded in Deed Book 486, Page 304, Land Deed Records of Jackson County, Mississippi; and further being the same property as survey by Lewis Aldred, Jr., P.L.S., as by survey dated October 5, 1999.

Subject to any existing easements and/or rights-of-way.

Project: Mississippi Real Estate LLC

Location: 3100 Ladnier Road / PIDN: 82436075.110

RE: Consistency with Criteria for a Special Exception Request for Medical Marijuana Cultivation Facility



1. *Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?*

Medical marijuana, specifically, the cultivation was legalized in Mississippi in February 2022. The City's Unified Development Ordinance does not address this use. Because the use is not specifically listed within any of the zoning districts, the applicant is requesting a Special Exception to allow the cultivation within an existing building located within a C-2 District.

2. *Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?*

The existing building is approximately 15,000 square feet in size. The nearby and adjacent uses include a quasi-industrial site (mini-warehouses to the north) or vacant/undeveloped (to the north and east). The site immediately north of the property was once occupied by a car wash facility. The facility was removed and the site is overgrown and vacant.

Along the west side of Ladnier Road is a liquor store and convenience store. North of the liquor store is vacant and undeveloped properties. Behind these parcels is Mallette Brother Construction Company that is zoned Industrial.

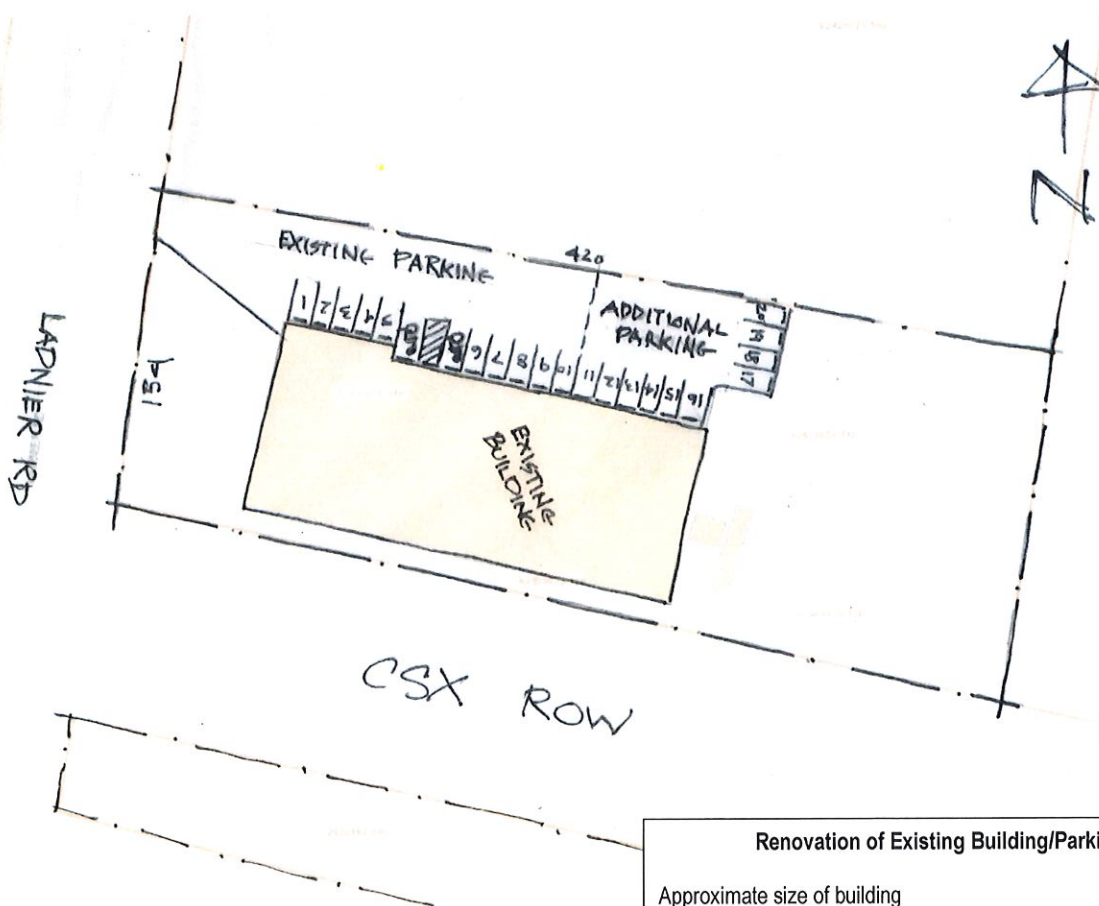
To the immediate south is a CSX Right of way, and north of Guillotteville Road is a narrow strip of vacant parcels. These parcels along with the rights-of-way indicated provide a buffer from the area to the south. There are residential properties located south of Guillotteville Road along the east side of Ladnier Road. The property south of Guillotteville Road and on the west side of Ladnier Road is a convenience store.

The area is transitional with a mix of commercial/industrial uses north of the railroad right of way and a mix of commercial and residential uses south of the right of way.

The building will be improved with significant investments and will be beneficial to the surrounding area.

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

The requested special exception results from the recent legislation that approved medical marijuana in Mississippi. The building was constructed in approximately 1974. At the time of construction, the building was located in unincorporated Jackson County.



Renovation of Existing Building/Parking

Approximate size of building	16,000 sq. ft.
Manufacturing, warehouse, or Industrial use	1/20,000 sq. ft.
No. of employees (approx. 15 to 20)	20 spaces
No. of ADA	2 spaces

**Land Use Report for Special Exception
For a Medical Marijuana Cultivation Facility at 3100 Ladnier Road
PIDN: 82436075.110**

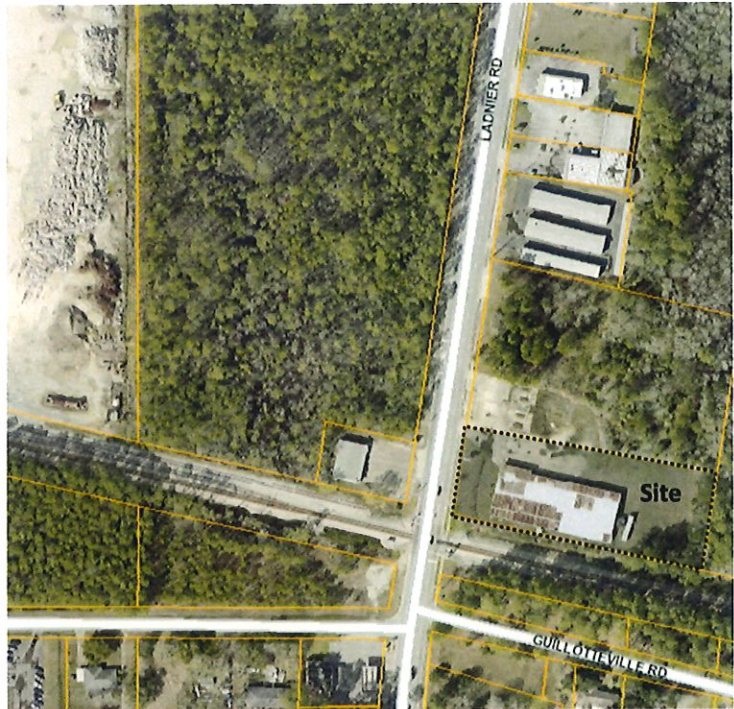
Submitted by: Donovan Scruggs, AICP
June 17, 2022

Gautier Agricultural Company, LLC has a contract to purchase a building located at 3100 Ladnier Road. The building has a footprint of approximately 16,000 square feet in area, and the purchasers hope to convert the structure into a facility to cultivate and grow medical marijuana.

Overview

The City of Gautier, like many local units of government in Mississippi, has not adopted regulations for medical marijuana facilities. The City did not 'opt out' for the growing, transporting, or selling of medical marijuana. Until regulations are adopted to address the use, the City has advised the applicant that the proper process for consideration is a Special Exception. The use is not a listed or 'permitted use' within the C-2 Community Commercial District or any other zoning district of the City, and the use is not defined within the zoning ordinance.

The site is an existing building that has included a variety of uses. It operated as a skating rink for several years. It has been used as a dance studio and market place. Currently, it functions as a day-care or after school use (Dream Tree Enterprises).



The building and immediate area are transitional with no distinct character. Most of the buildings in the area were constructed more than 35 years ago and pre-date the incorporation of the City. The subject building was constructed in 1974, and it needs improvements. The building currently is and historically has been underutilized, and its size or floor area presents challenges to the owner for re-use. The current lease is expiring, and the tenant will be vacating the building in July.

The Proposed Use

The applicant hopes to establish one of the first cultivation facilities for medical marijuana on the Mississippi Gulf Coast. While the industry may be new to Mississippi, it has become increasingly more common for

medicinal or recreational use throughout the United States. To date 37 states have approved the use for medical purposes. Mississippi approved its medicinal use in February 2022.

With the legalization of various forms of use throughout the country, the growing or cultivation of cannabis has become more standardized and controlled. This is to improve both consistency and efficiency. Because the product is being produced for pharmaceutical purposes, controls and security will be required. To achieve and maintain standards, the operators will fully control the quality or levels of the air, light, temperature, water, and fertilizers. The building's electrical equipment will likely require significant upgrades to accommodate the lights and air systems. The building will be very similar to a large green house with numerous rows and platforms for the plants. However, because of the strict requirements and security associated with the facility, all activities and equipment will be located inside the building with permanent walls. The building will be upgraded with commercial-grade exterior and interior doors, and the cultivation occurring inside the building cannot be visible to the public (limited or no windows).

The plants will be harvested and transported to a facility to process or refine the plant for use. No processing will occur at the proposed facility.

Special Exception Requirements

Section 4.16 of the City's Unified Development Ordinance (UDO) sets forth requirements for Special Exceptions. Subsection 4.16.4 *Criteria for Approval* establishes the standards for consideration as a Special Exception. This section establishes that uses 'not permitted by right' may be granted an exception or be allowed to operate with adherances to the following standards:

- A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;
- B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and
- C. That the special circumstances are not the result of actions of the applicant.

The following sections of this report will address consistency with these standards.

Special Exception – The Building

The size of the building and district in which it is located "deprive(s) the applicant of rights commonly enjoyed by others of the district..."(4.16.4.A.). According to the Jackson County Tax Assessors Office, the building was constructed in 1974. This construction pre-dates the incorporation of the City of Gautier and the adoption of the current zoning regulations for the City.

Table 7. *Intensity and Dimensional Standards*. establishes minimum and maximum criteria for lots and structures within various zones. Within the C-2 District, there are no maximum floor areas established (Maximum Floor Area Ratio). The building does not exceed the "maximum percentage of area covered on a lot". As a result, the building is largely compliant with the established standards of the zoning district, however, the uses permitted within the zoning district are not necessarily helpful for a building with a floor area of 16,000 square feet. The C-2 District includes a number of uses, but most are typical of buildings with smaller footprints and not adjacent to railroad rights of way. Ambulance Services, Amusement Arcades, Art Galleries, Medical or Dental Clinics, Convenience Stores, Day Spas, Drug Stores, Fish Camps, Instructional Studios, Dental Laboratories, Commercial Marinas, Secondhand Stores, Specialty Retail Spaces, and other

uses permitted within the district are not consistent with a building of 16,000 square feet. Because of the size of the building, the owner must either decide to demolish the building, create petitions for smaller areas within the building, seek a rezoning, or request the Special Exception. Attempts to utilize the building as set forth within the ordinance provides an extremely limited number of options for the owner.

The size of the building creates an unnecessary hardship that is not commonly present on other properties within the district. Most smaller or more modest sized structures have the flexibility to accommodate many of the uses outlined above. Buildings or floor areas that range in sizes of 1,000 to 4,000 square feet have greater flexibility and can be used for retail or office space, restaurants, clinics, and a number of uses permitted within the C-2 District. The size of this building is not necessarily consistent with the uses of the C-2 District, but it should not be considered nonconforming.

Conversely, the building would be better suited for a C-3 Highway Commercial or I-2 Industrial District that permits warehousing, manufacturing, storage, automotive service or repair, paint and body shops, and other uses that typically occupy larger building sizes. Even though the building should not be considered a nonconforming structure, the size of the building limits its uses and overall viability. A rezoning would provide the owner greater flexibility for the use of the building, but it may not be consistent with the area.

The Special Exception is the preferred alternative to a rezone because a number of uses permitted within the C-3 or I-2 Districts may not be consistent with the area. An 'upzoning' to C-3 or I-2 could be damaging to the area and open the door for undesirable uses along the corridor. The Special Exception provides the City of Gautier with more control over future land uses at the site.

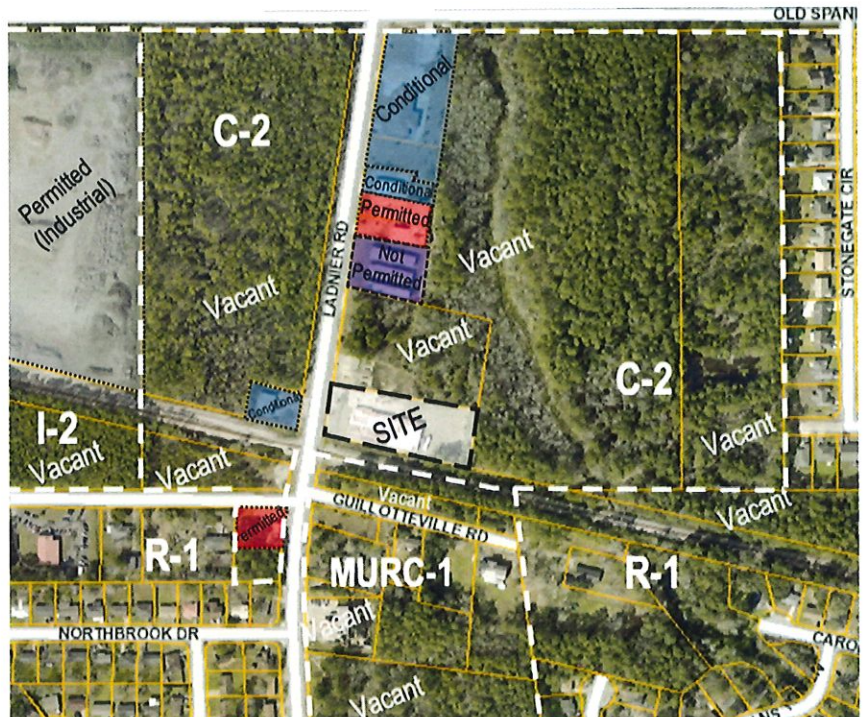
Special Exception – Consistency with Area and UDO

The proposed cultivation facility "...will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare" (4.16.4.B). Unlike many of the uses prohibited within the C-2 District, this use will not generate large volumes of traffic, loud noises, smoke, glare, dust, and other objectionable by-products. The use will not include outdoor storage, dilapidated or inoperable vehicles, or uses involving large equipment.

The use may be related to a wholesale nursery, but the activities and functions will be enclosed with no need for numerous acres of land for planting, temporary greenhouses, and material storage. The number of employees will be consistent with many of the office spaces, clinics and other uses of the C-2 District. With very limited outdoor display or signage associated with the facility, the site will have no real outward appearance of a cultivation facility. The proposed facility will allow a good use of a building that has existed within the neighborhood for almost 50 years.



The property is within a C-2 Community Commercial District. While the district's intent is to 'provide areas of medium density commercial including a mixture of retail, professional services, and studios', the uses along Ladnier Road are not necessarily consistent with this intended character of the district. Within the immediate area are a liquor store, mini-warehouses, a lounge, and two convenience stores. While there is a floral/flower shop to the north, the area lacks professional services, studios, or a mixture of retail establishments. Some of the uses mentioned are only allowed as Conditional Uses. The mini-warehouses are not permitted within the C-2 District and represent a nonconforming use. The vacant site immediately north of the proposed facility is a demolished car wash. In the center of these uses is the



Within the immediate area are several non-residential uses and vacant sites. Convenience stores and specialty retail (flower shop) are permitted uses (red) in the C-2 District. Package liquor stores and bars & lounges require a conditional use permit (blue). Mini-warehouses are not permitted (purple). To the west is an industrial zone and permitted uses.



Several properties adjacent to or surrounding the subject site are vacant. These include large tracts of land that have never been developed. The parcel north of the site (upper left photo) has become overgrown since the demolition of the car wash. The parcel between Old Spanish Trail and the convenience/liquor store is heavily wooded and has never been developed (lower left photo).

proposed cultivation facility to be located within an existing 16,000 square foot building. Many of the surrounding buildings were constructed prior to the incorporation of Gautier or the adoption of its zoning regulations.

A review of the surrounding properties demonstrates that many of the adjacent and nearby parcels are vacant or have never been developed. The 2.55 acre lot to the north is vacant and includes the demolished car wash. The site has been vacant for approximately 12 years. To the east of the site are three undeveloped tracts that total approximately 30 acres (17.2 ac., 10.0 ac., and 3.26 ac.). Immediately west of the site are a convenience store and packaged liquor store, however to the north, west, and south of that parcel is approximately 40 acres of undeveloped land (12.65 ac., 1.06 ac., and 25.31 ac.). Along the west side of Ladhier Road and between this convenience/liquor store and Old Spanish trail are wooded, undeveloped areas. South of the proposed facility between CSX right of way and Guillotteville Road is a narrow strip of undeveloped land. These wooded, undeveloped areas provide visual buffer from the building and the site for the residential areas to the south. It is likely that these strips of land will remain in place to provide a visual and sound buffer from trains along the railway.

Special Exception – Special Circumstances

The applicant is requesting consideration for a condition that is not addressed within the UDO. The request is to address... “special circumstances [that] are not the result of actions of the applicant” (4.16.4.C.). The proposed use was approved in February 2022 by the State of Mississippi, and the City of Gautier and some other cities across the Coast have not finalized local regulatory standards. Until rules are adopted to address the use, the Special Exception is the only viable route for approval.

The use is unique and not similar to other uses within the UDO. A wholesale nursery is obviously a related use, but differs greatly because of the amount of land dedicated to growing plants and material in fields or garden areas. Wholesale nurseries also contain large areas of outdoor storage for material that is ready for distribution. These are often located in agricultural areas such as northeast, unincorporated Jackson County. These uses are typically located tracts of land that are 5 acres or much larger.

A retail nursery is another related use, and these are more likely to be partially enclosed. These uses are smaller and will typically have large exterior display areas of plants, pots, soils, and other gardening needs. These are retail stores that are open to the public.

The proposed facility will not be open to the public. The proposed uses will be within an enclosed building with no exterior evidence of cultivation. No on-site purchase, dispensing, or use will be permitted. The product will be grown and transported to a processing facility. Once processed, it will be distributed for dispensaries for patients with prescriptions. Each stage or phase of the process will be heavily regulated and secured.

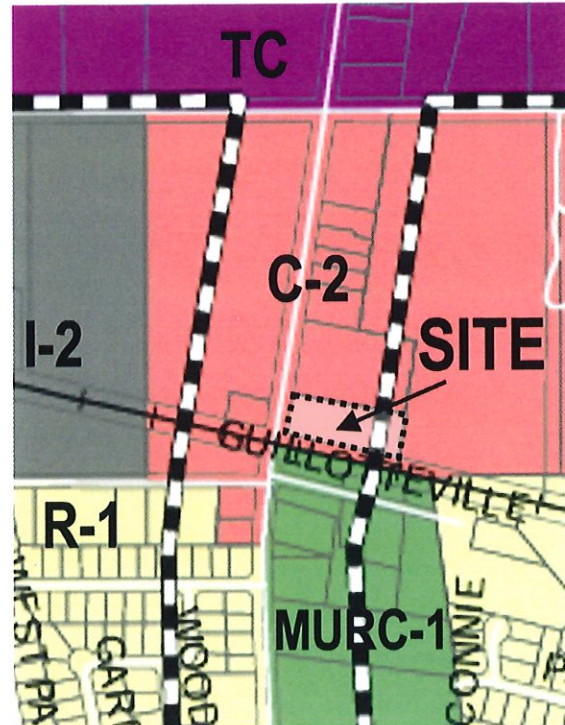
Zoning Map Review

As mentioned earlier in this report, the subject site is located in the C-2 Community Commercial District. A review of surrounding districts indicate that the site is not adjacent to any residential districts or uses. To the north and east are large areas of the C-2 District. To the west are additional C-2 areas and a large I-2 District. Immediately south of the site (and south of the CSX right of way) is the MURC-1 Mixed Use Recreation Commercial. To the southwest of the C-2 District and south and east of the MURC-1 District are R-1 Single-Family Residential Districts.

As implied in the name, the Mixed Use Recreation Commercial District permits a number of uses including single-family and multi-family residential dwellings. The MURC-1 also permits restaurants, hotels and motels, retail plant nurseries, specialty retail shops, title loan businesses and other commercial uses permitted within the C-2 District. The MURC-1 serves as a transitional district between the C-2 areas and the R-1 areas to the south. Because the site is surrounded by commercial and mixed use areas, it is not adjacent to a single-family residential district. Any single family residential use that is within close proximity to a MURC-1 or C-2 District has the potential of a commercial use being established.

Southern Right of Ways

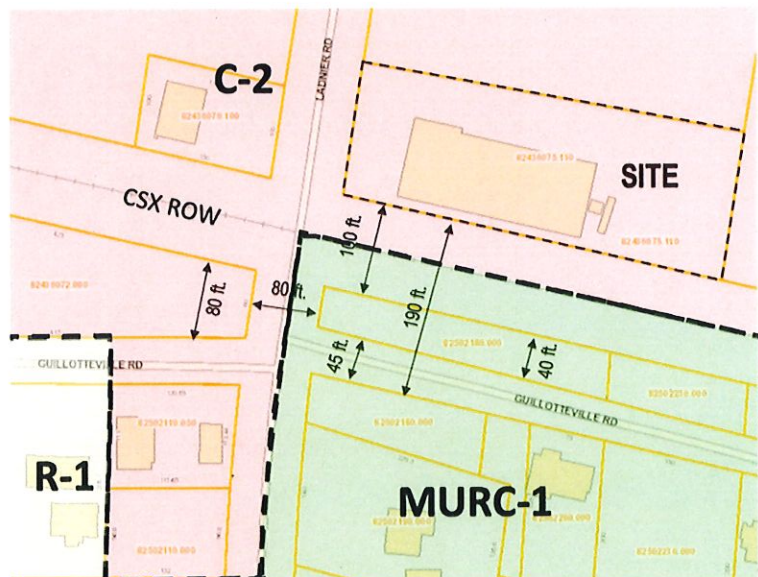
Buffering is addressed within the UDO for some properties and uses, but these buffering requirements are typically associated with the use of the adjoining properties. Because the property is adjacent to CSX and Ladnier Road rights of way and vacant areas to the north and east, no buffering is required.



The subject property is located adjacent to wider than normal rights of way. To the south the CSX right of way is 100 feet wide. To the west the Ladnier Road right of way is 80 feet wide. South of the site is the Guillotville Road with a right of way of 45 feet. These rights of way provide additional separation from neighboring properties within the C-2 and MURC-1 District to the south. Along both sides of the street are narrow strips of undeveloped properties that provide additional separation. As a result, the closest occupied or developable site to the south is approximately 200 feet from the property line of the subject site.

Summary

The applicant is requesting a Special Exception to convert an existing 16,000 square foot building into a facility to cultivate medical marijuana. This use was recently approved by the Mississippi Legislature and signed into law in February 2022. At present, the City of Gautier has not adopted regulations for medical marijuana, and the request for a Special Exception is a manner to gain approval for this specific site.



The subject building is situated on approximately 1.5 acres of land. It is surrounded largely by vacant or undeveloped areas that are largely wooded. The site is located along the north side of the CSX right of way.

The proximity to the railroad right of way impacts the use of the property. It also impacts the area in regards to residential developments. Noises and vibrations associated with trains often decrease the desirability of adjacent and nearby properties. The CSX right of way is 100 feet in width, and when combined with a private buffer area and the Guillotteville Road right of way, the site is separated from residential structures to the south by approximately 200 feet. It should be noted that the residential properties to the south of the site are located within a Mixed Use Recreation Commercial 1 District, and these districts permit commercial uses.

The proposed use is an excellent fit for the building. Within the C-2 District, there are very limited uses that would 'fit' into a 16,000 square foot building. Most of the uses only require floor areas of 1,000 to 4,000 square feet. The lack of marketability and underutilization of the building is a factor in its decline and the lack of investment into the building. The proposed use will occupy the building and justify improvements to the site and building, create jobs, and bring more tax revenues to the City.

Despite the negative, historical aspects oftentimes associated with marijuana as an illegal drug, the medical or pharmaceutical characteristics of the drug are beneficial in treating a number of medical conditions. Based on the 2020 vote, approximately 70 percent of Mississippians that voted favored the legalization of medical marijuana. Studies have demonstrated that the drug is beneficial for a number of patients in treating a variety of diseases. The plant will be grown or cultivated inside the facility with little or no exterior evidence of the building's use. Once mature, the plants will be harvested and transported to an off-site facility to be processed for use and distribution as a pharmaceutical product. At the proposed facility, there will be no dispensing or use of the products. The proposed facility will be a very highly regulated and secured. The use and activity associated with the building will have an overall positive impact on the neighborhood and the site.

82436075.110 DLA INVESTMENTS LLC

PIDN: 82436075.110

GISP: 777.36-03-0001.00

Owner Information

Percent of Ownership: 100

Name: DLA INVESTMENTS LLC

Name 2:

Mailing Address: 806 MARTIN ST
PASCAGOULA MS
39581

Site Address: 3100 LADNIER RD GAUTIER

Land Information

Section: 36 Acreage: 1.50

Township: 7

Range: 7

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 24184

Total Appraised Value: 161229

Improvement Value: 101649

Land Value: 59580

Tax Amount: 3519

SQ FT: 16000

Year Built: 1974

Legal Description

Description: COM SWC SEC 36 N 72 DEG E 546.18
TO N/M RR & E/M LADNIER RD TO P
OB N 8 DEG E 154.80' S 77 DEG E
420' S 8 DEG W 154.80' N 77 DEG
W 420' TO POB DB 1681-455 (1 Map
777.36-03)

Deed Book / Page: 1681 / 455

82436075.110 DLA INVESTMENTS LLC



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

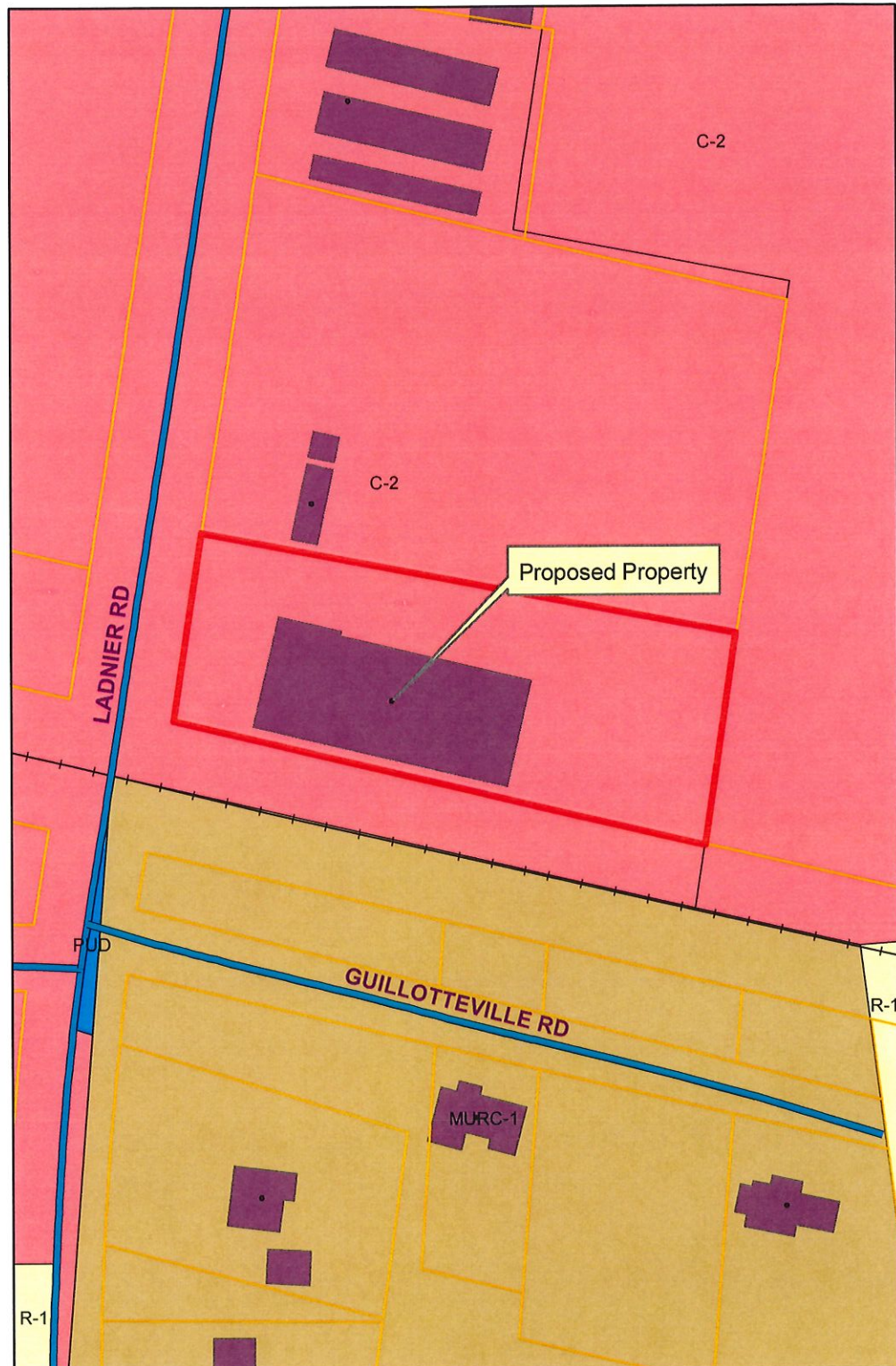


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

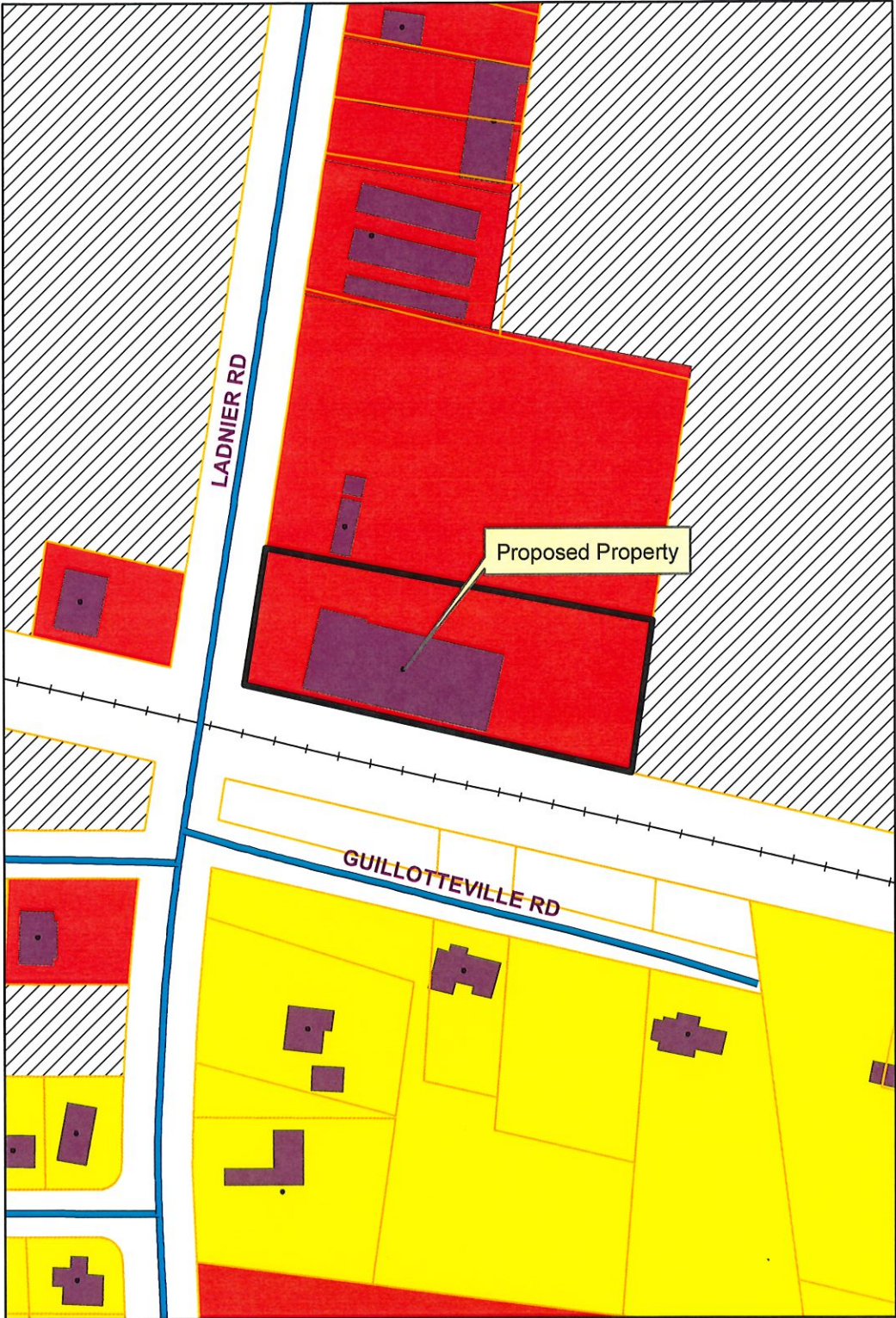


Exhibit D

Future Land-Use

Prepared By:

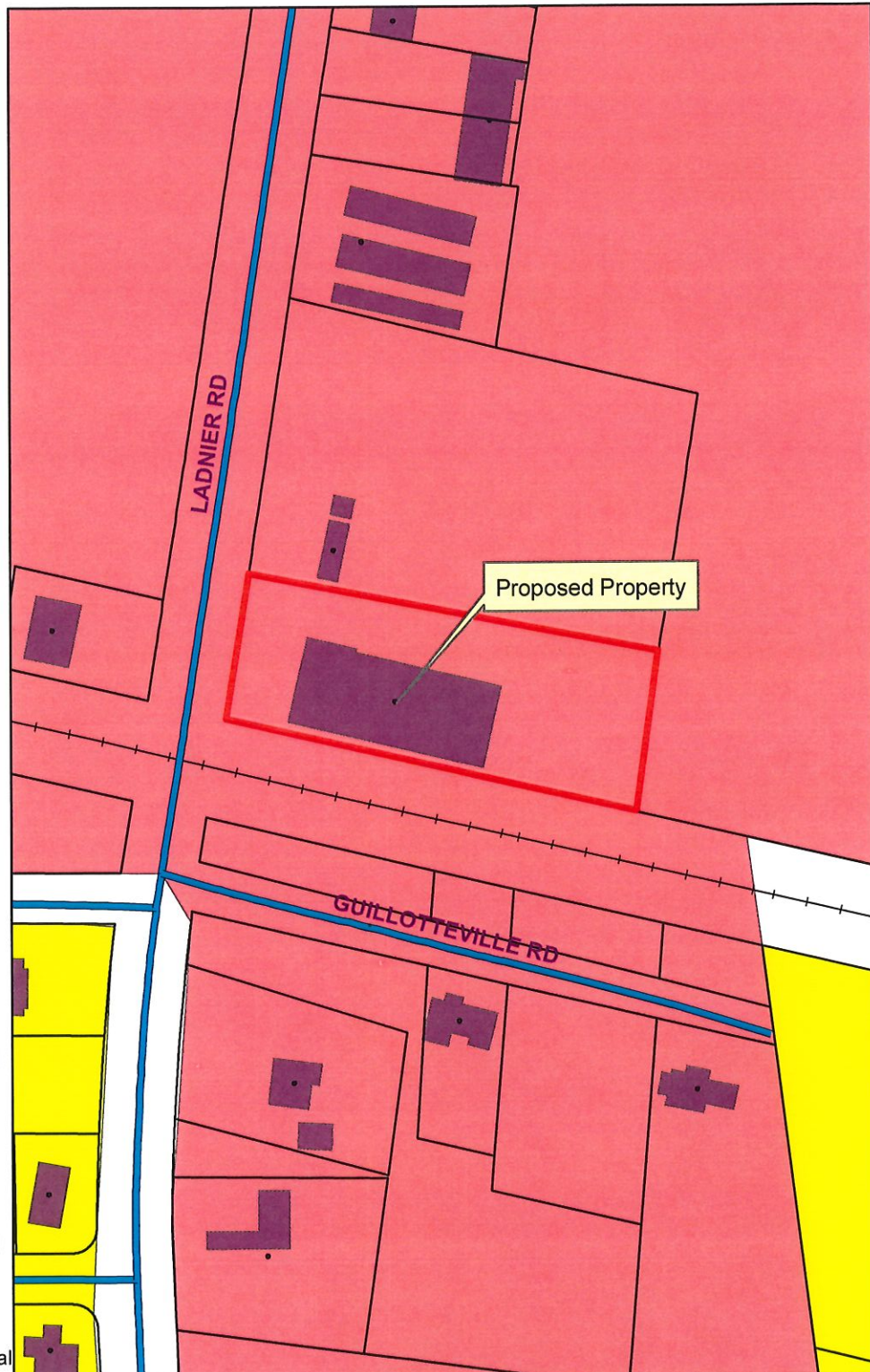
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



Excerpt from July 7, 2022 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District at 3100 Ladnier Road, PID #82436075.110 (GPC #22-23-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised that in the near future there would be clarification verbiage presented for addition to the existing UDO in regards to cannabis uses and this use in this district (C-2 District) is proposed to be added as a Conditional Use-Major.

REQUEST:

The Planning Department has received a request from Gautier Agricultural Company LLC for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District at 3100 Ladnier Road, PID #82436075.110 (GPC #22-23-SE). The application fee of \$250 was paid on May 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3100 Ladnier Road, PID #82436075.110 (See Exhibit A)
2. General features of the proposed project:
 - Site Size: Approximately 1.5 Acres
 - Existing building on property - approximately 16,000 square feet
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial and MURC-1 Mixed Use Recreation Commercial
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others

of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Medical marijuana, specifically, the cultivation was legalized in Mississippi in February 2022. The City's Unified Development Ordinance does not address this use. Because the use is not specifically listed within any of the zoning districts, the applicant is requesting a Special Exception to allow the cultivation within an existing building located within a C-2 District.

Staff Finding: Additions to the City of Gautier's Unified Development Ordinance, as it pertains to allowed uses for Medical Marijuana Facilities within the City, are currently being drafted and will be brought before Planning Commission and City Council in the near future for consideration. Included in these proposed additions is an allowance for a Cultivation Facility to be placed in a C-2 District with the approval of a Conditional Use Major.

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: The existing building is approximately 15,000 square feet in size. The nearby and adjacent uses include a quasi-industrial site (mini-warehouses to the north) or vacant/undeveloped (to the north and east). The site immediately north of the property was once occupied by a car wash facility. The facility was removed and the site is overgrown and vacant.

Along the west side of Lадnier Road is a liquor store and convenience store. North of the liquor store is vacant and undeveloped properties. Behind these parcels is Mallette Brother Construction Company that is zoned industrial.

To the immediate south is a CSX Right of way, and north of Guillotteville Road is a narrow strip of vacant parcels. These parcels along with the rights-of-way indicated provide a buffer from the area to the south. There are residential properties located south of Guillotteville Road along the east side of Lадnier Road. The property south of Guillotteville Road and on the west side of Lадnier Road is a convenience store.

The area is transitional with a mix of commercial/industrial uses north of the railroad right of way and a mix of commercial and residential uses south of the right of way.

The building will be improved with significant investments and will be beneficial to the surrounding area.

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

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

Applicant Response: *The requested special exception results from the recent legislation that approved medical marijuana in Mississippi. The building was constructed in approximately 1974. At the time of construction, the building was located in unincorporated Jackson County.*

Staff Finding: *Staff is in agreeance with the applicant's response.*

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

1. Applicant’s Exhibit 1 – Application
2. City’s Exhibit A – Location Map
3. City’s Exhibit B – Existing Zoning Map
4. City’s Exhibit C – Existing Land Use Map
5. City’s Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present his case.

Donovan Scruggs, representative for Gautier Agricultural Company LLC, stated that they had started talking with the City about two and a half months ago regarding this particular property and how to go about getting approval for a cannabis cultivation facility

or grow house. At that time, and at present, Gautier has not adopted any regulations regarding a cannabis grow house or any kind of cannabis dispensary. The rules for these facilities were just adopted by the State of Mississippi in February of this year.

Mr. Scruggs stated that the proposed site was once a skating rink and is 16,000 square feet. Most uses allowed in a C-2 zoning district are uses with a building size of 1,000 to 4,000 square feet. A building of this size would be more appropriate located in a C-3 Highway Commercial or Industrial district. Mr. Scruggs stated that there would be no dispensing or processing of the product at this site if approved and that all growing would be enclosed and with strict security requirements in place. He noted that the property is surrounded by commercial or non-residential districts such as MURC-1 Mixed Use Recreation Commercial and C-2 Community Commercial. The property does not abut a residential district and a lot of the surrounding properties are vacant. He also said they did intend to improve the exterior of the building.

The proposed use is regulated by Mississippi Department of Revenue and includes residency requirement for owners, high permitting fees, tracking of products, and security. Distances are required from schools, churches, and day-care facilities.

Lanae Jacob, one of the owners the property, stated that she bought the property in 2009 to rent out for wedding receptions and private parties, and that she also did ballroom, country, Latin, and swing dancing there. Through the years, the cost of cooling the building made it no longer cost effective for her business, so they put the property up for sale in 2013. In 2019 she let the current tenants rent the building with interest in purchasing the building later. They are still only renting the building. Ms. Jacob said she could no longer continue to carry the cost of the building, she needed to sell it. Gautier Agricultural Company LLC made her a good offer, and she would like to sell to them because she also thinks a cannabis cultivation facility would be good for the community in terms of being a safer area due to the added security required for the use.

Chairman Jamison asked if Staff had received any calls or letters regarding the request.

Babs Logan, Planning Technician, said letters were sent to the adjoining property owners and that no one had called or sent a letter regarding the request.

Chairman Jamison asked how many employees there would be and would there be any smell coming from the building.

Mr. Scruggs said there would be about fifteen to twenty employees and because this would be one of the smaller facilities allowed by State regulations there should not be any smell coming from the building.

Chairman Jamison asked if there would be eighteen wheelers in and out of the property picking up the product. She is concerned because the railroad tracks already cause a traffic backup sometimes.

Mr. Scruggs stated that he didn't think eighteen wheelers would be used for transportation of the product because it would be a small facility and he didn't expect trucks on a daily basis. Traffic should not be an issue.

Commissioner McManus asked why this particular location was chosen. The area is highly populated, highly traveled and there is a school, and a Boys and Girls Club on the street. Why not choose a location that is more remote and less traveled.

Mr. Scruggs stated that the location has water, sewer and electricity that is readily available as opposed to a more remote location. He said it is also easier to secure when you have a ready Police Force in town. It is also an existing building and it would take about a year to build a new facility and the expense of building is going up all the time.

Commissioner Decoteau asked, from a legal standpoint, does the State of Mississippi allow the Planning Commission to legally approve the facility in a C-2 Zone.

Josh Danos, City Attorney, stated that since the City of Gautier did not opt-out the facility is allowed by right in Agricultural and Industrial Zoning Districts and it is legally okay for this request in this district even though the City has not adopted any ordinances regarding cannabis cultivation facilities at this time.

Mr. Ankerson told the Commissioners to keep in mind that even with the State of Mississippi allowing cannabis cultivation facilities in Agricultural Districts, the City of Gautier's Agricultural District is currently mostly residential.

Commissioner McManus asked the City Attorney what kind of revenue the City would receive from this business.

Mr. Danos said that the City would probably not receive any revenue from the facility because sales tax would come from the point of sale or the dispensaries.

Mr. Scruggs said that with the improvements to the building it should add something to the ad valorem taxes.

Lanae Jacob stated that they had obtained waivers from several churches in the area.

Mr. Danos explained that if you were within 1000 linear feet of a church or 500 linear feet if you get a waiver from the church.

Commissioner Gainer said he was concerned because it was a high traffic area and, in the past, there had been drug trafficking in the area. He was not comfortable having the facility at that location even with a fence and 24/7 security.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Hoover made a motion to recommend the City Council approve the request for a cannabis cultivation facility at 3100 Ladnier Road.

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

AYES:	William Davis Chris Hoover Ricky Decoteau
NAYS:	DeAnna McManus Kay C. Jamison Paul Gainer Josh Ward

Motion failed.

Commissioner Ward made a motion to recommend the City Council deny the Special Exception.

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

AYES:	DeAnna McManus Kay C. Jamison Paul Gainer Josh Ward
NAYS:	William Davis Chris Hoover Ricky Decoteau

Motion passed.

Councilman Colledge made the motion to approve a six-foot (6') variance to side yard setback requirements, as presented, for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 7600 Bluff Point Road, Gautier, MS (GPC 22-25-VAR). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 129-2022

WHEREAS, the homeowner of 7600 Bluff Point Road, (PID #85700022.000) has requested a six-foot (6') variance to side yard setback requirements for an accessory building in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the proposed accessory building would be four feet (4') from the side property line, in lieu of the required ten feet (10'); and

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

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the Gautier Planning Commission's recommendation to approve this variance;

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/13/2022
Subject: Consider a request for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-25-VAR)

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has had an accessory building placed four feet (4') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a six-foot (6') variance.

DISCUSSION:

The applicant requests a six-foot (6') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be four feet (4') from the side property line in lieu of the required ten feet (10').

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance as presented.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 7.7.22 (#22-25-VAR)
2. Complete Packet 22-25-VAR

Excerpt from July 7, 2022 Planning Commission Meeting:

The Planning Department has received a request for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 7600 Bluff Point Road, PID #85700022.000. (GPC #22-25-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the shed was put in without a permit because the applicant was not aware that one was needed or that there were setback requirements.

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has had an accessory building placed four feet (4') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a six-foot (6') variance.

DISCUSSION:

The applicant requests a six-foot (6') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be four feet (4') from the side property line in lieu of the required ten feet (10').

DETERMINATION OF APPLICABLE LAW:

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

- 1. Applicant’s Exhibit 1 – Application
- 2. City’s Exhibit A – Location Map
- 3. City’s Exhibit B – Existing Zoning Map
- 4. City’s Exhibit C – Existing Land Use Map
- 5. City’s Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present her case.

Jannea Rogers Willis explained that she had purchased the property in November 2021. Her primary residence is in Semmes, Alabama. This is a small house to be used on the weekends and it has no ancillary storage on the property. The property is on the river and she needs a shed to keep life vests, kayaks, etc. She stated that she had searched the ordinance online to find regulations for sheds but had apparently misinterpreted the

regulations. She said that her house sits on a bluff and the top of the bluff is only about twelve feet (12') away from the house. She chose the right side of the property to place the shed because that would make it the least obvious to anyone passing by.

Chairman Jamison noted that Ms. Willis had included affidavits from the neighbors stating they did not have any objections. Chairman Jamison asked Ms. Willis if the home was for her personal use or was it going to be used as an ABNB (Air Bed and Breakfast).

Ms. Willis said it was for her personal use and would not be used as an ABNB.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the variance as presented.

Chairman Jamison seconded the motion and the following vote was recorded:

AYES: **Josh Ward**
 Kay C. Jamison
 DeAnna McManus
 William Davis
 Paul Gainer
 Ricky Decoteau
 Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

July 7, 2022

GPC #22-25-VAR

7600 Bluff Point Road

VII. NEW BUSINESS

1. Consider a request for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-25-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: June 24, 2022

Subject: Consider a request for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-25-VAR)

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a six-foot (6') variance to side yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has had an accessory building placed four feet (4') from the side property line. The required set-back from the side property line is ten feet (10'). The applicant needs a six-foot (6') variance.

DISCUSSION:

The applicant requests a six-foot (6') variance to the minimum side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District that would allow an accessory building to be four feet (4') from the side property line in lieu of the required ten feet (10').

DETERMINATION OF APPLICABLE LAW:

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Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

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- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

- 1. Applicant's Exhibit 1 – Application
- 2. City's Exhibit A – Location Map
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- 4. City's Exhibit C – Existing Land Use Map
- 5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-25-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	_____✓_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant :

Jannea Rogers WILUS

Name of Business:

Phone: 251-232-3446

Property Address:

1600 Bluffport Rd

Mailing Address (if Different):

1270 Howells Ferry Rd, Semmes, AL

E-Mail Address:

Jannea.Rogers@arlaw.com

Reason for request, location and intended use of Property:

Variance for shed to be

36575

within 10' offset, 6' sideyard variance

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. A detailed project narrative.
- n/a 3. Copy of protective covenants or deed restrictions, if any.
- n/a 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ✓ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant:

Jannea Rogers Wilus

Date of Application:

5-31-22

FOR OFFICE USE ONLY

Date Received

5/31/22

Verify as Complete

Post

Fee Amount Received

175.00

Initials of Employee Receiving Application

BZ

July 7

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

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

YES. The lot is very narrow and shallow on rear (see diagram). The shed is a well built moveable structure 8x16 (120 sq ft). It cannot be placed at the rear as there is a Bluff approx 12' from the back steps. The shed is placed in the most logical place to be sure it is not an eyesore and is functional.

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

yes, a survey of the area within a 1 mile radius indicated in excess of 50 sheds placed on or near the side property line. any other placement of this shed would single out this property and make the shed more noticeable and less useful to the property owner.

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

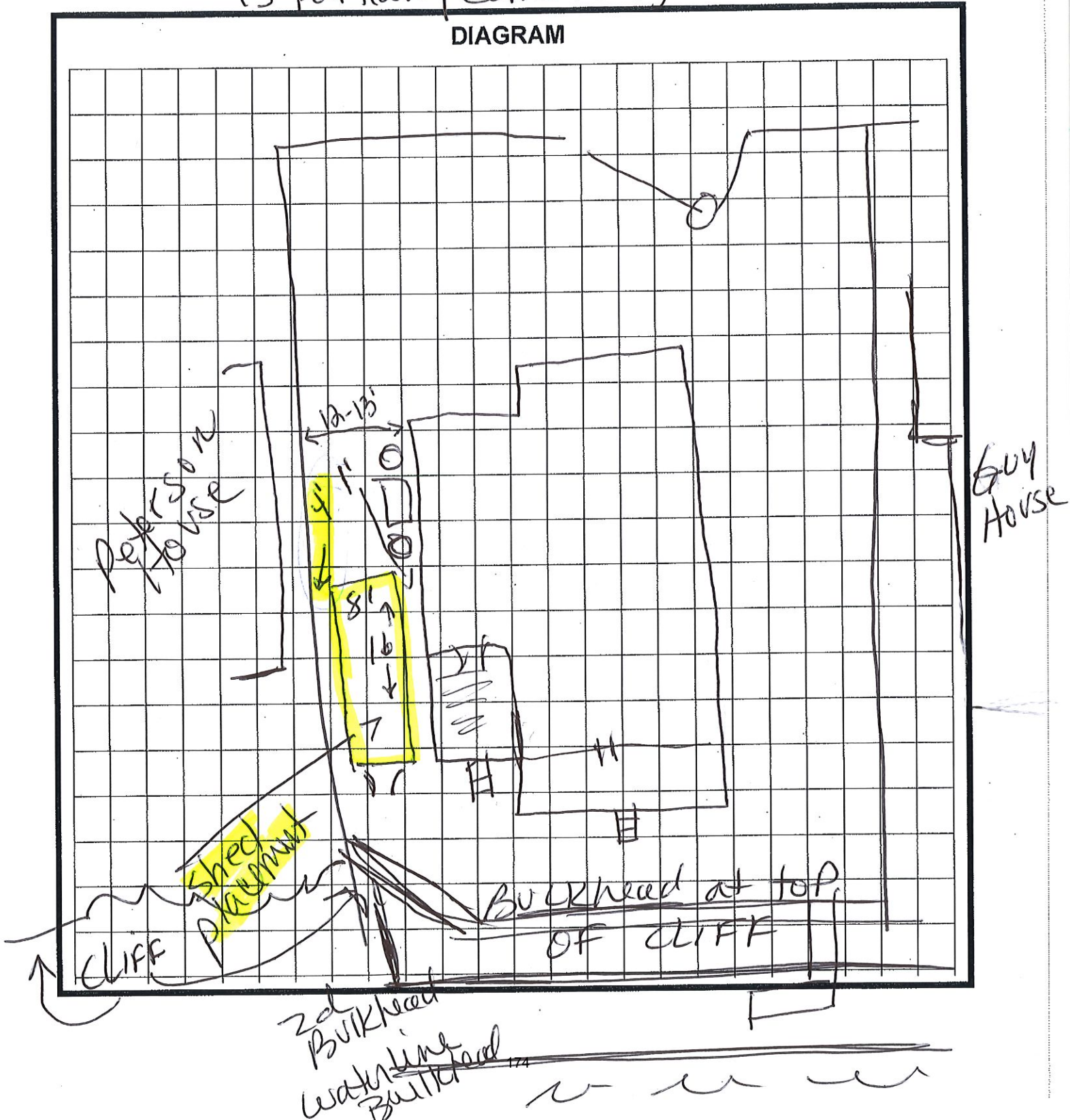
NO

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

NO - as stated the 10' offset is not in place as both houses on either side are constructed within the 10' offset, there are numerous structures on the side property line of houses within a one mile radius.

- Shed Dripline is 100% on this property (intend to install Gutters)
- Both adjacent landowners agree with placement of shed
- Shed placement is optimal for use and is partially camouflaged from road as is

DIAGRAM



NARRATIVE

The house is roughly 1300 sq. ft. and a shed is necessary for normal use and enjoyment of the property. A very nice and attractive shed was purchased and placed on the property in the most logical and optimal location on the side of the house where it is not a eyesore to either adjacent neighbor.

The neighbors were consulted prior to installation and agreed to the location of the shed. The shed offers the Petersons privacy on their back porch as it does to us on ours. The shed is wholly located within our property lines including the roof line + drip line. The shed is barely visible from the road where it is currently located.

There is no better location for the shed to be - no spot behind the house as there is a bluff and drop off that prevents it from being put behind the house. The other side of the house would still place it within the 10' set off, would make the shed less useable and would make it more obtrusive and a eyesore. The most "affected landowner" is the Petersons whose house is less than 5' from the property.

line - and who signed an affidavit that they like the shed where it is.

AFFIDAVIT

STATE OF ALA
COUNTY OF Washington

COMES NOW the undersigned, Jannea Rogers Willis, who is personally known to me and states under oath the following:

1. My name is Jannea Rogers Willis, I am the owner of the property located at 7600 Bluff Point Road in Gautier, Mississippi and have been since its purchase by me in November of 2021.
2. I am over the age of 21, of sound mind and body and make this declaration based upon my own personal knowledge.
3. As the owner, I, along with my husband and son, constructed a fence around the south side property line as well as across the front of the property, and we completed a fence that had been started on the north side of the property line. There was a preexisting chain link fence that ran on these three lines of the property which was removed for the wood fence to be constructed.
4. The wood fence newly built was the exact same fence that had been erected by the prior owner, George Floyd, on the north property line from the top of the cliff to the midpoint between the front of the house and the road.
5. Prior to the demolition of the old chain link fence, which was an eyesore and in significant disrepair, I spoke with both adjoining landowners, Wesley and Charlotte Guy to the north and Carmen and Cooper Peterson to the south, as well as Dale and Alisa Sellers across the street, to inform them of the upcoming demolition and new fence construction. Frankly, they were all universally delighted I was going to take down the old dilapidated chain link fence that had weeds, brush, vines and trash lodged in its links and install something new and nice that would better the neighborhood. We all discussed the fence and everyone was in agreement with our plans.
6. Prior to the installation of the new fence, I also had a surveyor come to the property and mark with a stake as well as angle iron the six corners of the property (there are four corners at the house elevation and then two corners at the water line) to ensure the fence was in the right location. The fence followed the surveyor's stakes and was placed one inch inside the property line on all corners.
7. The fence itself is slightly less than 5' high with posts that are slightly less than 6' high as decorative additions to the wood fence. The fence is plain but will be stained at a later date.

8. The fence is the same height as the pre-existing fence that had been put in place by George Floyd without complaint or incident. It is important to note the Floyd fence extended beyond the front of the house and was halfway to the roadway when he stopped construction and that fence had been in place for at least 3 years prior to the construction of the remainder of the fence.
9. In order to obtain whatever "variance" is required to allow the fence to stay, the three adjoining landowners have executed affidavits and have gone to the expense and inconvenience of having them notarized to comply with the building code provision that permits an owner such as myself to obtain a variance and showing their universal agreement to the fence as it is currently constructed, just as they had agreed prior to construction. Those 3 affidavits are attached hereto.
10. In addition to the fence, we have purchased an 8'x16' portable building or shed from a seller in Lucedale, Mississippi and have had it brought to the property. The seller employed a licensed and insured mover who brought the shed to the property and located it in its current location. The shed is not a permanent structure, it is not on a slab as it is on wooden "skids" that allows it to be moved, and it is not attached to the dirt in such a way as to become "part of the property." Rather, it is a removable shed that can be sold and separated from the real property itself.
11. The shed has been placed wholly within the surveyed lines of this property. The drip line from the roof also is within the surveyed lines of this property although the intention is to install gutters as soon as this "Stop Work Notice" issue is resolved. The intent is also to have the shed anchored with tie downs to secure it in the event of a storm. However, as you know tie downs do not make a structure permanent to the real estate as they can be dug up and the shed disconnected at some time in the future.
12. The shed is located on the south side of the property. Again, prior to bringing in the shed the adjoining property owners were notified and inquiry made whether there was any objection to the shed and again no one objected. In fact, the "most affected" property owners, Carmen and Cooper Peterson, like the shed and appreciate the privacy it now affords them on their back porch. All of the adjoining property owners have included in their affidavits that they have no issue with the shed or its location.
13. I am confused as to why the shed location is an issue as stated on the stop work notice as I could find nothing in the code that discusses moveable, non-permanent structures like a shed other than information on moving them to and from the property. As you can see above, the shed is less than 8.5' wide and therefore the moving issue is nonexistent. The shed is also less than 200 sq. ft. so it would not seem a permit is needed for the shed.
14. If the issue is the 10' setback then I would direct your attention to the 100 or so "sheds" in the adjoining neighborhoods that are all set within 15' of the rear property lines and/or

within 10' of the side property lines. I would also point out that there are innumerable houses that are permanent construction that are within the 10' setback not only on my street but on almost every street within a one mile radius. Finally, I would point out that any other location on the property would make the shed stand out and be more obvious such that the adjoining landowners each and every agree that the best location for the shed is where it is currently placed.

15. In any event, to the extent a variance is required to allow the shed to remain then the affidavits of the adjoining landowners and this affidavit are submitted with that purpose in mind.
16. No violation of any building code was intended by either the construction of the fence or the locating of the shed on the property at 7600 Bluff Point Road.
17. This affidavit is prepared and signed in good faith and for the purposes stated herein and to attach to a permit and or variance application as made necessary by the Stop Work Notice posted 5/12/22.
18. Any communication about this affidavit or the permit/variance can be directed to me at my law offices as follows:

Jannea Rogers Willis
11 N. Water St. Suite 23200
Mobile AL 36602
Jannea.rogers@arlaw.com
251-232-3446.

If a hearing to confirm the variance is requested, I would ask for at least 14 day's notice in order to have one of my partners from my Jackson, Mississippi office appear with me to ensure that the variance is approved and that no further action be needed on my part to occupy the property at 7600 Bluff Point Road in peace and quiet enjoyment.

Further affiant sayeth naught.

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Jannea Rogers Willis

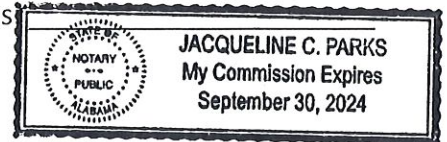
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that **Jannea Rogers Willis**, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of May, 2022.

[AFFIX NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires



AFFIDAVIT

STATE OF MS

COUNTY OF Jackson

COME NOW before me the undersigned Colin Peterson or Carmen Peterson who resides at 7530 Bluff Point Road in Gautier, Mississippi. Colin Peterson or Carmen Peterson, after being duly sworn, states and attests to the following as truthful.

James Cooper JCP

1. My name is Carmen Peterson OR ~~Colin~~ Peterson, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.

2. I reside on a permanent basis at the Bluff Point Road address listed above.

3. The property next to me at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.

4. The new owners approached us about the installation of a new fence similar to the wood fence erected down $\frac{3}{4}$ of the side property line prior to demolition of the chain link fence and installation of the wood fence.

5. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.

6. The new fence is acceptable to us as it is constructed.

7. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.

8. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

9. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

10. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

11. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.


Colin Peterson OR Carmen Peterson

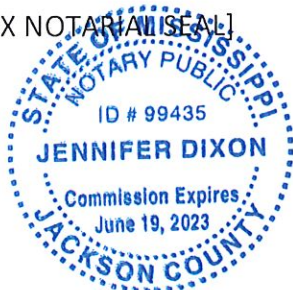
JCP

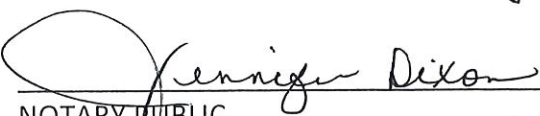
STATE OF MISSISSIPPI
COUNTY OF Jackson

I, the undersigned Notary Public in and for said State and County, hereby certify that Carmen Potts, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 26th day of May, 2022.

[AFFIX NOTARIAL SEAL]




NOTARY PUBLIC
My Commission Expires: 06/19/2023

AFFIDAVIT

STATE OF ms

COUNTY OF George

COME NOW before me the undersigned Dale DS or Felicia _____ who resides at 9304 Briarcrest Lane, in Vancleave, Mississippi. Dale DS or Felicia _____, after being duly sworn, states and attests to the following as truthful.

1. My name is Dale DS or Felicia _____, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.
2. We purchased this property as an investment and do not reside there full time.
3. The property at issue, which is across the street from our property, at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.
4. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.
5. The new fence is acceptable to us as it is constructed.
6. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.
7. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

8. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

9. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

10. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.

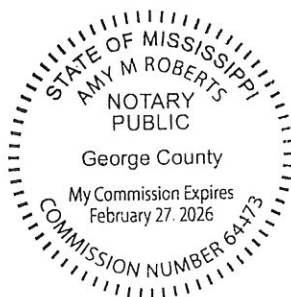
Dale Sellers
Dale _____ OR Felicia _____

STATE OF MISSISSIPPI
COUNTY OF George

I, the undersigned Notary Public in and for said State and County, hereby certify that Dale Sellers, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 19th day of May, 2022.

[AFFIX NOTARIAL SEAL]



Amy M Roberts
NOTARY PUBLIC
My Commission Expires: 2-27-26

AFFIDAVIT

STATE OF Mississippi

COUNTY OF Jackson

COME NOW before me the undersigned Charlotte Guy or Wesley Guy who resides at 7608 Bluff Point Road in Gautier, Mississippi. Charlotte Guy or Wesley Guy, after being duly sworn, states and attests to the following as truthful.

1. My name is Charlotte Guy OR Wesley Guy, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.
2. I reside on a permanent basis at the Bluff Point Road address listed above.
3. The property next to me at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.
4. The new owners approached us about the installation of a new fence similar to the wood fence erected down $\frac{3}{4}$ of the side property line prior to demolition of the chain link fence and installation of the wood fence.
5. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.
6. The new fence is acceptable to us as it is constructed.
7. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.

8. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

9. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

10. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

11. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.

Charlotte Guy
Charlotte Guy OR Wesley Guy

STATE OF MISSISSIPPI
COUNTY OF SACKSON

I, the undersigned Notary Public in and for said State and County, hereby certify that Charlotte Guy, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 13 day of May, 2022.

[AFFIX NOTARIAL SEAL]

03000
NOTARY PUBLIC
My Commission Expires: 5/1/2026

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 314793
ORLANDO D. BRADFORD
Commission Expires
May 1, 2026
JACKSON COUNTY

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

Grantor:
The Floyd Family Trust
365 Kirkland Loop
Ellisville, MS 39437
(601) 410-0757

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

Grantee:
Jannea Rogers Willis
~~7600 Bluff Point Rd.~~
~~Gautier, MS 39553~~
(251) 232-3446

P.O. Box 1489
Semmes AL 36575

File No. G218568S

INDEXING INSTRUCTIONS: Lots 5 & 6, James Martin Estates and Sec12, T7S, R7W
Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **The Floyd Family Trust dated April 27, 2005, George E. Floyd and Linda G. Floyd, Trustors and/or Trustees** does hereby sell, convey and warrant unto **Jannea Rogers Willis**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to The Floyd Family Trust, by instrument recorded in Deed Book 1860, Page 447 Land Deed Records of Jackson County, Mississippi.

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

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

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

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

The death certificate of Linda G. Floyd is attached hereto as Exhibit "A".

The Trust Certification is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 19th day of NOV., 2021.

The Floyd Family Trust

By: George E. Floyd, Trustee

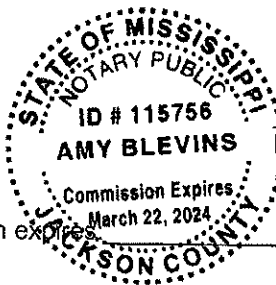
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **George E Floyd**, the duly appointed **Trustee of The Floyd Family Trust**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 19th day of NOV., 2021.

(AFFIX SEAL)



My commission expires

Amy Blevins
NOTARY PUBLIC

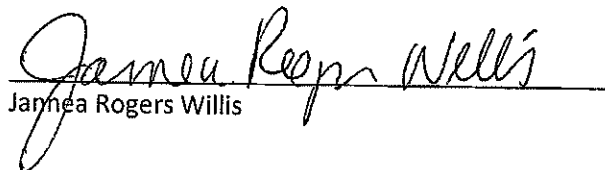
Exhibit "A"

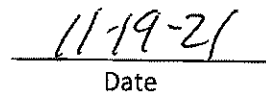
Legal Description

Beginning at the Northeast corner of that property purchased by Grantors from L.E. Hitt and wife, on January 8, 1946, as shown by deed recorded in Book 92, at pages 102-103 of the Records of Deeds of Jackson County, Mississippi, and running then South 428 feet to a point on the West bank of the West Pascagoula River for a point of beginning, and from said point of beginning, running; thence West parallel with the North line of the property purchased by us, as set out above, 200 feet; thence South 80 feet; thence East and parallel with the North line of the property purchased by us, as set out above, 200 feet to the West bank of the West Pascagoula River, thence Northerly along the meanderings of said River 80 feet, more or less, to the place of beginning.

All of said land being situated in Lots 5 and 6 of the James Martin Estates, as shown by Plat of said estate recorded in Surveyor's Record Book 1, Page 48 and being part of Claim Section 12, Township 7 South, Range 7 West.

It is understood and agreed that said property cannot be used for commercial purposes without permission from owners of Singing River Fishing Camp.


Jamea Rogers Willis


Date

85700022.000 FLOYD GEORGE E&LINDA G TRUSTEE

PIDN: 85700022.000

GISP: 763.07-02-0072.00

Owner Information

Percent of Ownership: 100

Name: FLOYD GEORGE E&LINDA G TRUSTEE

Name 2: THE FLOYD FAMILY TRUST

Mailing Address: 365 KIRKLAND LOOP

ELLISVILLE MS

39437

Site Address: 7600 BLUFF POINT RD GAUTIER

Land Information

Section: 03

Acreage: 0.36

Township: 7

Range: 6

Street Name BLUFF POINT
RD

Value and Tax Information

Total Assessed Value: 23122

Total Appraised Value: 154142

Improvement Value: 62652

Land Value: 91490

Tax Amount: 3479

SQ FT: 1340

Year Built: 1964

Legal Description

Description: COM SEC LOT 11 LINDA'S BLUFF S/D

SLY ALG RIVER 246' FOR POB W 20

0 S 80' E 200' TO RIVER N ALG RI

VER 80' BACK TO POB PT LOT 5 JAM

ES MARTIN EST DB 1849-216 DB 186

0-447 (72 MAP763.07-02)

Deed Book / Page: 1860 / 447

85700022.000 FLOYD GEORGE E&LINDA G TRUSTEE



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

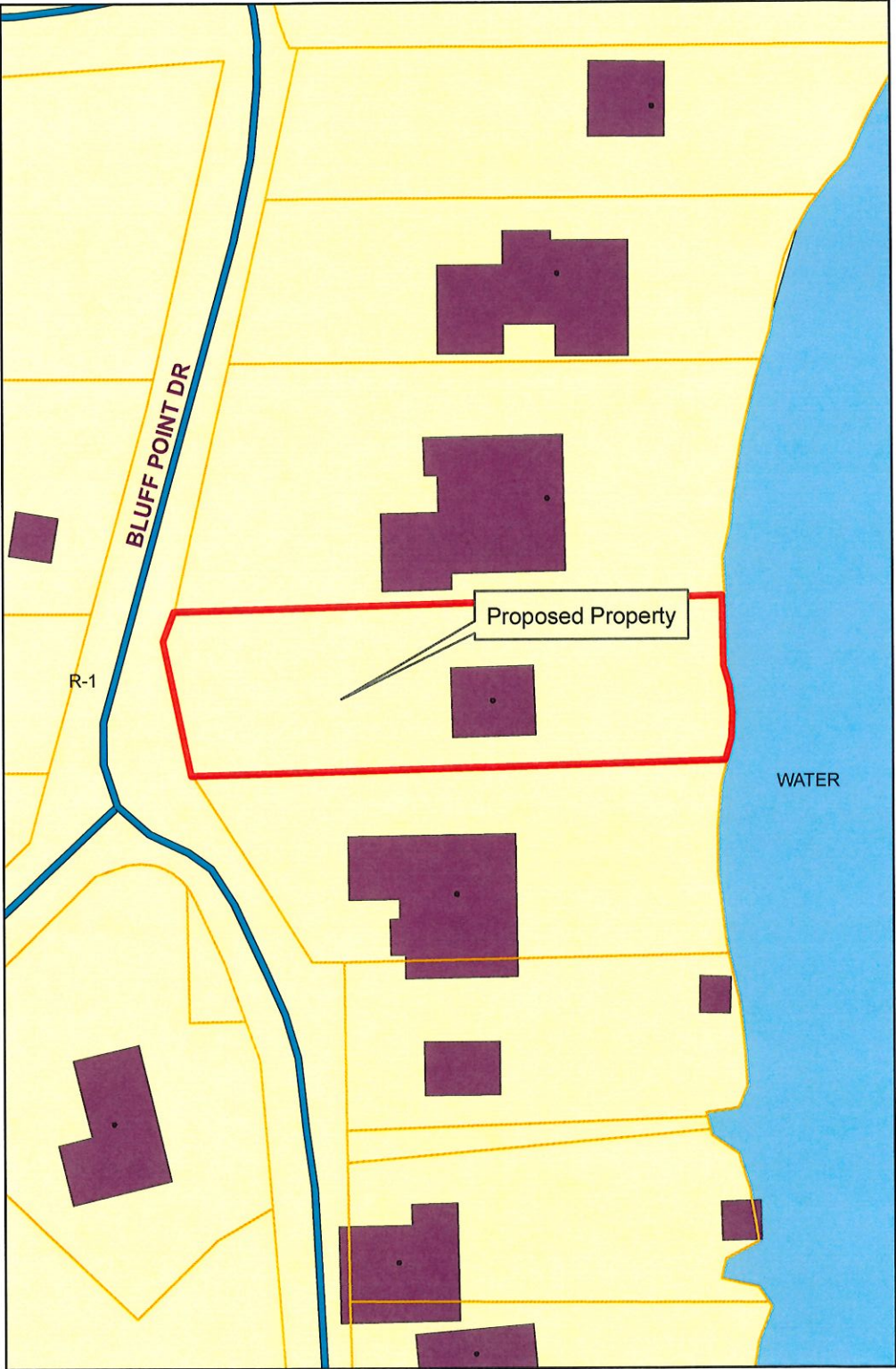


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

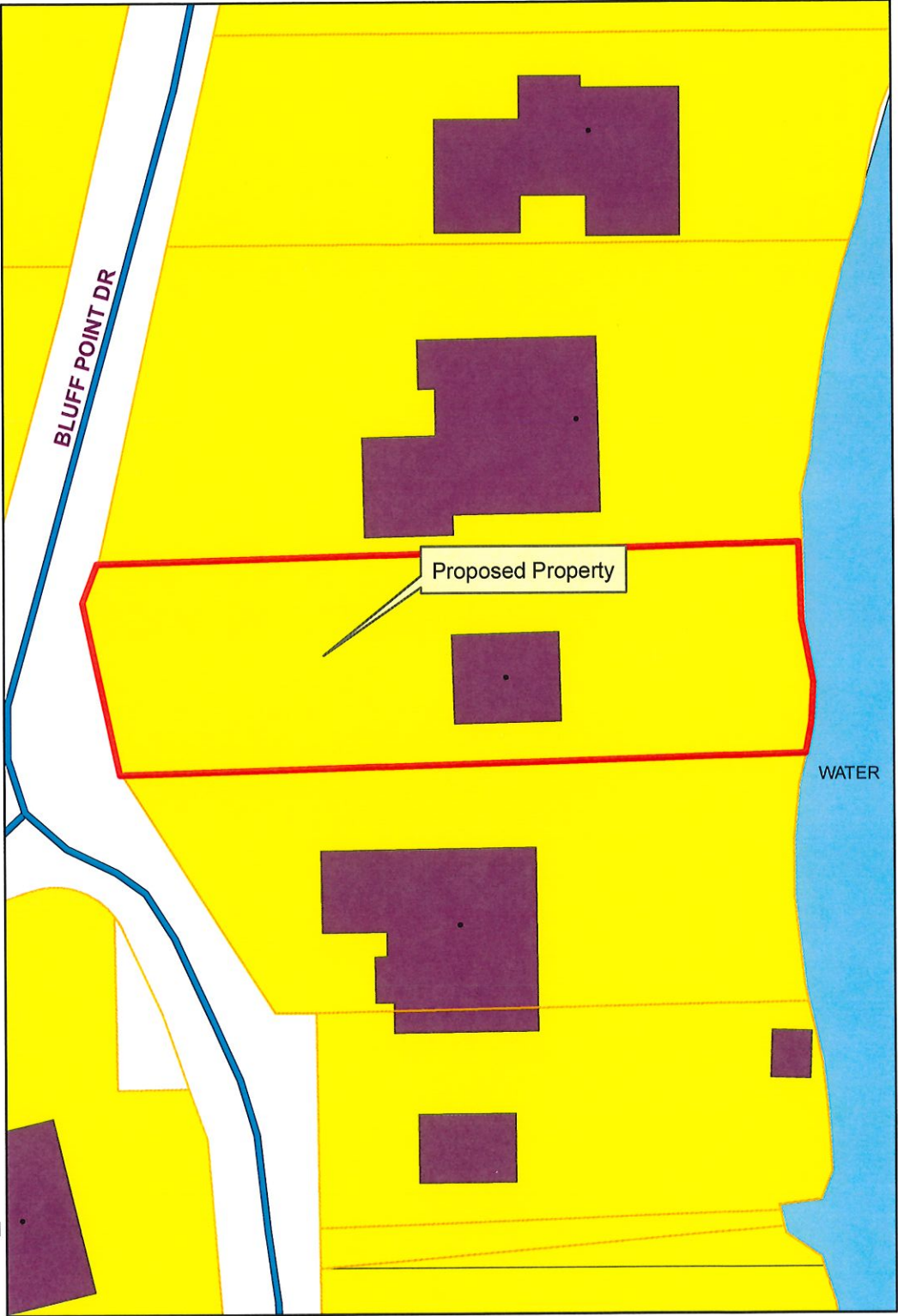


Exhibit D Future Land-Use

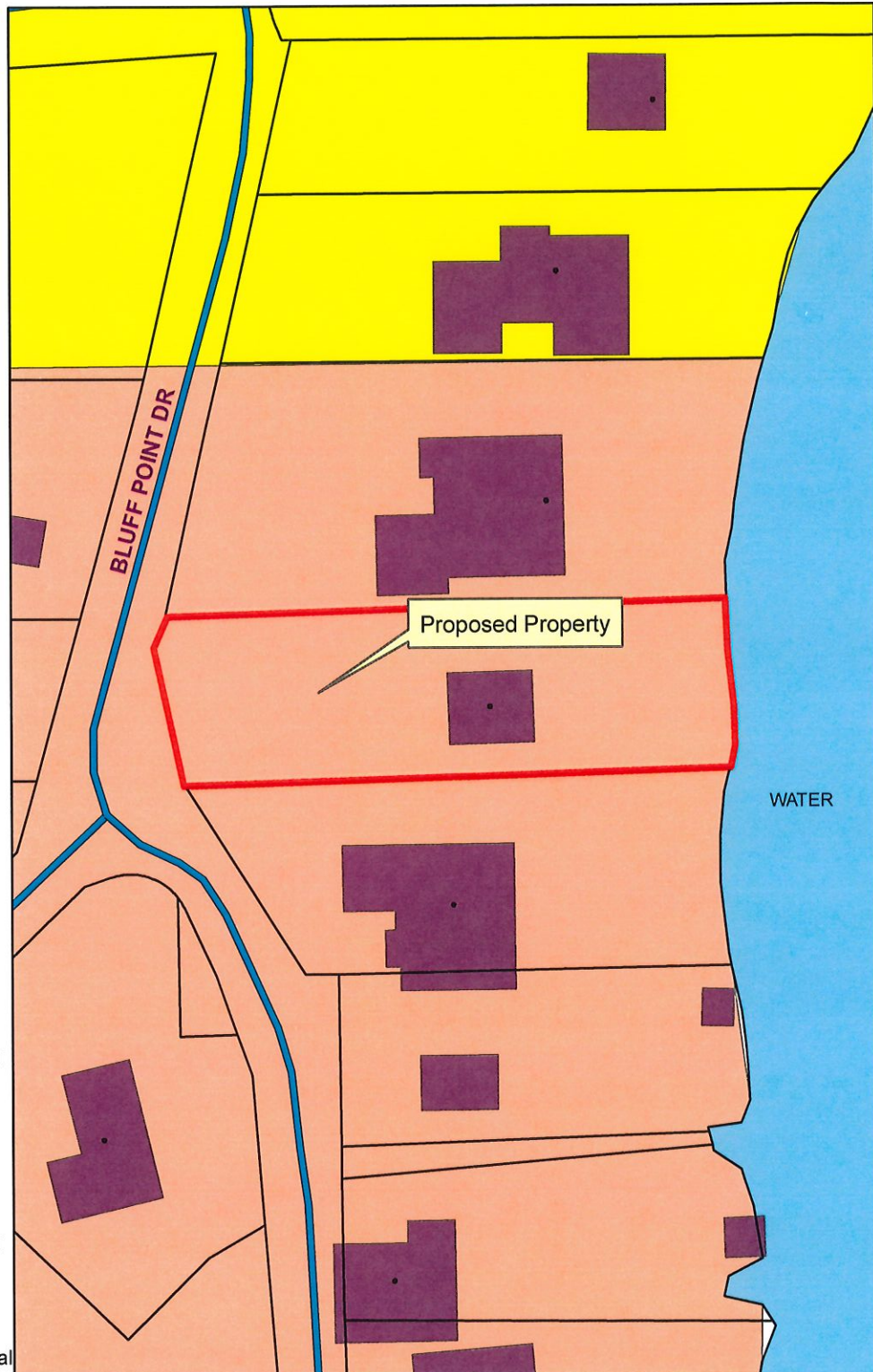
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



Councilman Colledge made the motion to approve a seven-inch (7") variance to height requirements, as presented, for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 7600 Bluff Point Road, Gautier, MS (GPC 22-26-VAR). Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 130-2022

WHEREAS, the homeowner of 7600 Bluff Point Road, (PID #85700022.000) has requested a seven-inch (7") variance to height requirements for a fence in a front yard in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the previous owner had built a fence within the front yard that is fifty-five inches (55") in height. The UDO states that fences shall not exceed four feet (4') or forty-eight inches (48") in height within a designated front yard; and

WHEREAS, the applicant extended the wooden fence and continued with the fifty-five-inch (55") fence across the front of the property and down the other side of the property. The applicant requests a seven-inch (7") variance to the maximum height requirements that would allow the fence to be fifty-five inches (55') in height instead of the maximum height restriction of four feet (4'); and

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

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the Gautier Planning Commission's recommendation to approve this variance;

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/13/2022
Subject: Consider a request for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-26-VAR)

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has built a fence within the front yard that is fifty-five inches (55") in height. The UDO states that fences shall not exceed four feet (4') or forty-eight inches (48") in height within a designated front yard.

DISCUSSION:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has built a fence within the front yard that is fifty-five inches (55") in height. The UDO states that fences shall not exceed four feet (4') or forty-eight inches (48") in height within a designated front yard.

DISCUSSION:

The previous owner had built a fifty-five inch (55') wooden fence that came past the house into the designated front yard. The applicant extended that fence and continued with the fifty-five inch (55") wood fence across the front of the property and down the other side of the property. The applicant requests a seven-inch (7") variance to the maximum height requirement for a fence within a front yard in a R-1 Low Density Single-Family Residential Zoning District. The variance would allow the fence to be fifty-five inches (55') in height instead of the maximum height restriction of four feet (4').

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance due to the affidavits presented that no one has objections.

The City Council may:

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

ATTACHMENTS:

1. Complete Packet 22-26-VAR

2. Excerpt GPC Meeting 7.7.22 (#22-26-VAR)

Excerpt from July 7, 2022 Planning Commission Meeting:

The Planning Department has received a request for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 7600 Bluff Point Road, PID #85700022.000. (GPC #22-26-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the UDO only allows a fence to be four feet (4') in height once the fence crosses the front building line of the house. The applicant has stated that the fence is about fifty-five inches (55") high in some places. The maximum variance she would need is seven inches (7").

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has built a fence within the front yard that is fifty-five inches (55") in height. The UDO states that fences shall not exceed four feet (4') or forty-eight inches (48") in height within a designated front yard.

DISCUSSION:

The previous owner had built a fifty-five inch (55') wooden fence that came past the house into the designated front yard. The applicant extended that fence and continued with the fifty-five inch (55") wood fence across the front of the property and down the other side of the property. The applicant requests a seven-inch (7") variance to the maximum height requirement for a fence within a front yard in a R-1 Low Density Single-Family Residential Zoning District. The variance would allow the fence to be fifty-five inches (55') in height instead of the maximum height restriction of four feet (4').

DETERMINATION OF APPLICABLE LAW:

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

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

Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

- 1. Applicant’s Exhibit 1 – Application
- 2. City’s Exhibit A – Location Map
- 3. City’s Exhibit B – Existing Zoning Map
- 4. City’s Exhibit C – Existing Land Use Map
- 5. City’s Exhibit D – Future Land Use Map

Chairman Jamison asked the applicant to present her case.

Jannea Rogers Willis explained that the dark gray fence was already there when she purchased the property in November 2021. It was built by the previous owner in 2017 and there was a portion of the fence that came in front of the house. She stated she had no idea there would be a height issue of the fence in the front yard. She said she had searched the ordinance online to find regulations for fences and found that a permit was

not needed for a fence unless it was over eight feet (8') in height. The fence was built to match the fence that was there when she bought the property. In keeping the fence level as the topography changes around the yard, she has found that in a couple of places the height is fifty-five inches (55"). Most places are only four (4) or five (5) inches over the forty-eight inch (48") requirement.

Chairman Jamison noted that Ms. Willis had included affidavits from the neighbors stating they did not have any objections.

There were none in attendance speaking in opposition of the request.

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the variance due to the affidavits presented that no one has objections.

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

AYES:	Josh Ward
	Kay C. Jamison
	DeAnna McManus
	William Davis
	Paul Gainer
	Ricky Decoteau
	Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

July 7, 2022

GPC #22-26-VAR

7600 Bluff Point Road

VII. NEW BUSINESS

1. Consider a request for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-26-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: June 24, 2022

Subject: Consider a request for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, (GPC #22-26-VAR)

REQUEST:

The Planning Department has received a request from Jannea Rogers Willis for a seven-inch (7") variance to height requirements for a fence in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 7600 Bluff Point Road, PID #85700022.000. The application fee of \$175 was paid on May 31, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicant has built a fence within the front yard that is fifty-five inches (55") in height. The UDO states that fences shall not exceed four feet (4') or forty-eight inches (48") in height within a designated front yard.

DISCUSSION:

The previous owner had built a fifty-five inch (55') wooden fence that came past the house into the designated front yard. The applicant extended that fence and continued with the fifty-five inch (55") wood fence across the front of the property and down the other side of the property. The applicant requests a seven-inch (7") variance to the maximum height requirement for a fence within a front yard in a R-1 Low Density Single-Family Residential Zoning District. The variance would allow the fence to be fifty-five inches (55') in height instead of the maximum height restriction of four feet (4').

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a

Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor

Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

- 1. Applicant's Exhibit 1 – Application
- 2. City's Exhibit A – Location Map
- 3. City's Exhibit B – Existing Zoning Map
- 4. City's Exhibit C – Existing Land Use Map
- 5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-26- VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Jannea Rogers WILLIS
Name of Business: _____ Phone: 251-232-3446
Property Address: 7600 Bluff Point Rd Gautier Mailing Address (if Different): 11270 Howell's Ferry Rd Semmes AL 36575
E-Mail Address: Jannea.Rogers@carlaw.com
Reason for request, location and intended use of Property: Variance for fence height 7" variance PID 85700022,000

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. A detailed project narrative.
- ☐ 3. Copy of protective covenants or deed restrictions, if any.
- ☐ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☒ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Jannea Rogers Willis Date of Application: 5-31-22

FOR OFFICE USE ONLY

Date Received 5/31/22 Verify as Complete Scott

Fee Amount Received 175.00 Initials of Employee Receiving Application BL

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

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

There was a fence surrounding the property - a 1960's chain link fence that was dilapidated. The prior owner had constructed a 55" high fence on 3/4 of one side which extended $\pm$ 40-50' beyond the front/side of house. I continued the fence built by the prior owner with the consent of my neighbors.

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

yes. The house is at the end of a 3 way intersection and without the fence cars lights shine in at all hours. The fence stops the traffic lists from coming into the bedroom, it provides security and privacy. All neighbors agreed to the fence before it was installed.

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

NO

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

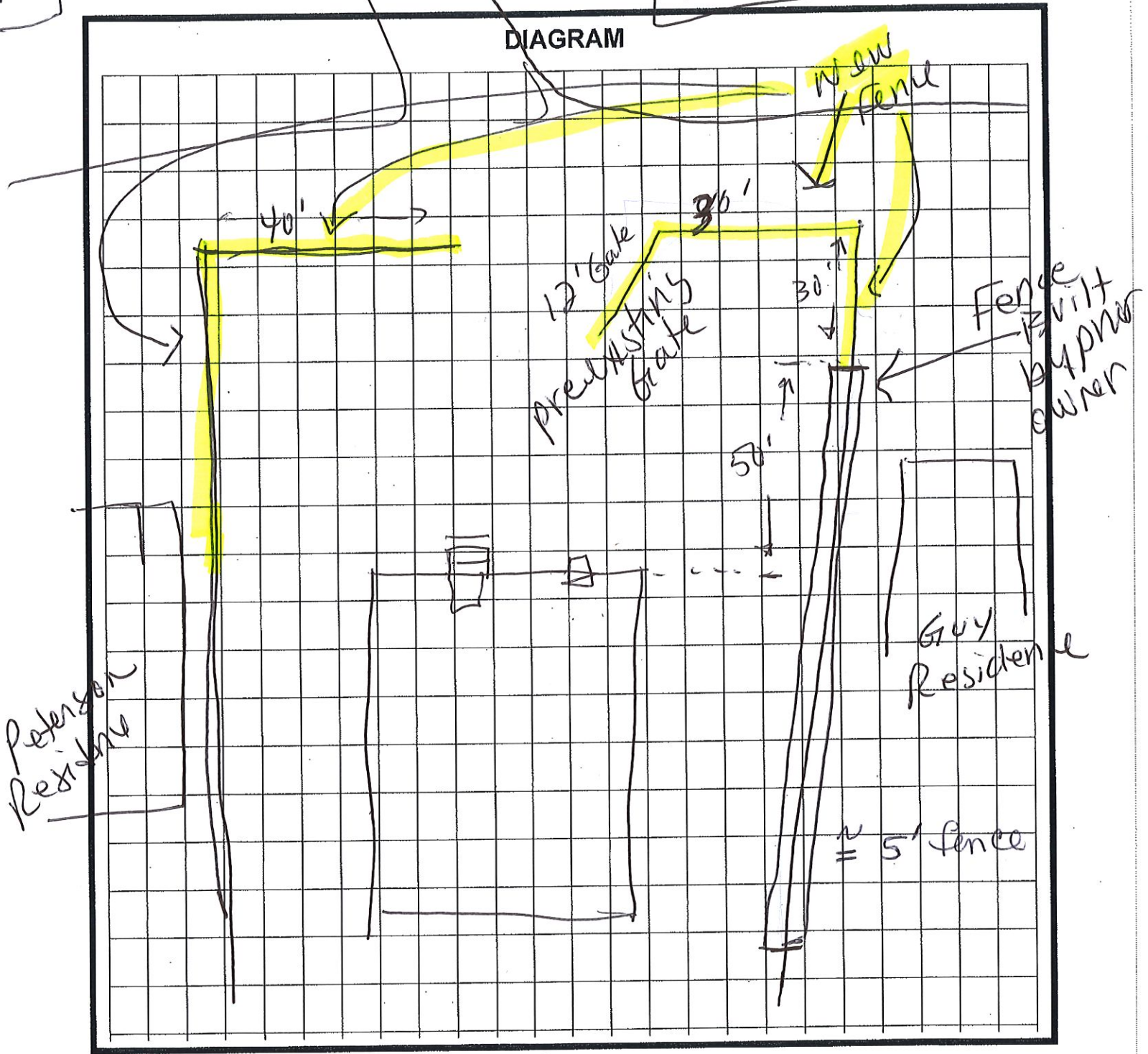
NO
there are several fences that appear to be over 48" within a one mile radius of this property.

The "new" fence matches the prior fence. To try to ²⁰⁰ lower the height would destroy the fence.

Franks
Residence

Sellers Residence

DIAGRAM



Peterson
Residence

Guy
Residence

Bluff + water ↓

← 85' →

NARRATIVE

The fence is a very nice fence and it improves the look of the street immensely. The old fence was 1960's chain link, was rusted, bent and had weeds in it and was generally unkempt.

The new fence is not 5' but something less than 55" and matches the fence installed by the prior owner.

All three neighbors were consulted prior to building the fence, all three consented and all three signed sworn statements to that effect.

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

Grantor:
The Floyd Family Trust
365 Kirkland Loop
Ellisville, MS 39437
(601) 410-0757

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

Grantee:
Jannea Rogers Willis
~~7600 Bluff Point Rd.~~
~~Gautier, MS 39553~~
(251) 232-3446

P.O. Box 1489
Semmes AL 36575

File No. G218568S

INDEXING INSTRUCTIONS: Lots 5 & 6, James Martin Estates and Sec12, T7S, R7W
Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **The Floyd Family Trust dated April 27, 2005, George E. Floyd and Linda G. Floyd, Trustees and/or Trustees** does hereby sell, convey and warrant unto **Jannea Rogers Willis**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to The Floyd Family Trust, by instrument recorded in Deed Book 1860, Page 447 Land Deed Records of Jackson County, Mississippi.

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

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

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

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

The death certificate of Linda G. Floyd is attached hereto as Exhibit "A".

The Trust Certification is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 19th day of NOV., 2021.

The Floyd Family Trust

By: George E. Floyd, Trustee

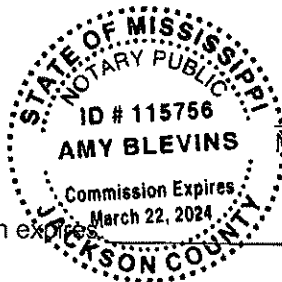
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **George E Floyd**, the duly appointed **Trustee of The Floyd Family Trust**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 19th day of NOV., 2021.

(AFFIX SEAL)



My commission expires

Amy Blevins
NOTARY PUBLIC

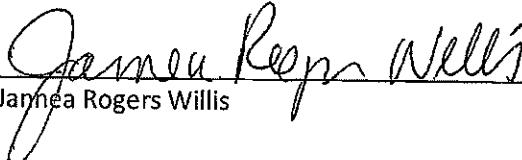
Exhibit "A"

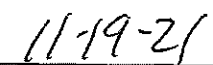
Legal Description

Beginning at the Northeast corner of that property purchased by Grantors from L.E. Hitt and wife, on January 8, 1946, as shown by deed recorded in Book 92, at pages 102-103 of the Records of Deeds of Jackson County, Mississippi, and running then South 428 feet to a point on the West bank of the West Pascagoula River for a point of beginning, and from said point of beginning, running; thence West parallel with the North line of the property purchased by us, as set out above, 200 feet; thence South 80 feet; thence East and parallel with the North line of the property purchased by us, as set out above, 200 feet to the West bank of the West Pascagoula River, thence Northerly along the meanderings of said River 80 feet, more or less, to the place of beginning.

All of said land being situated in Lots 5 and 6 of the James Martin Estates, as shown by Plat of said estate recorded in Surveyor's Record Book 1, Page 48 and being part of Claim Section 12, Township 7 South, Range 7 West.

It is understood and agreed that said property cannot be used for commercial purposes without permission from owners of Singing River Fishing Camp.


Jamea Rogers Willis


Date

AFFIDAVIT

STATE OF ALA

COUNTY OF Washington

COMES NOW the undersigned, Jannea Rogers Willis, who is personally known to me and states under oath the following:

1. My name is Jannea Rogers Willis, I am the owner of the property located at 7600 Bluff Point Road in Gautier, Mississippi and have been since its purchase by me in November of 2021.
2. I am over the age of 21, of sound mind and body and make this declaration based upon my own personal knowledge.
3. As the owner, I, along with my husband and son, constructed a fence around the south side property line as well as across the front of the property, and we completed a fence that had been started on the north side of the property line. There was a preexisting chain link fence that ran on these three lines of the property which was removed for the wood fence to be constructed.
4. The wood fence newly built was the exact same fence that had been erected by the prior owner, George Floyd, on the north property line from the top of the cliff to the midpoint between the front of the house and the road.
5. Prior to the demolition of the old chain link fence, which was an eyesore and in significant disrepair, I spoke with both adjoining landowners, Wesley and Charlotte Guy to the north and Carmen and Cooper Peterson to the south, as well as Dale and Alisa Sellers across the street, to inform them of the upcoming demolition and new fence construction. Frankly, they were all universally delighted I was going to take down the old dilapidated chain link fence that had weeds, brush, vines and trash lodged in its links and install something new and nice that would better the neighborhood. We all discussed the fence and everyone was in agreement with our plans.
6. Prior to the installation of the new fence, I also had a surveyor come to the property and mark with a stake as well as angle iron the six corners of the property (there are four corners at the house elevation and then two corners at the water line) to ensure the fence was in the right location. The fence followed the surveyor's stakes and was placed one inch inside the property line on all corners.
7. The fence itself is slightly less than 5' high with posts that are slightly less than 6' high as decorative additions to the wood fence. The fence is plain but will be stained at a later date.

8. The fence is the same height as the pre-existing fence that had been put in place by George Floyd without complaint or incident. It is important to note the Floyd fence extended beyond the front of the house and was halfway to the roadway when he stopped construction and that fence had been in place for at least 3 years prior to the construction of the remainder of the fence.
9. In order to obtain whatever "variance" is required to allow the fence to stay, the three adjoining landowners have executed affidavits and have gone to the expense and inconvenience of having them notarized to comply with the building code provision that permits an owner such as myself to obtain a variance and showing their universal agreement to the fence as it is currently constructed, just as they had agreed prior to construction. Those 3 affidavits are attached hereto.
10. In addition to the fence, we have purchased an 8'x16' portable building or shed from a seller in Lucedale, Mississippi and have had it brought to the property. The seller employed a licensed and insured mover who brought the shed to the property and located it in its current location. The shed is not a permanent structure, it is not on a slab as it is on wooden "skids" that allows it to be moved, and it is not attached to the dirt in such a way as to become "part of the property." Rather, it is a removable shed that can be sold and separated from the real property itself.
11. The shed has been placed wholly within the surveyed lines of this property. The drip line from the roof also is within the surveyed lines of this property although the intention is to install gutters as soon as this "Stop Work Notice" issue is resolved. The intent is also to have the shed anchored with tie downs to secure it in the event of a storm. However, as you know tie downs do not make a structure permanent to the real estate as they can be dug up and the shed disconnected at some time in the future.
12. The shed is located on the south side of the property. Again, prior to bringing in the shed the adjoining property owners were notified and inquiry made whether there was any objection to the shed and again no one objected. In fact, the "most affected" property owners, Carmen and Cooper Peterson, like the shed and appreciate the privacy it now affords them on their back porch. All of the adjoining property owners have included in their affidavits that they have no issue with the shed or its location.
13. I am confused as to why the shed location is an issue as stated on the stop work notice as I could find nothing in the code that discusses moveable, non-permanent structures like a shed other than information on moving them to and from the property. As you can see above, the shed is less than 8.5' wide and therefore the moving issue is nonexistent. The shed is also less than 200 sq. ft. so it would not seem a permit is needed for the shed.
14. If the issue is the 10' setback then I would direct your attention to the 100 or so "sheds" in the adjoining neighborhoods that are all set within 15' of the rear property lines and/or

within 10' of the side property lines. I would also point out that there are innumerable houses that are permanent construction that are within the 10' setback not only on my street but on almost every street within a one mile radius. Finally, I would point out that any other location on the property would make the shed stand out and be more obvious such that the adjoining landowners each and every agree that the best location for the shed is where it is currently placed.

15. In any event, to the extent a variance is required to allow the shed to remain then the affidavits of the adjoining landowners and this affidavit are submitted with that purpose in mind.
16. No violation of any building code was intended by either the construction of the fence or the locating of the shed on the property at 7600 Bluff Point Road.
17. This affidavit is prepared and signed in good faith and for the purposes stated herein and to attach to a permit and or variance application as made necessary by the Stop Work Notice posted 5/12/22.
18. Any communication about this affidavit or the permit/variance can be directed to me at my law offices as follows:

Jannea Rogers Willis
11 N. Water St. Suite 23200
Mobile AL 36602
Jannea.rogers@arlaw.com
251-232-3446.

If a hearing to confirm the variance is requested, I would ask for at least 14 day's notice in order to have one of my partners from my Jackson, Mississippi office appear with me to ensure that the variance is approved and that no further action be needed on my part to occupy the property at 7600 Bluff Point Road in peace and quiet enjoyment.

Further affiant sayeth naught.

[intentionally left blank]


Jannea Rogers Willis

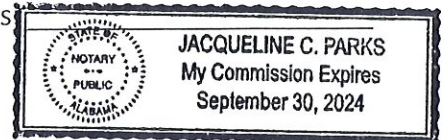
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that Jannea Rogers Willis, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of May, 2022.

[AFFIX NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires



AFFIDAVIT

STATE OF MS

COUNTY OF Jackson

COME NOW before me the undersigned Colin Peterson or Carmen Peterson who resides at 7530 Bluff Point Road in Gautier, Mississippi. Colin Peterson or Carmen Peterson, after being duly sworn, states and attests to the following as truthful.

James Cooper JCP

1. My name is Carmen Peterson OR ~~Colin~~ Peterson, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.

2. I reside on a permanent basis at the Bluff Point Road address listed above.

3. The property next to me at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.

4. The new owners approached us about the installation of a new fence similar to the wood fence erected down $\frac{3}{4}$ of the side property line prior to demolition of the chain link fence and installation of the wood fence.

5. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.

6. The new fence is acceptable to us as it is constructed.

7. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.

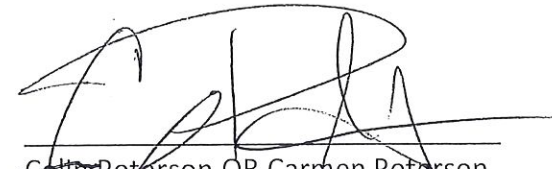
8. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

9. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

10. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

11. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.



Collin Peterson OR Carmen Peterson
James Cooper
JCP

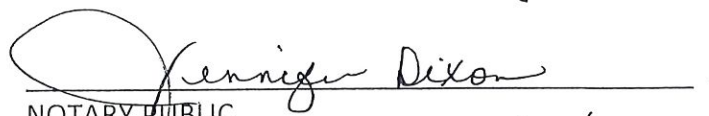
STATE OF MISSISSIPPI
COUNTY OF Jackson

I, the undersigned Notary Public in and for said State and County, hereby certify that Carmen Potts, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 26th day of May, 2022.

[AFFIX NOTARIAL SEAL]





NOTARY PUBLIC
My Commission Expires: 06/19/2023

AFFIDAVIT

STATE OF ms

COUNTY OF George

COME NOW before me the undersigned Dale DS or Felicia _____ who resides at 9304 Briarcrest Lane, in Vancleave, Mississippi. Dale DS or Felicia _____, after being duly sworn, states and attests to the following as truthful.

1. My name is Dale DS or Felicia _____, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.

2. We purchased this property as an investment and do not reside there full time.

3. The property at issue, which is across the street from our property, at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.

4. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.

5. The new fence is acceptable to us as it is constructed.

6. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.

7. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

8. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

9. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

10. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.

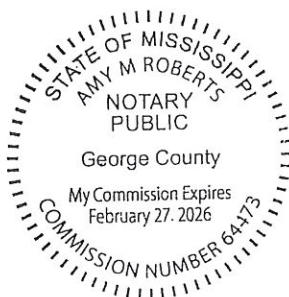
Dale Sellers
Dale _____ OR Felicia _____

STATE OF MISSISSIPPI
COUNTY OF George

I, the undersigned Notary Public in and for said State and County, hereby certify that Dale Sellers, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 19th day of May, 2022.

[AFFIX NOTARIAL SEAL]



Amy M Roberts
NOTARY PUBLIC
My Commission Expires: 2-27-26

AFFIDAVIT

STATE OF Mississippi

COUNTY OF Jackson

COME NOW before me the undersigned Charlotte Guy or Wesley Guy who resides at 7608 Bluff Point Road in Gautier, Mississippi. Charlotte Guy or Wesley Guy, after being duly sworn, states and attests to the following as truthful.

1. My name is Charlotte Guy OR Wesley Guy, am over the age of 19 years, am of sound mind and body and attest to the following of my own accord and volition.
2. I reside on a permanent basis at the Bluff Point Road address listed above.
3. The property next to me at 7600 Bluff Point Road had a chain link fence that was in total disrepair and covered in vines and weeds.
4. The new owners approached us about the installation of a new fence similar to the wood fence erected down $\frac{3}{4}$ of the side property line prior to demolition of the chain link fence and installation of the wood fence.
5. The new owners had a contractor install the fence and at all times used good workmanlike practices, controlled any debris and used filtercloth during construction of the new fence.
6. The new fence is acceptable to us as it is constructed.
7. I recognize the front of the fence is higher than the 3-4' recommended height but do not object to the fence and believe that it has improved the look of the adjacent property and is better than the dilapidated chain link fence.

8. I also understand there is an issue with a 8x16 modular building that has been brought to the property and placed between our respective houses. We do not object to the placement of the accessory building as it is not an eyesore to us, it was professionally constructed and it is in a portion of the yard that does not affect our view or use of our property.

9. To the extent the new owners wish to apply for or ask for a variance, and to the affect that one may be needed, as the adjacent property owner I agree to the variance.

10. There has been no compensation offered for this affidavit, although the new owners did offer to pay for the notary fee since it is an imposition on us to have to obtain a notary for this affidavit.

11. The statements made herein are true and made without influence and are made for the reasons set forth herein.

Further affiant sayeth naught.

Charlotte Guy
Charlotte Guy OR Wesley Guy

STATE OF MISSISSIPPI
COUNTY OF SACKSON

I, the undersigned Notary Public in and for said State and County, hereby certify that Charlotte Guy, whose name is signed to the foregoing affidavit, and who is known to me, acknowledged before me on this day that being informed of the contents of said Affidavit, same is executed voluntarily for on the day the same bears date.

Given under my hand and notarial seal on this the 13 day of May, 2022.

[AFFIX NOTARIAL SEAL]

03000
NOTARY PUBLIC

My Commission Expires: 5/1/2026



85700022.000 FLOYD GEORGE E&LINDA G TRUSTEE

PIDN: 85700022.000

GISP: 763.07-02-0072.00

Owner Information

Percent of Ownership: 100

Name: FLOYD GEORGE E&LINDA G TRUSTEE

Name 2: THE FLOYD FAMILY TRUST

Mailing Address: 365 KIRKLAND LOOP

ELLISVILLE MS

39437

Site Address: 7600 BLUFF POINT RD GAUTIER

Land Information

Section: 03

Acreage: 0.36

Township: 7

Range: 6

Street Name BLUFF POINT
RD

Value and Tax Information

Total Assessed Value: 23122

Total Appraised Value: 154142

Improvement Value: 62652

Land Value: 91490

Tax Amount: 3479

SQ FT: 1340

Year Built: 1964

Legal Description

Description: COM SEC LOT 11 LINDA'S BLUFF S/D
SLY ALG RIVER 246' FOR POB W 20
0 S 80' E 200' TO RIVER N ALG RI
VER 80' BACK TO POB PT LOT 5 JAM
ES MARTIN EST DB 1849-216 DB 186
0-447 (72 MAP763.07-02)

Deed Book / Page: 1860 / 447

85700022.000 FLOYD GEORGE E&LINDA G TRUSTEE



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

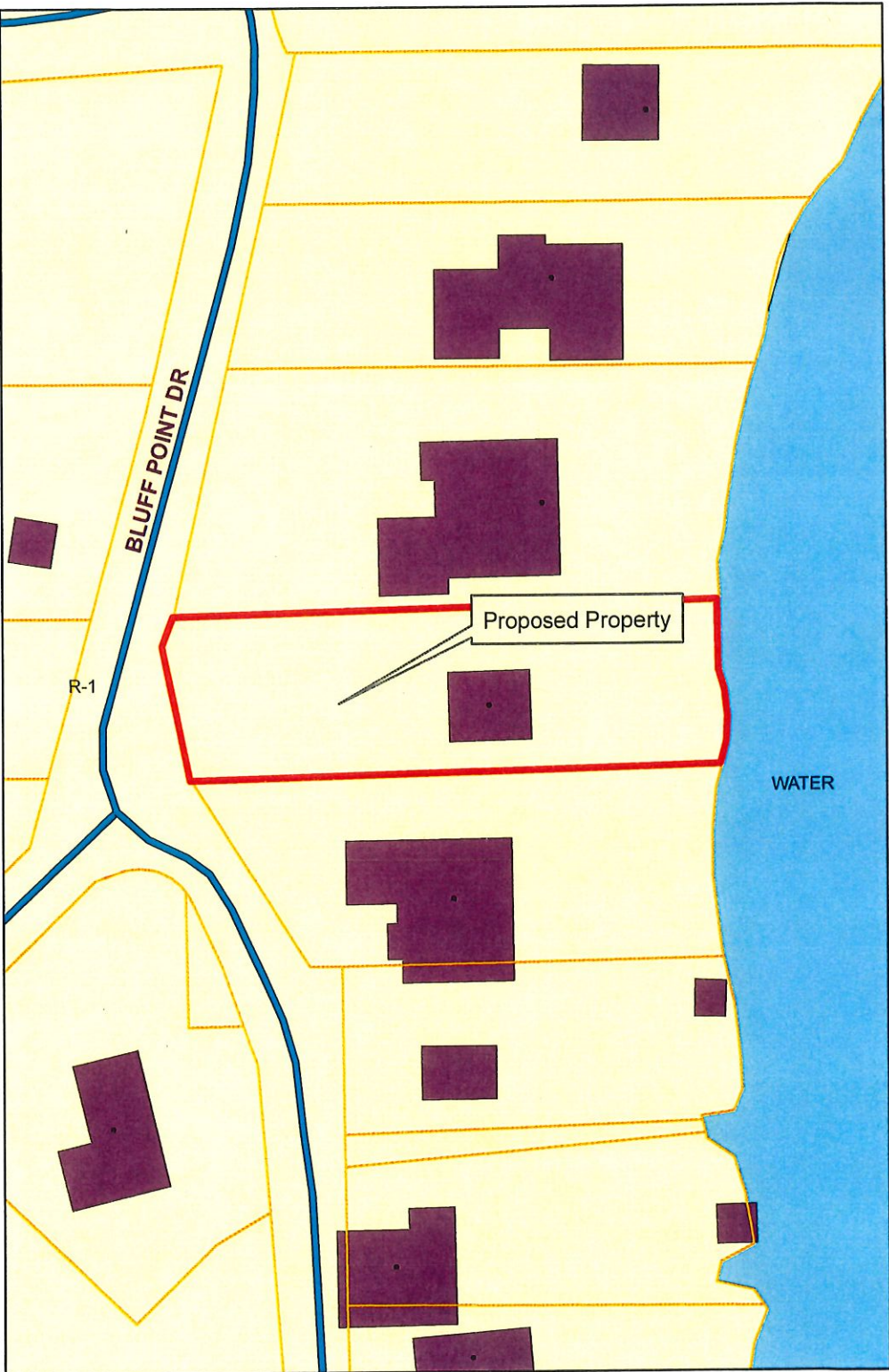


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

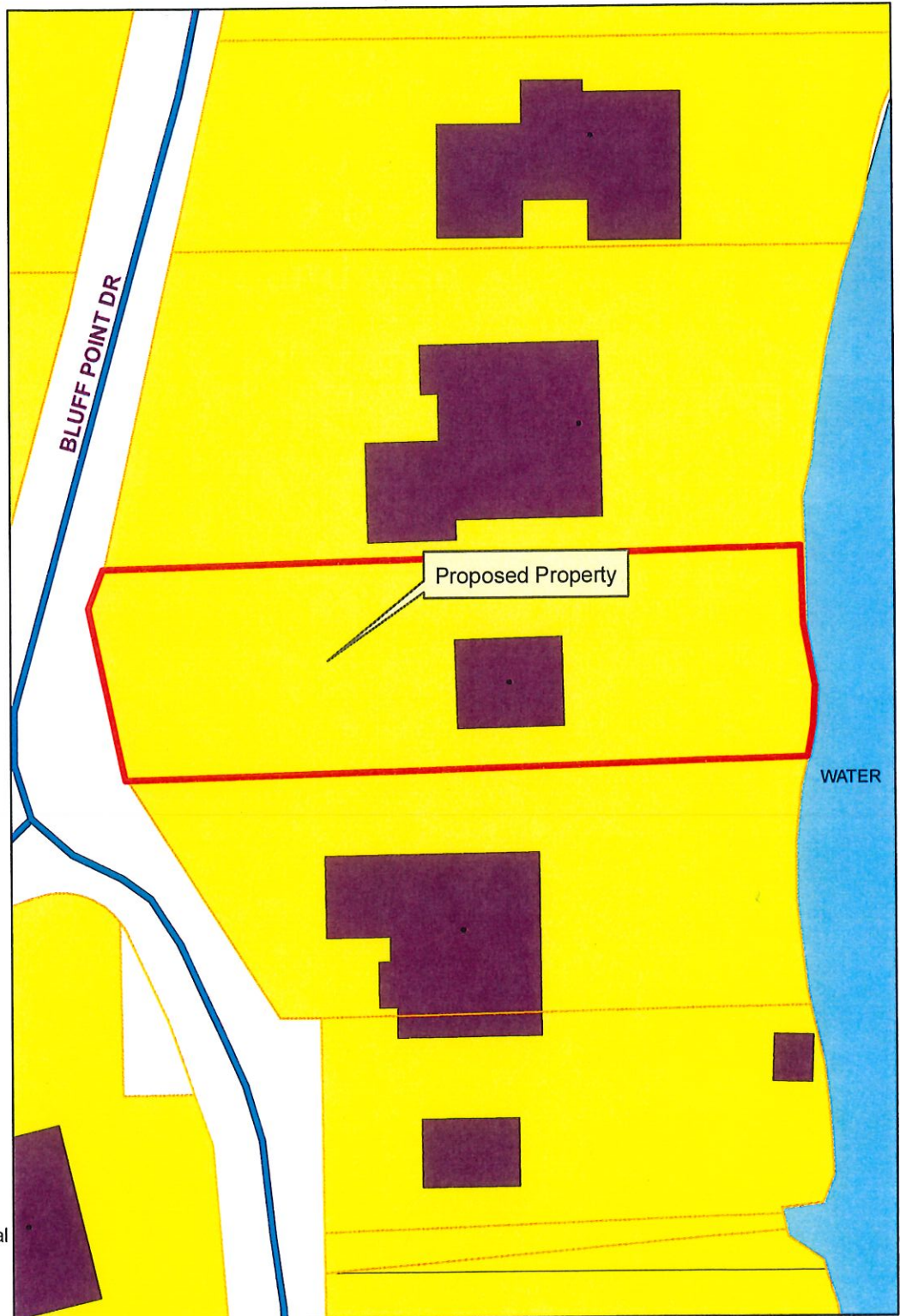


Exhibit D Future Land-Use

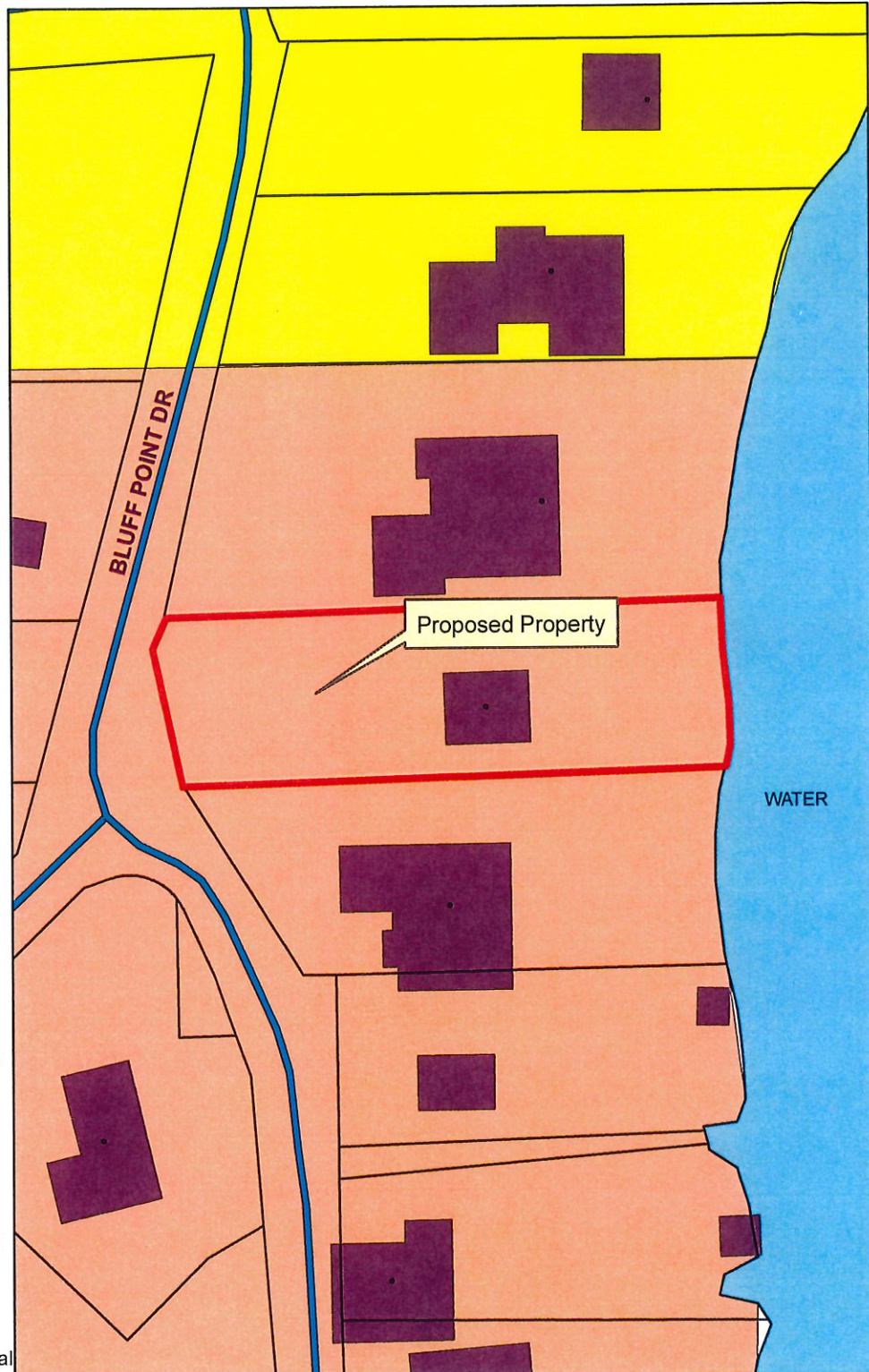
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



Councilman College made the motion to recess for a 5-minute break at 8:29pm.
Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to re-enter the July 19, 2022 Recessed Council Meeting session at 8:35pm. Councilman Gollott seconded the motion. The vote was carried unanimously.

A discussion was held between Mayor and Council regarding Business Agenda Item 5 - Consideration of a recommendation from Planning Commission that a Special Exception is not required for a used RV dealership in a C-3 Highway Commercial Zoning District, located at 3708 Highway 90, Gautier, MS PID #82434003.00, #82434017.000, and #82434009.000 (GPC Case No. 22-27-SE).

Councilman George made the motion to remand the Special Exception regarding a used RV dealership in a C-3 Highway Commercial Zoning District, located at 3708 Highway 90, Gautier, MS PID #82434003.00, #82434017.000, and #82434009.000 (GPC Case No. 22-27-SE) to the Planning Commission for a public hearing. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to remove the 50% penalty from 7301 River Music, Gautier, MS. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 131-2022

WHEREAS, on June 7, 2022, the City of Gautier approved the abatement at 7301 River Music, Gautier, MS, with the cost of the abatement and an additional penalty of fifty-percent (50%) of the actual cost to clean the property imposed as an additional lien to the property; and

WHEREAS, before the City of Gautier approved this abatement, this property was sold, and the parcel was divided into two; and

WHEREAS, the property owner, Sandra Scheck, has agreed to pay the cost of the demolition, but requests the removal of the 50% penalty; and

WHEREAS, pursuant to Miss. Code Ann. §21-19-11, the governing authority **may** by resolution adjudicate the actual cost of cleaning the property and **may** also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more; and

WHEREAS, the penalty nor lien has been assessed to the property tax, so reimbursement will not be necessary; and

WHEREAS, if considered, the City will be assessing the clean-up cost as a lien, if not paid by the current owner; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, the removal of the 50% penalty for the abatement at 7301 River Music, Gautier, MS (Sandra Scheck) be removed.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

Mayor Casey C. Vaughan

Council At Large Adam Colledge

Ward 1 Cameron George

Ward 2 Richard "DJ" Jackson

Ward 3 Gordon Gallott

Ward 4 Rusty Anderson

Ward 5 Dante Elbin

City of Gautier

Mississippi



City Manager
Paula Yancey

City Clerk
Teresa L. Montgomery

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

July 8, 2022

Re: removal of 50% penalty from 7301 River Music abatement

Dear Council Members:

On behalf of Sandra Scheck, owner of 7301 River Music, this is a request for the Council to amend order number 094-2022, from June 7, that ordered a 50% penalty for the City to demolish and clear 7301 River Music.

Before the Council approved the abatement for demolition, this property was sold and the parcel was divided in two pieces—with Sandra getting half and her mother taking the other half. The new parcel had the trailer on it that was demolished. Sandra Scheck, the new owner, does not oppose paying the cost of the demolition, but she is requesting that the 50% penalty be removed from the original abatement order. Sandra bought the lot to be used as her retirement home. She plans to rebuild on it with her mother, who will reside on the adjacent parcel.

Neither the penalty nor the lien has been placed on the property tax yet, so the Council will not be reimbursing any money to the owner. If the amendment is approved, the City will only be assessing the clean-up cost as a lien.

I have attached the previous Council order for your convenience. If you need any further information, my number is 228-497-1868 ext 360 and my email address is pfagan@gautier-ms.gov.

Sincerely,

Patrick Fagan

Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Councilman Colledge made the motion to approve the abatement at 7301 River Music, Gautier, MS, as presented, with the cost of the abatement and an additional penalty of fifty-percent (50%) of the actual cost to clean the property assessed as a lien to the property. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 094-2022

WHEREAS, after proper notice, on or about June 7, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7301 River Music, Gautier, MS, PID #87116078.050, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 7301 River Music, Gautier, MS 39553, by demolishing, clearing, and removing the dilapidated, deteriorating, and unsafe structures as recommended by the Planning Department.

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

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

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

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

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

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

NAYS: None


MAYOR

ATTEST:


CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of June 7, 2022.

Councilman Gollott made the motion to approve the Budget Amendments for FY 2022, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 165-2022

WHEREAS, pursuant to Miss. Code Ann. 21-35-25, the City is authorized to revise its budget from time to time as it deems necessary to meet the requirements of Mississippi law; and

WHEREAS, the Mayor and Members of the City Council hereby find that amendment of the current budget as presented is in the best interests of the City;

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Budget Amendments for FY 2022 are hereby approved.

BE IT FURTHER RESOLVED, that the City Manager or City Clerk is authorized to execute any and all documents necessary.

This resolution shall take effect and be in full force on July 19, 2022.

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

FY 2022
BUDGET AMENDMENTS

GENERAL FUND: FUND 001	Budget	Amendment	New Budget
REVENUES			
Franchise Fees	132,000.00	(14,000.00)	118,000.00
Sales Tax	2,475,000.00	150,000.00	2,625,000.00
Shared Revenue - Recreation	140,000.00	6,900.00	146,900.00
JCBS InterLocal Funds	0.00	15,000.00	15,000.00
Fine & Forfeits	400,000.00	(100,000.00)	300,000.00
Miscellaneous	143,100.00	48,300.00	191,400.00
Other Financing Sources	0.00	147,333.11	147,333.11
		253,533.11	
EXPENDITURES			
CITY COUNCIL			
Personnel Services	214,905.00	700.00	215,605.00
Supplies	5,000.00	900.00	5,900.00
Capital Outlay	0.00	3,150.00	3,150.00
CITY COURT			
Personnel Services	219,529.00	(4,100.00)	215,429.00
Other Services & Charges	126,550.00	10,000.00	136,550.00
CITY MANAGER			
Other Services & Charges	190,800.00	(7,500.00)	183,300.00
CITY CLERK			
Other Services & Charges	25,500.00	2,500.00	28,000.00
BUILDING & PLANNING			
Personnel Services	428,541.00	(6,000.00)	422,541.00
Supplies	20,000.00	3,360.00	23,360.00
GENERAL EXPENSES & FACILITIES			
Supplies	23,000.00	3,000.00	26,000.00
Other Services & Charges	649,200.00	(15,000.00)	634,200.00
Capital Outlay	0.00	3,000.00	3,000.00
GRANTS & PROJECTS			
Personnel Services	178,725.00	4,050.00	182,775.00
Other Services & Charges	50,280.00	(4,507.00)	45,773.00
Capital Outlay	1,500.00	457.00	1,957.00
POLICE			
Supplies	267,000.00	32,000.00	299,000.00
Other Services & Charges	213,600.00	14,150.00	227,750.00
Capital Outlay	158,000.00	2,117.00	160,117.00
FIRE			
Personnel Services	2,535,217.00	25,000.00	2,560,217.00
Supplies	74,912.00	10,000.00	84,912.00
Other Services & Charges	132,350.00	7,000.00	139,350.00
Capital Outlay	3,000.00	2,950.00	5,950.00

**FY 2022
BUDGET AMENDMENTS**

RECREATION

Personnel Services	587,947.00	(75,000.00)	512,947.00
Supplies	119,000.00	30,500.00	149,500.00
Capital Outlay	34,746.00	29,223.00	63,969.00

MAINTENANCE

Personnel Services	278,374.00	(40,000.00)	238,374.00
Supplies	30,000.00	5,000.00	35,000.00
Other Services & Charges	20,200.00	2,000.00	22,200.00
Capital Outlay	5,500.00	15,000.00	20,500.00

INTERFUND TRANSFERS

Transfers	809,552.00	<u>199,583.11</u>	1,009,135.11
		253,533.11	

Adjust anticipated revenue based on YTD receipts . Reallocate available funding to increased costs resulting from inflation, equipment replacement, emergency repairs and the need for increased security in parks and facilities. Budget transfer to Bacot Park Project for additional improvements.

FUND 002: HB1 MODERNIZATION ACT (USE TAX)	Budget	Amendment	New Budget
REVENUES			
USE Tax Distributions	645,000.00	201,086.00	846,086.00
EXPENDITURES			
Infrastructure: Unappropriated	345,000.00	128,586.00	473,586.00
Infrastructure: Street Repairs	0.00	<u>72,500.00</u>	72,500.00
		201,086.00	

Budget additional revenue and engineering contract for Seacliff project approved by Council.

FUND 030: MDAH SCHOOL HOUSE PROJECT	Budget	Amendment	New Budget
EXPENDITURES			
Supplies	2,983.43	(1,200.00)	1,783.43
Other Services & Charges	0.00	1,200.00	1,200.00

Reallocate Expenditures

FUND 160: FIRE PROTECTION FUND	Budget	Amendment	New Budget
EXPENDITURES			
Other Services & Charges	16,343.30	(646.00)	15,697.30
Capital Outlay	535,000.00	103,400.00	638,400.00
Debt Service	102,754.00	<u>(102,754.00)</u>	0.00
		0.00	

Budget additional cost of Fire Engine.

**FY 2022
BUDGET AMENDMENTS**

FUND 171: TIDELANDS PROJECTS	Budget	Amendment	New Budget
REVENUES			
Grant: Town Center	626.40	(626.40)	0.00
EXPENDITURES			
Capital Outlay: Mary Walker Bayou Parks	626.40	(626.40)	0.00

Tidelands funding moved to Fund 304

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
REVENUES			
Tidelands	27,560.00	(2,560.00)	25,000.00
USFW Grant	72,440.00	2,560.00	75,000.00
Other Financing Sources (Cash)	0.00	5,470.00	5,470.00
		5,470.00	
EXPENDITURES			
Personnel Services	73,161.00	2,270.00	75,431.00
Other Services & Charges	69,350.00	2,000.00	71,350.00
Capital Outlay	2,500.00	1,200.00	3,700.00
		5,470.00	

Adjust Grant Funding and budget overage due to increased insurance, maintenance and new grinder pump.

FUND 304: TOWN COMMONS PARK PROJECT	Budget	Amendment	New Budget
REVENUES			
Tidelands Grant	1,234,860.98	626.40	1,235,487.38
State Funding Allocations (SB 2971)	1,000,000.00	2,000,000.00	3,000,000.00
Interest	1,000.00	2,200.00	3,200.00
		2,002,826.40	
EXPENDITURES			
Capital Outlay	3,853,665.11	2,002,826.40	5,856,491.51

Budget SB 2971 funding for Ampitheatre and Museum and Tidelands reallocated from Fund 171.

FUND 305: S2019 MPI GO BOND CONSTRUCTION	Budget	Amendment	New Budget
REVENUES			
Interest	1,100.00	1,500.00	2,600.00
Transfer In (Debt Service)	295,482.00	2,250.00	297,732.00
		3,750.00	
EXPENDITURES			
Capital Outlay (Recreation)	46,946.72	1,500.00	48,446.72
Contingencies - Unappropriated	21,142.66	(20,621.00)	521.66
Debt Service	295,482.00	2,250.00	297,732.00
Transfers Out (Fund 307)	0.00	20,621.00	20,621.00
		3,750.00	

Reallocate funding to Bacot Park project and budget additional bond fees.

**FY 2022
BUDGET AMENDMENTS**

FUND 307: BACOT IMPROVEMENTS	Budget	Amendment	New Budget
REVENUES			
Transfers In Fund 001 , Fund 305	0.00	216,621.00	216,621.00
EXPENDITURES			
Capital Outlay	1,532,374.70	216,621.00	1,748,995.70
<i>Budget Change Orders and additional items: Basketball court, Mural, Security Lighting, Football Field expense</i>			
FUND 309: TOWN CENTER RETAIL DEV COMPLEX	Budget	Amendment	New Budget
REVENUES			
Interest	600.00	(185.91)	414.09
Transfers In	320,000.00	1,333.11	321,333.11
Loan Proceeds	0.00	3,500,000.00	3,500,000.00
		3,501,147.20	
EXPENDITURES			
Other Services and Charges	321,870.40	(1,246.22)	320,624.18
Debt Service	0.00	3,502,393.42	3,502,393.42
		3,501,147.20	
<i>Budget grant anticipation loan required to purchase SR Mall property.</i>			
FUND 353: HWY 57 UTILITY LINE RELOCATION	Budget	Amendment	New Budget
REVENUES			
MDOT Reimbursements	1,162.38	9,884.96	11,047.34
EXPENDITURES			
Transfers Out (Fund 355)	1,162.38	9,884.96	11,047.34
<i>Budget final reimbursement from MDOT and transfer of funds to Fund 355.</i>			
FUND 355: WATER SUPPLY & TREATMENT PLANT	Budget	Amendment	New Budget
REVENUES			
Transfers In (Fund 353)	23,094.61	9,884.96	32,979.57
EXPENDITURES			
Capital Outlay	5,248,705.81	9,884.96	5,258,590.77
<i>Budget transfer of remaining fund balance from Fund 353.</i>			
FUND 400: WATER & SEWER	Budget	Amendment	New Budget
EXPENDITURES			
ADMIN: Personnel	578,939.00	(8,000.00)	570,939.00
ADMIN: Supplies	21,000.00	3,000.00	24,000.00
ADMIN: Capital Outlay	0.00	4,200.00	4,200.00
OP-MAINT: Other Services and Charges	3,309,423.00	100,100.00	3,409,523.00
Debt Service	1,065,221.00	700.00	1,065,921.00
Contingency Fund	200,000.00	(100,000.00)	100,000.00
		0.00	
<i>Budget fuel, new computer, security cameras and engineering contracts approved by Council.</i>			

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 132-2022

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	222886	07/19/2022	07/08/2022			90.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:5/23-6/23/22		11000885-1	06/30/2022			48.84
	001-161-630	SOUTH FIRE STN:5/23-6/23/22		11000999-0	06/30/2022			42.05
001	SPARKLIGHT	222887	07/19/2022	07/08/2022			83.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUL 2022:SR BLDG#120793682		07012022	07/01/2022			83.76
001	SPARKLIGHT	222888	07/19/2022	07/08/2022			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2022:#107571481		07012022	07/01/2022			149.20
001	C SPIRE WIRELESS	222889	07/19/2022	07/08/2022			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC CHGS		3000652433	06/30/2022			270.00
001	ACE DATA STORAGE INC	222890	07/19/2022	07/08/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2022-SHREDDING SERVICE		85417	07/01/2022			105.00
001	MS DEPT OF FINANCE & ADMIN	222891	07/19/2022	07/08/2022			18,643.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2022 COURT ASSESSMENTS		06302022	07/01/2022			18,643.50
001	MS DEPT OF PUBLIC SAFETY	222892	07/19/2022	07/08/2022			971.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2022 SPECIAL ASSESSMENTS		06302022	07/01/2022			971.00
001	MS DEPT OF PUBLIC SAFETY	222893	07/19/2022	07/08/2022			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2022:INTERLOCK FEES		06302022	07/01/2022			250.00
001	BORDIS & DANOS PLLC	222894	07/19/2022	07/08/2022			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUL 2022-RETAINER		106	07/01/2022			11,250.00
001	RJ YOUNG COMPANY LLC	222895	07/19/2022	07/08/2022			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4845237	06/24/2022			113.14
001	FUELMAN	222896	07/19/2022	07/08/2022			4,776.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62464117	07/04/2022			238.02
	001-092-525	UNL FUEL		NP62464117	07/04/2022			78.68
	001-100-525	UNL FUEL		NP62464117	07/04/2022			3,537.33
	001-161-525	UNL&DSL FUEL		NP62464117	07/04/2022			838.71
	001-170-525	UNL FUEL		NP62464117	07/04/2022			83.36

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTSCONDUCTOR LLC DBA JARVIS	222915	07/19/2022	07/11/2022			63.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2022 FOOTBALL (7)		5538	07/01/2022			27.65
	001-170-502	2022 CHEER (9)		5538	07/01/2022			35.55
001	DELTA SANITATION OF MS LLC	222916	07/19/2022	07/11/2022			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001232374	06/30/2022			35.00
001	SPARKLIGHT	222920	07/19/2022	07/11/2022			207.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2022:#107718371		07012022	07/11/2022			207.26
001	SPARKLIGHT	222921	07/19/2022	07/11/2022			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2022 CABLE BOX:#1184763160		07012022	07/11/2022			62.38
001	SINGING RIVER ELECTRIC COOPERATIVE	222922	07/19/2022	07/11/2022			9,179.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		06182022	06/27/2022			6,261.95
	001-201-629	SIGNAL LIGHTS 10054		06182022	06/27/2022			606.83
	001-092-631	CITY HALL 10054		06182022	06/27/2022			965.70
	001-170-631	FRAZIER PARK 10054		06182022	06/27/2022			52.52
	001-170-631	SENIOR BLDG 10054		06182022	06/27/2022			325.01
	001-161-631	CENTRAL FD 10054		06182022	06/27/2022			435.64
	001-170-631	CITY PARK 10054		06182022	06/27/2022			135.64
	001-092-631	PUBLIC WORKS 10054		06182022	06/27/2022			360.36
	001-092-631	HWY 90 SIGN 10054		09182022	06/27/2022			36.30
001	PASCAGOULA TIRE & SERVICE INC	222923	07/19/2022	07/11/2022			156.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	4 WHEEL ALIGNMENT: U# 44		104746	06/08/2022			69.99
	001-100-638	THRUST ANGLE ALIGN: U# 50		104958	06/22/2022			69.99
	001-100-638	TIRE REPAIR: U# 50		104958	06/22/2022			16.99
001	SINGING RIVER ELECTRIC COOPERATIVE	222924	07/19/2022	07/11/2022			2,777.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		06182022	06/27/2022			2,060.94
	001-201-629	SIGNAL LIGHTS 89113001		06182022	06/27/2022			58.51
	001-170-631	CITY PARK RESTRMS 89912001		06182022	06/27/2022			253.68
	001-201-633	STREET LIGHTS 90345002		06182022	06/27/2022			171.34
	001-092-631	RECORDS BLDG 90790001		06182022	06/27/2022			137.92
	001-170-631	FRAZIER RESTRMS 98546001		06182022	06/27/2022			94.64
001	AUTO TRUCK AND TRAILER PARTS INC	222925	07/19/2022	07/11/2022			1,018.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	BATTERY: F150 BLDG INSP		298002	06/02/2022			136.00
	001-205-570	FUEL PUMP: CROWN VIC ADMIN		298092	06/02/2022			144.80
	001-100-570	RTN CR: AXLE 630-413		297315	06/02/2022			-198.22
	001-100-570	FILTER(12);RAGS;W FLUID (18)		298610	06/21/2022			107.97

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001	AUTO TRUCK AND TRAILER PARTS INC	222925	07/19/2022	07/11/2022			1,018.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	G30 ANTIFREEZE (12)		298612	06/20/2022		180.00	
	001-205-570	SHOP RAGS		298611	06/21/2022		25.47	
	001-100-570	RADIATOR: CID JEEP		298695	06/24/2022		180.00	
	001-100-570	THERMOSTAT;ANTIFRZ: CID JEEP		298696	06/24/2022		54.94	
	001-170-638	IGN SWITCH; WIRE: GATOR		298732	06/24/2022		14.45	
	001-170-638	REAR ROTORS-PADS: U# 50		298792	06/28/2022		186.67	
	001-170-638	FRONT ROTORS-PADS: U# 50		298792	06/28/2022		186.67	
001	SINGING RIVER ELECTRIC COOPERATIVE	222926	07/19/2022	07/11/2022			261.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		06182022	06/27/2022		183.85	
	001-170-631	FITNESS TRAIL 109268001		06182022	06/27/2022		27.92	
	001-170-631	ROUNDAABOUT 102311004		06182022	06/27/2022		25.00	
	001-170-631	SRM VENUE 104312008		06182022	06/27/2022		25.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	222927	07/19/2022	07/11/2022			961.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		06182022	06/27/2022		315.14	
	001-170-631	BACOT LIGHTS 10137		06182022	06/27/2022		452.83	
	001-201-629	SIGNAL LIGHTS 10138		06192022	06/28/2022		121.92	
	001-170-631	BACOT SPLASHPAD 103751001		06192022	06/28/2022		27.22	
	001-170-631	BACOT UPGRADES 113730001		06192022	06/28/2022		44.28	
001	SINGING RIVER ELECTRIC COOPERATIVE	222928	07/19/2022	07/11/2022			860.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987022		06182022	06/27/2022		33.99	
	001-201-633	DOLPHIN ST 94988002		06182022	06/27/2022		50.02	
	001-201-633	DOLPHIN ST 94989002		06182022	06/27/2022		62.44	
	001-201-633	DOLPHIN ST 94990002		06182022	06/27/2022		607.90	
	001-201-633	WM PAYNE 100245001		06182022	06/27/2022		60.83	
	001-201-633	WN PAYNE 100244003		06182022	06/27/2022		45.70	
001	SINGING RIVER ELECTRIC COOPERATIVE	222929	07/19/2022	07/11/2022			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114484001		06192022	06/28/2022		25.00	
001	O'REILLY AUTO PARTS	222932	07/19/2022	07/11/2022			3,230.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	RTN CR: HEATER HOSE		1978251281	06/01/2022		-49.31	
	001-161-638	BATTERY: FIRE COMMAND		1978251384	06/02/2022		148.59	
	001-161-638	PCV BREATHER FILTER: ENG 4		1978251385	06/02/2022		66.36	
	001-161-638	AIR FILTER;OIL FILTER: R33		1978251439	06/02/2022		34.67	
	001-100-570	RADIATOR HOSE: F250 WHITE		1978251861	06/06/2022		72.82	
	001-100-570	DOOR LOCK AC: U# 30		1978251861	06/06/2022		96.20	
	001-100-570	RADIATOR: U# 44		1978251863	06/06/2022		161.94	
	001-100-570	RTN CREDIT: RADIATOR U#44		1978251918	06/07/2022		-161.94	
	001-100-570	RADIATOR: U# 44		1978251918	06/07/2022		202.70	
	001-100-570	FRONT BRAKE PADS: U# 44		1978251961	06/07/2022		88.88	
	001-100-570	REAR BRAKE PADS: U# 44		1978251982	06/07/2022		31.04	
	001-100-570	BRAKE ROTORS (2): U# 44		1978252034	06/08/2022		171.72	
	001-100-570	BATTERY: U# 59		1978252036	06/08/2022		198.56	

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001	O'REILLY AUTO PARTS	222932	07/19/2022	07/11/2022			3,230.11	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	HOSE CLAMP; HOSE: WEED SPRYR	1978252057	06/08/2022			3.55	
	001-161-638	DEF HEATER & FLUID: F COMMAND	1978252231	06/10/2022			288.70	
	001-170-638	BATTERY: POLARIS UTV	1978252612	06/13/2022			95.49	
	001-100-570	BATTERY: U# 58	1978252811	06/15/2022			166.02	
	001-100-570	HEAD GASKET; HEAD BOLT SET	1978252812	06/15/2022			195.51	
	001-170-639	SHUTOFF SWITCH: FE LOADER	1978252813	06/15/2022			41.46	
	001-161-638	DEF FLUID: F COMMAND	1978252815	06/15/2022			27.99	
	001-205-639	BATTERY: CH GENERATOR	1978253679	06/23/2022			160.43	
	001-100-570	MDS SOLENOID (2)	1978252853	06/15/2022			111.60	
	001-161-638	OIL FILTER: FIRE COMMAND 33	1978252854	06/15/2022			23.20	
	001-100-570	REAR WIPER BLADE (2)	1978252855	06/15/2022			19.20	
	001-170-638	WIPER BLADE (2): DEARMAN	1978253283	06/20/2022			60.78	
	001-100-570	WATER PUMP: U# 66	1978253443	06/21/2022			112.05	
	001-100-570	TENS & IDLER PULLEY (3):U# 66	1978253443	06/21/2022			58.40	
	001-100-570	U-JOINT: CROWN VIC #45	1978253635	06/23/2022			20.78	
	001-100-570	PINION SEAL: CROWN VIC #76	1978253635	06/23/2022			10.32	
	001-100-570	ZINC ADDITIVE (3)	1978253635	06/23/2022			59.97	
	001-100-570	ZINC ADDITIVE (8)	1978253636	06/23/2022			159.92	
	001-205-639	BATTERY: CH GENERATOR	1978252829	06/15/2022			160.43	
	001-100-570	BATTERY: U# 30	1978254066	06/27/2022			198.56	
	001-100-570	HEADLAMP RESTORE KIT	1978254067	06/27/2022			39.98	
	001-170-639	SPARKPLUG: POLARIS UTV	1978254121	06/27/2022			8.58	
	001-170-639	9012BP CAPSULE	1978254164	06/27/2022			20.91	
	001-170-639	RTN CR: 9012BP CAPSULE	1978254165	06/27/2022			-20.91	
	001-170-639	9005BP CAPSULE	1978254165	06/27/2022			7.31	
	001-100-570	AIR & OIL FILTER: CID JEEP	1978254187	06/28/2022			12.06	
	001-100-570	TIE WRAPS: CID JEEP	1978254187	06/28/2022			13.99	
	001-100-570	MDS SOLENOID: 16 CHARGER	1978254187	06/28/2022			111.60	
001	MICAH HANCOCK	222936	07/19/2022	07/11/2022			144.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM REIMB: FO 1021-1-11	06202022	06/02/2022			144.00	
001	FUELMAN	222938	07/19/2022	07/11/2022			4,147.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-525	UNL FUEL	NP62507679	07/11/2022			3,185.85	
	001-161-525	UNL&DSL FUEL	NP62507679	07/11/2022			474.47	
	001-170-525	UNL&DSL FUEL	NP62507679	07/11/2022			487.18	
001	POWELL CONSTRUCTION SERVICES INC	222941	07/19/2022	07/12/2022			9,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	ST LIGHT REPR: HWY 90-DOLPHIN	3340	04/16/2022			9,250.00	
001	TROY ARGUELLES	222942	07/19/2022	07/12/2022			330.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	TRAP/RELOCATE RACCOONS (8)	07112022	07/11/2022			330.00	
001	OCCUPATIONAL HEALTH CENTER INC	222943	07/19/2022	07/12/2022			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	RAPID DRUG SCREEN: ARROYO,C	281275	07/05/2022			35.00	

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001	AGJ SYSTEMS & NETWORKS INC	222944	07/19/2022	07/12/2022			12,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2022		MSP-95992	06/01/2022		6,200.00	
	001-092-698	JUL 2022		MSP-96810	07/01/2022		6,200.00	
001	AGJ SYSTEMS & NETWORKS INC	222945	07/19/2022	07/12/2022			97.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-559	ADAPTER (8): MISC REPRS		94954	03/03/2022		63.39	
	001-092-559	CABLE (4): MISC REPRS		94954	03/03/2022		33.91	
001	RELX INC DBA LEXISNEXIS	222946	07/19/2022	07/12/2022			247.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAY 2022 ACCT 4254VNBSY		3093888544	05/31/2022		123.60	
	001-092-698	JUN 2022 ACCT 4254VNBSY		3093952963	06/30/2022		123.60	
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	222947	07/19/2022	07/12/2022			27,360.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-815	LOAN PMT: POLICE VEHICLES (3)		1504	07/12/2022		27,360.16	
001	PITNEY BOWES INC	222951	07/19/2022	07/12/2022			271.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	RED INK CARTRIDGE (2)		1021055931	07/05/2022		271.98	
001	SINGING RIVER HEALTH SYSTEM	222952	07/19/2022	07/12/2022			279.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP DRG SCR: BROWN,T		12478063	03/22/2022		25.00	
	001-022-604	PRE-EMP PHYSICAL: BROWN,T		12478344	03/22/2022		68.00	
	001-100-604	PRE-EMP DRG SCR: NICHOLSON		12751535	04/25/2022		25.00	
	001-100-604	PRE-EMP PHYSICAL: NICHOLSON		12752294	04/25/2022		68.00	
	001-100-604	PRE-EMP DRG SCR: JOHNSON,K		13050314	05/31/2022		25.00	
	001-100-604	PRE-EMP PHYSICAL: JOHNSON,K		13033871	05/31/2022		68.00	
001	ADVANCE AUTO PARTS	222955	07/19/2022	07/12/2022			18.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	HEADLIGHT: STAFF 48		1403217566	06/24/2022		18.19	
001	AUTOZONE INC	222956	07/19/2022	07/12/2022			7.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SPARKPLUG (2)		4907138098	03/15/2022		7.18	
	001-170-559	RENTAL: 7TN REV PULLER		4907169758	05/05/2022		130.00	
	001-170-559	RTN CR: 7TN REV PULLER		4907173166	05/11/2022		-130.00	
	001-170-559	WARRANTY RTN: JUMP STARTER		4907178277	05/19/2022		-99.99	
	001-170-559	DURALAST LITHIUM JUMP STARTER		4907178278	05/19/2022		100.39	
001	CARDMEMBER SERVICES	222957	07/19/2022	07/12/2022			1,811.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	EMT APP FEE: MCCLURE		06022022	06/03/2022		98.00	
	001-170-513	FREEZE POPS (8): KICKBALL		06062022	06/07/2022		26.32	
	001-092-698	CITY WEBSITE HOST FEE		06062022	06/07/2022		192.00	
	001-092-698	CITY WEBSITE ANNUAL FEE		06062022	06/07/2022		420.00	

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001	CARDMEMBER SERVICES	222957	07/19/2022	07/12/2022			1,811.73	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	UNIFORM SHIRT (10)		06162022	06/17/2022		195.80	
	001-170-535	CR RTN: UNIFORM SHIRT (2)		06162022	06/21/2022		-54.80	
	001-170-535	UNIFORM SHIRT (2)		06162022	06/17/2022		33.47	
	001-170-535	UNIFORM TOP (16)		06162022	06/17/2022		284.82	
	001-170-504	WILSON BASKETBALL (4)		06162022	06/17/2022		127.96	
	001-170-535	UNIFORM SHIRT (2)		06162022	06/17/2022		39.98	
	001-170-535	NAME TAG (6): REC STAFF		06162022	06/17/2022		72.78	
	001-040-559	PLANNER; HDMI CABLE		06202022	06/21/2022		24.43	
	001-170-535	UNIFORM SHIRT (11)		06172022	06/21/2022		186.89	
	001-170-513	SUPPLIES: HOOPING SUMMER		06242022	06/27/2022		32.01	
	001-170-511	SUPPLIES: SENIOR EVENTS		06282022	06/29/2022		132.07	
001	HENZE ENTERPRISES INC	222960	07/19/2022	07/12/2022			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4 TNS RAP: CARRIE		31280	07/06/2022		160.00	
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	222966	07/19/2022	07/12/2022			516.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2022 ACCT 6006920		202206-1	07/01/2022		516.00	
001	RJ YOUNG COMPANY LLC	222967	07/19/2022	07/12/2022			180.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4841242	06/22/2022		180.30	
001	TEC	222968	07/19/2022	07/12/2022			198.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		1051277	07/01/2022		198.43	
001	SEYMOUR ENGINEERING PLLC	222969	07/19/2022	07/12/2022			1,237.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	ROAD MAP: FUTURE PAVING		8479	06/29/2022		450.00	
	001-201-603	EMERG ROAD-BRIDGE GRANT		8479	06/29/2022		787.50	
001	AIRGAS USA LLC	222970	07/19/2022	07/12/2022			269.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9989545036	06/30/2022		269.27	
001	BLOSSMAN GAS INC	222971	07/19/2022	07/12/2022			308.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	PROPANE GAS:NORTH STN		19092855	06/07/2022		308.03	
001	GOVERNMENT BRANDS SHARED SERVICES	222972	07/19/2022	07/12/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUL 2022 COURT SUPPORT		INV4305280	07/01/2022		1,495.00	
001	LOWES HOME CENTERS INC	222978	07/19/2022	07/12/2022			1,195.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	WASP-HORNET TWIN PK		902456	05/25/2022		6.64	
	001-170-559	HARDWARE: HANG BACOT RES BOX		901321	05/26/2022		10.70	
	001-205-559	KEYS: CUSTODIAN		902614	05/26/2022		5.66	
	001-161-559	C BATTERY 8 PK		901352	05/30/2022		14.62	

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001	LOWES HOME CENTERS INC	222978	07/19/2022	07/12/2022			1,195.79	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-510	MOP;TANDEM BUCKET;BOWL BRUSH		902502	06/01/2022		72.81	
	001-170-634	WASHER; HEX BOLT		902484	06/01/2022		2.47	
	001-170-559	32 GAL TRASHCAN (2)		902419	06/01/2022		46.52	
	001-170-559	MASTERLOCK HD COMBO LOCK		902419	06/01/2022		18.03	
	001-161-635	DELTA FIXED SHOWER HEAD		902525	06/01/2022		37.97	
	001-170-520	PREM RED MULCH (80)		919294	06/02/2022		226.40	
	001-170-639	METAL HOSE NOZZLE; REPR PARTS		902679	06/02/2022		13.72	
	001-161-559	AQUAFINA 24 CNT (10)		901171	06/02/2022		52.00	
	001-100-559	SCHLAGE BRASS KEY (3)		902312	06/06/2022		8.49	
	001-161-510	35 QT MOP BUCKET		901295	06/07/2022		66.49	
	001-161-635	CTF BASIC AIR FILTER (2)		902535	06/08/2022		11.34	
	001-170-634	BOLTS: SPLASH PAD REPR		902558	06/08/2022		3.96	
	001-170-634	SCH40 ADAPTER; PVC BALL VLV		902688	06/09/2022		8.88	
	001-100-559	SCHLAGE BRASS KEY (4)		902712	06/09/2022		11.32	
	001-170-634	HOSE BIBB: PAV FAUCET REPR		901041	06/10/2022		6.64	
	001-161-510	ORBIT MAX BLASTER NOZZLE		902392	06/13/2022		21.84	
	001-170-520	PREEN WEED PREVENTER (3)		909198	06/13/2022		45.54	
	001-170-520	PREM RED MULCH (40)		919273	06/14/2022		113.20	
	001-170-520	PREM RED MULCH (40)		919429	06/15/2022		113.20	
	001-161-559	AQUAFINA 24 PK (12)		902661	06/16/2022		62.40	
	001-161-559	ORTHO HD MAX		902042	06/19/2022		15.65	
	001-170-559	SM PRO SPRAY TIP;KW DEADBOLT		901716	06/20/2022		27.99	
	001-092-559	AA DURACELL 16 PK		902334	06/21/2022		15.76	
	001-170-559	ALGAEICIDE (2);MICROBAN (6)		901895	06/21/2022		91.04	
	001-161-559	C RAYOVAC 8 CNT (2)		918634	06/21/2022		26.56	
	001-170-559	3M FOLDING EARMUFF		901923	06/21/2022		17.09	
	001-170-510	SIMPLE GREEN (2)		901467	06/23/2022		20.86	
001	CINTAS CORPORATION NO 2	222980	07/19/2022	07/12/2022			438.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4121155357	06/02/2022		86.67	
	001-205-535	MAINTENANCE		4121771538	06/08/2022		86.67	
	001-205-535	MAINTENANCE		4122438841	06/15/2022		86.67	
	001-205-535	MAINTENANCE		4123134553	06/22/2022		86.67	
	001-205-535	MAINTENANCE		4123810114	06/29/2022		91.39	
001	JACKSON COUNTY ADULT DETENTION CENTER	222981	07/19/2022	07/12/2022			8,995.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUN 2022 ADC CHGS		06302022	07/12/2022		8,995.00	
001	SBM REPORTING LLC	222983	07/19/2022	07/13/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 7/7/22		MB1401	07/11/2022		175.00	
001	BUTLER SNOW LLP	222984	07/19/2022	07/13/2022			2,167.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 06/30/22		10344528	07/11/2022		2,167.11	

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001	ALABAMA MEDIA GROUP	222985	07/19/2022	07/13/2022			87.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBL NOTICE: GPC #22-23-SE	0010364700	06/22/2022	221008		17.52	
	001-090-615	PUBL NOTICE: GPC #22-24-VAR	0010364704	06/22/2022	221008		17.64	
	001-090-615	PUBL NOTICE: GPC #22-25-VAR	0010364714	06/22/2022	221008		17.28	
	001-090-615	PUBL NOTICE: GPC #22-26-VAR	0010364717	06/22/2022	221008		17.76	
	001-090-615	PUBL NOTICE: GPC #22-27-SE	0010364723	06/22/2022	221008		17.28	
001	ESTABROOK MOTOR CO INC	222986	07/19/2022	07/13/2022			272.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPROGRAM PCM; REPL DIPSTICK	496479	06/15/2022	220619		272.99	
001	GULF STATES DISTRIBUTORS	222987	07/19/2022	07/13/2022			2,094.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-587	.223 REM 55GR AMMO (6)	1420896-IN	06/27/2022	220279		2,094.00	
001	BELL AUTO PARTS INC	222988	07/19/2022	07/13/2022			12,012.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	EXMARK ZERO TURN #412257037	44611	07/11/2022	221031		12,012.00	
001	LAWRENCE PRINTING COMPANY INC	222989	07/19/2022	07/13/2022			416.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	MINUTE BOOK (3): PLNG COMM	66574	07/07/2022	220498		390.00	
	001-090-559	SHIPPING	66574	07/07/2022	220498		26.25	
001	SUNBELT FIRE INC	222990	07/19/2022	07/13/2022			2,935.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-702	BAAC40060A 6000PSI CYL (2)	129046	06/22/2022	220782		2,400.00	
	001-161-702	BAAC10034 702 NUT-NIPPLE(2)	129046	06/22/2022	220782		100.00	
	001-161-702	2' PIGTAIL (2)	129046	06/22/2022	220782		170.00	
	001-161-702	SHIPPING	129046	06/22/2022	220782		265.00	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	222993	07/19/2022	07/13/2022			90.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	8X10 PLAQUE: MORAN AWARD	2207015	07/08/2022	221056		30.00	
	001-090-500	12X15 PLAQUE: MORAN AWARD	2207015	07/08/2022	221056		50.00	
	001-170-502	ENG TAG (2): SUPERBOWL CHAMPS	2201078	06/03/2022	220427		10.00	
001	PASCAGOULA TIRE & SERVICE INC	222995	07/19/2022	07/13/2022			2,975.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	FS FIREHAWK PURSUIT (4)	105081	07/06/2022	221016		446.80	
	001-100-570	INSTALLATION (4)	105081	07/06/2022	221016		84.00	
	001-205-638	FS ALL SEASON CUV (4)	104847	06/16/2022	220966		660.67	
	001-205-638	FS DESTINATION LE3 (4)	104894	06/17/2022	220966		674.95	
	001-205-638	FS DESTINATION AT2 (4)	104917	06/20/2022	220966		578.07	
	001-100-570	FS FIREHAWK PURSUIT (4)	105084	06/29/2022	221014		446.80	
	001-100-570	INSTALLATION (4)	105084	06/29/2022	221014		84.00	

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001	CROWN DODGE CHRYSLER JEEP	222996	07/19/2022	07/13/2022			224.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	COOLING FAN (4): STOCK		90396	06/01/2022	220917		224.80
001	SUN HERALD	222999	07/19/2022	07/13/2022			48.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: NANOFILTRATION PLANT		132091	06/30/2022	221011		48.72
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	223000	07/19/2022	07/13/2022			412.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-559	MD LEGAL STORAGE BOX 12PK		3511246047	06/28/2022	221027		60.85
	001-094-559	BUS CARD SLEEVE CLR (2)		3511246047	06/28/2022	221027		21.06
	001-094-559	COMMAND TRAD LARGE HOOKS		3511246047	06/28/2022	221027		13.46
	001-094-559	TITANIUM SCISSOR 8" 2PK		3511246047	06/28/2022	221027		11.49
	001-094-500	AAA ALKALINE 24 PK		3511246047	06/28/2022	221027		18.91
	001-094-500	AA ALKALINE 24 PK		3511246047	06/28/2022	221027		26.36
	001-094-500	PARCHMENT CERTIFICATE PAPER		3511246047	06/28/2022	221027		12.38
	001-094-500	NOTARY SEAL GOLD (2)		3511246047	06/28/2022	221027		6.60
	001-094-500	STPLS INVISIBLE TAPE 12PK		3511246047	06/28/2022	221027		7.37
	001-094-500	STPLS FILE FOLDER (100)		3511246047	06/28/2022	221027		14.55
	001-094-500	TOPS NOTEPADS PERF LTR (24)		3511246047	06/28/2022	221027		31.54
	001-094-500	BIC BRITE LINER 24PK		3511246047	06/28/2022	221027		6.26
	001-094-500	HP952 XL BK/STD CLR TONER PK		3511246047	06/28/2022	221027		109.59
	001-094-500	POP-UP NOTES 3X3 (3)		3511246047	06/28/2022	221027		21.87
	001-094-500	DYMO 2 PK LETRATAG LBL (3)		3511246047	06/28/2022	221027		30.51
	001-094-559	MONITOR STAND ADJUSTABLE		3511948211	06/28/2022	221027		19.89
001	CODY D DICKERSON	223004	07/19/2022	07/13/2022			4,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	ABATEMENT: 7301 RIVER MUSIC		06152022-1	06/15/2022	221003		4,800.00
001	STERLING PETROLEUM PRODUCTS INC	223006	07/19/2022	07/13/2022			1,005.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	SERV PRO SYN BLEND 5W20 (2)		98106	06/28/2022	221028		1,001.00
	001-100-570	LUBE TAX		98106	06/28/2022	221028		4.40
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	223007	07/19/2022	07/13/2022			2,563.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	BLAUER PANT 8657T Nvy (3)		22142	07/05/2022	220776		194.97
	001-100-535	BLAUER PANT 8657T Nvy (3)		22142	07/05/2022	220776		194.97
	001-100-535	BLAUER PANT 8650T Nvy		22142	07/05/2022	220776		44.99
	001-100-535	BLAUER PANT 8650T Nvy		22142	07/05/2022	220776		44.99
	001-100-535	BLR BASE SHIRT Nvy XL (7)		22142	07/05/2022	220776		349.93
	001-100-535	BLR BASE SHIRT Nvy LG (7)		22142	07/05/2022	220776		349.93
	001-100-535	BLR BASE SHIRT Nvy M (4)		22142	07/05/2022	220776		199.96
	001-100-535	BLR SUPER SHIRT SS Nvy XL		22142	07/05/2022	220776		49.99
	001-100-535	BLR SUPER SHIRT SS Nvy L		22142	07/05/2022	220776		49.99
	001-100-535	511 FREE-FLX SHIRT STORM XL		22142	07/05/2022	220776		59.99
	001-100-535	511 FREE-FLX SHIRT PEACOCK XL		22142	07/05/2022	220776		59.99
	001-100-535	511 PERF POLO BLK XL		22142	07/05/2022	220776		42.99

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001	THE SOUTHERN CONNECTION POLICE SUPPLIES	223007	07/19/2022	07/13/2022			2,563.26	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	511 PERF POLO BLK M	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO GRAY XL	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO GRAY M	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO NAVY XL	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO NAVY M	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO GRN XL	22142	07/05/2022	220776	42.99		
	001-100-535	511 PERF POLO GRN M	22142	07/05/2022	220776	42.99		
	001-100-535	GOLD STAR CLUSTER (2)	22142	07/05/2022	220776	25.98		
	001-100-535	3 STARS (2)	22142	07/05/2022	220776	29.90		
	001-100-535	EMBROIDERY (10)	22142	07/05/2022	220776	60.00		
	001-100-535	BLR SUPER SHIRT LS NAVY 16/33	22142	07/05/2022	220776	54.99		
	001-100-535	BLR SUPER SHIRT LS NAVY 17/35	22142	07/05/2022	220776	54.99		
	001-100-535	BLR WOMENS PANT NAVY (3)	22142	07/05/2022	220776	179.85		
	001-100-535	BLR WOMENS PLY TROUSER NAVY	22142	07/05/2022	220776	49.95		
	001-100-535	BLR WM SUPER SHIRT LS NAVY	22142	07/05/2022	220776	54.99		
	001-100-535	BLR WM SUPER SHIRT SS NAVY	22142	07/05/2022	220776	49.99		
	001-100-535	DUTY BELT B/W 30"	22142	07/05/2022	220776	59.00		
001	AMAZON COM SALES INC	223008	07/19/2022	07/13/2022			143.77	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	CM 100QT ICE CHEST WHEELED	1L1TM3FCJC	06/28/2022	221021	98.99		
	001-094-500	SPIRAL STENO PADS 12 PK	1L1TM3FCWG	06/30/2022	221026	19.79		
	001-094-559	VERBATIM 16GB USB 5 PK	1L1TM3FCWG	06/30/2022	221026	24.99		
001	AGJ SYSTEMS & NETWORKS INC	223009	07/19/2022	07/13/2022			816.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-704	HP OFFICEJET PRO PRINTER	95649	04/30/2022	220688	329.39		
	001-040-704	BROTHER LASER PRINTER	97079	06/29/2022	221025	486.78		
001	GOKEYLESS	223013	07/19/2022	07/13/2022			2,297.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	TRILOGY DL SCHROME LOCK (2)	116961	06/03/2022	220935	1,158.00		
	001-170-634	COMPUTER INTERFACE CABLE	116961	06/03/2022	220935	139.90		
	001-170-634	DATA TRASFER MODULE	116961	06/03/2022	220935	264.46		
	001-170-634	STANDARD KEY ALIKE	116961	06/03/2022	220935	16.56		
	001-170-634	GO KEYLESS SHIELD	116961	06/03/2022	220935	315.80		
	001-170-634	GK SUPPORT TIER 2	116961	06/03/2022	220935	350.00		
	001-170-634	SHIPPING	116961	06/03/2022	220935	52.94		
001	GAME ON GULF COAST	223014	07/19/2022	07/13/2022			259.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	GAME TRUCK: BACOT PARK EVENT	000060	07/07/2022	221053	259.00		
001	OCCUPATIONAL HEALTH CENTER INC	223015	07/19/2022	07/13/2022			12,099.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	YEARLY PHYSICALS	285466	07/05/2022	220980	6,012.00		
	001-100-604	PRE-EMPLOYEE PHYSICAL: BONILLA	281275	07/05/2022	220957	75.00		
	001-100-604	PRE-EMPLOYEE DRUG SCREEN: BONI	281275	07/05/2022	220957	70.00		
	001-022-604	PRE-EMPL PHYSICAL: SCARDINO, J	281275	07/05/2022	220998	75.00		
	001-022-604	PRE-EMPL DRUG SCREEN: SCARDINO	281275	07/05/2022	220998	35.00		
	001-022-604	PRE-EMPL PHYSICAL: WILLIAMS, S	281275	07/05/2022	220883	75.00		

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001	OCCUPATIONAL HEALTH CENTER INC	223015	07/19/2022	07/13/2022			12,099.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMPL DRUG SCREEN: WILLIAMS,	281275	07/05/2022	220883		35.00	
	001-100-604	PRE-EMP PHYSICAL: ZELAYA, ALEX	281275	07/05/2022	221022		75.00	
	001-100-604	C.O.C. DRUG SCREEN: ZELAYA, AL	281275	07/05/2022	221022		70.00	
	001-161-604	YEARLY PHYSICALS	284680	06/20/2022	220980		5,577.00	
001	STEINER SAW & MOWER	223016	07/19/2022	07/13/2022			702.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	STIHL FS 94 WEEDEATER (2)	15822	07/07/2022	221033		702.00	
001	C SPIRE WIRELESS	223017	07/19/2022	07/13/2022			3.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-605	JUN 2022 BAL DUE (MAY PD 2X)	0030759348	06/30/2022			3.40	
FUND TOTAL	1 Claims	to	Checks	72 Total	175,536.30	Manual	Held	Total 175,536.30

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002	SEYMOUR ENGINEERING PLLC	222964	07/19/2022	07/12/2022			15,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	002-655-603	ENG DESIGN/BIDDING 60%		8481	06/29/2022			15,000.00
FUND TOTAL	2 Claims	to	Checks	1 Total	15,000.00	Manual	Held	Total 15,000.00

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003	CARDMEMBER SERVICES	222959	07/19/2022	07/12/2022			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	ONEWAY APP: JUN 2022		06022022	06/03/2022		75.00	
	003-450-704	ONEWAY APP: JUL 2022		07022022	07/05/2022		75.00	
003	AGJ SYSTEMS & NETWORKS INC	223010	07/19/2022	07/13/2022			8,425.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	LEAPVAULT PRO: 2 APPL		97248	07/07/2022	220687	7,200.00	
	003-460-704	MS OFFICE 2021 HOME-BUS (5)		95806	05/09/2022	220789	1,225.00	
003	EDDIE PEARSON ROOFING LLC	223012	07/19/2022	07/13/2022			35,137.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-460-721	INSTL METAL ROOF: UTLTY BLDG		1946	07/05/2022	220595	35,137.84	
FUND TOTAL	3 Claims	to	Checks	3 Total	43,712.84	Manual	Held	Total 43,712.84

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130	GULF BREEZE CONSTRUCTION INC	222982	07/19/2022	07/12/2022			170,120.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 12.48%		6	07/11/2022			170,120.57
FUND TOTAL 130 Claims	to	Checks	1 Total	170,120.57	Manual		Held	Total 170,120.57

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171	COASTAL PAINTING & GENERAL Account Number 171-176-779	222991	07/19/2022	07/13/2022			3,650.00	
		Description	Invoice #	Date	P.O.		Amount	
		ADA COMP RAMP: SSP BATHHOUSE	2634	07/06/2022	220989		3,650.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	3,650.00	Manual	Held	Total	3,650.00

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176	FUELMAN	222897	07/19/2022	07/08/2022			137.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62464117	07/04/2022			137.83
176	SINGING RIVER ELECTRIC COOPERATIVE	222930	07/19/2022	07/11/2022			3,580.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		06192022	06/28/2022			2,939.21
	176-170-631	HOUSE 76855002		06192022	06/28/2022			49.84
	176-170-631	SSP WELCOME CENTER 108928002		06192022	06/28/2022			566.73
	176-170-631	DUMP STATION 109931001		06192022	06/28/2022			25.10
176	FUELMAN	222939	07/19/2022	07/11/2022			68.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62507679	07/11/2022			68.17
176	HUEY P STOCKSTILL LLC	222949	07/19/2022	07/12/2022			88.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	1 TN ASPHALT: SSP ENTRANCE		48063	06/10/2022			88.00
176	CARDMEMBER SERVICES	222958	07/19/2022	07/12/2022			88.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	INVENTORY ITEMS: GEN STORE		06282022	06/29/2022			88.75
176	HEFLIN ENGINEERING INC	222962	07/19/2022	07/12/2022			11,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-762	DESIGN PHASE 95%		0205	06/30/2022			5,525.00
	176-176-762	SOS TIDELANDS LEASE SUBMTL		0205	06/30/2022			1,000.00
	176-176-762	ENVIRO PERMITTING 95%		0205	06/30/2022			4,875.00
176	GRAND VIEW SECURITY LLC	222974	07/19/2022	07/12/2022			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	LOG CABIN ALARM MONITORING		0630155766	06/30/2022			360.00
FUND TOTAL 176 Claims		to	Checks	7 Total	15,723.63	Manual	Held	Total 15,723.63

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	HEFLIN ENGINEERING INC	222963	07/19/2022	07/12/2022			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-763	CONST PH SERVS 95%		0204	06/30/2022			8,000.00
FUND TOTAL 307 Claims	to	Checks	1 Total	8,000.00	Manual		Held	Total 8,000.00

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	222861	07/19/2022	06/30/2022			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2022 TREATMENT CHGS		1819	07/01/2022			230,294.00
400	COG DEPOSITORY ACCOUNT	222885	07/19/2022	07/07/2022			268,033.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	MAY 2022 GARBAGE PMTS		05312022	05/31/2022			139,592.01
	400-000-104	JUN 2022 GARBAGE PMTS		06302022	06/30/2022			128,441.52
400	FUELMAN	222898	07/19/2022	07/08/2022			203.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62464117	07/04/2022			203.58
400	WASTE MANAGEMENT OF MS-GLF COAST INC	222918	07/19/2022	07/11/2022			2,533.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		0771820476	07/01/2022			2,533.21
400	CLEARWATER SOLUTIONS LLC	222919	07/19/2022	07/11/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUL 2022 OPERATION FEE		GAUTIER115	07/01/2022			170,690.75
400	SINGING RIVER ELECTRIC COOPERATIVE	222931	07/19/2022	07/11/2022			5,148.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		06172022	06/24/2022			72.64
	400-651-631	LIFT STNS 89702001		06172022	06/24/2022			25.00
	400-651-631	LIFT STNS 17881		06172022	06/24/2022			1,936.01
	400-651-631	WATER WELLS 17881		06172022	06/24/2022			3,114.93
400	SINGING RIVER ELECTRIC COOPERATIVE	222933	07/19/2022	07/11/2022			523.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	G/V LFT STN 3305 114260001		06192022	06/28/2022			459.71
	400-651-631	G/V LFT STN 3330 114046001		06182022	06/27/2022			64.06
400	SINGING RIVER ELECTRIC COOPERATIVE	222934	07/19/2022	07/11/2022			9,412.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		06182022	06/27/2022			331.19
	400-651-631	LIFT STNS 17882		06182022	06/27/2022			2,258.55
	400-651-631	WATER WELLS 17882		06182022	06/27/2022			4,339.94
	400-651-631	CTIY HALL SOUTH 17882		06182022	06/27/2022			2,482.67
400	SINGING RIVER ELECTRIC COOPERATIVE	222935	07/19/2022	07/11/2022			3,210.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		06192022	06/28/2022			220.28
	400-651-631	LIFT STNS 17883		06192022	06/28/2022			2,125.87
	400-651-631	LIFT STNS 17884		06182022	06/28/2022			864.81
400	O'REILLY AUTO PARTS	222937	07/19/2022	07/11/2022			762.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	31-5 BATTERY (4): GENERATORS		1978253680	06/23/2022			547.16
	400-651-581	8D2 BATTERY: GENERATOR		1978253680	06/23/2022			215.70

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	222940	07/19/2022	07/11/2022			163.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62507679	07/11/2022			163.55
400	HUEY P STOCKSTILL LLC	222948	07/19/2022	07/12/2022			541.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	6.15 TN ASPHALT: SOUNDVIEW		48063	06/10/2022			541.20
400	ARISTA INFORMATION SYSTEMS INC	222953	07/19/2022	07/12/2022			4,239.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2022 PRINTING 2067001		0005646	06/30/2022			1,203.11
	400-650-698	JUN 2022 POSTAGE 2067001		0005646	06/30/2022			3,036.55
400	MISSION COMMUNICATIONS LLC	222954	07/19/2022	07/12/2022			1,144.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: GLEN HEATH LS		1066019	06/27/2022			581.40
	400-651-698	RENEWAL: BEMIS AVE LS		1066019	06/27/2022			563.40
400	HENZE ENTERPRISES INC	222961	07/19/2022	07/12/2022			960.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	20 TN RAP: DRAINAGE ISSUES		31280	07/06/2022			800.00
	400-651-683	16 CY RED SAND: STORM DRAINS		31280	07/06/2022			160.00
400	SEYMOUR ENGINEERING PLLC	222965	07/19/2022	07/12/2022			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	ENG DESIGN: HEADSTART PROJ		8480	06/29/2022			600.00
400	SEYMOUR ENGINEERING PLLC	222973	07/19/2022	07/12/2022			7,095.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	TAMPICA: DESIGN, COST EST		8479	06/29/2022			770.00
	400-650-603	WOODVILLE: DESIGN WORK		8479	06/29/2022			1,400.00
	400-650-603	MEADOWDALE: TOPO SURVEY		8479	06/29/2022			1,175.00
	400-650-603	PRINCE GEORGE: STAKE EASEMENT		8479	06/29/2022			3,000.00
	400-650-603	PRINCE GEORGE: BOUNDARY ISSUES		8479	06/29/2022			675.00
	400-650-603	GENERAL DRAINAGE		8479	06/29/2022			75.00
400	SOUTHERN LINC	222975	07/19/2022	07/12/2022			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2022 SERV CHGS		73978	07/01/2022			80.00
	400-650-698	TAXES/FEES		73978	07/01/2022			6.72
400	ANSER	222976	07/19/2022	07/12/2022			574.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 7/6/22-8/2/22		277-070622	07/06/2022			500.00
	400-650-698	HOLIDAY CHGS		227-070622	07/06/2022			12.00
	400-650-698	504 AGENT MNTS 6/8/22-7/5/22		227-070622	07/06/2022			62.64

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	222977	07/19/2022	07/12/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 7/6/22-8/5/22		2714	07/11/2022			7,500.00
400	LOWES HOME CENTERS INC	222979	07/19/2022	07/12/2022			212.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	QUIKRETE 80LB (6)		902453	05/25/2022			27.72
	400-651-584	EATON 125V RECEPTACLE (3)		901191	06/02/2022			10.42
	400-651-683	20LB HYD WTR STOP (2)		901051	06/17/2022			34.16
	400-651-585	QUIKRETE 80LB (5)		901146	06/17/2022			23.10
	400-651-683	2X4 WW STUDS (4)		901018	06/17/2022			18.92
	400-651-581	D DURACELL 8 PK		902500	06/22/2022			14.62
	400-651-683	20LB HYD WTR STOP (2)		901488	06/23/2022			34.16
	400-651-584	WEDGE ANCHOR 25PK;DRILL BIT(2)		901660	06/23/2022			26.54
	400-651-585	QUIKRETE 80LB (5)		901838	06/24/2022			23.10
400	SOUTHERN PIPE & SUPPLY CO INC	222992	07/19/2022	07/13/2022			610.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1.5X1 BRASS BUSHING LF (10)		6654298-01	06/24/2022	220862		111.50
	400-651-709	2" METER MANUAL		6519210-00	06/28/2022	220698		499.18
400	OFFICE DEPOT 1104	222994	07/19/2022	07/13/2022			224.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK 51B1000 BK TONER (3)		2490868110	06/24/2022	221010		224.37
400	CENTRAL PIPE SUPPLY-JACKSON	222997	07/19/2022	07/13/2022			18,603.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	24"X20' HDPE PIPE (400 LF)		301058.001	07/01/2022	221024		12,676.00
	400-651-683	24" ADS PE DW TEE (2)		301058.001	07/01/2022	221024		1,635.30
	400-651-683	24" ADS DW SPLIT CPLR (4)		301058.001	07/01/2022	221024		288.72
	400-651-683	NYLOPLAST DROP-IN GRATE (2)		301058.001	07/01/2022	221024		817.50
	400-651-683	PIPE LUBE QUART (3)		301058.001	07/01/2022	221024		17.28
	400-651-683	24"X20' HDPE PIPE (400 LF)		301058.002	07/05/2022	221024		3,169.00
400	BAY MOTOR WINDING INC	222998	07/19/2022	07/13/2022			16,719.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RELIANCE IMPELLER: JSCC-1		0121426	06/30/2022	220683		4,315.00
	400-651-584	3HP CHAMPION PUMP: FLS-1		0121427	06/30/2022	220970		4,384.00
	400-651-584	REBUILD MOTOR: GLENHEATH LS		0121428	06/30/2022	220991		2,365.00
	400-651-584	MACHINE WORK: GLENHEATH LS		0121428	06/30/2022	220991		475.00
	400-651-584	REWIND MOTOR: GARDEN LN 2		0121429	06/30/2022	220992		2,165.00
	400-651-584	SEAL PLATE: GARDEN LN 2		0121429	06/30/2022	220992		425.00
	400-651-584	REWIND MOTOR: GARDEN LN 1		0121430	06/30/2022	220993		2,165.00
	400-651-584	SEAL PLATE: GARDEN LN 1		0121430	06/30/2022	220993		425.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	223001	07/19/2022	07/13/2022			450.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK B221H00 HY BK (2)		3510885987	06/23/2022	221009		189.98
	400-650-500	HP 950XL HY BK/STD CLR 4PK		3510885987	06/23/2022	221009		218.32
	400-650-500	HP 952XL HY BK INK CART		3510885987	06/23/2022	221009		42.45

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN READY MIX LLC Account Number 400-651-683	223002	07/19/2022	07/13/2022			1,184.00	
	Description 8 YDS CONCRETE			Invoice # 2276	Date 07/08/2022	P.O. 221029	Amount 1,184.00	
400	MARK CARTER Account Number 400-651-683	223003	07/19/2022	07/13/2022			3,600.00	
	Description REPR CONCRETE: TAMPICA			Invoice # 395752	Date 06/06/2022	P.O. 221012	Amount 3,600.00	
400	PROFESSIONAL SOLUTIONS USA INC Account Number 400-651-698	223005	07/19/2022	07/13/2022			956.69	
	Description WATER QLTY INSERT (7500)			Invoice # 397714	Date 06/27/2022	P.O. 220893	Amount 956.69	
400	AGJ SYSTEMS & NETWORKS INC Account Number 400-650-704 400-650-704 400-650-704	223011	07/19/2022	07/13/2022			75.93	
	Description REPLACEMENT FAN: COMPUTER			Invoice # 97079	Date 06/29/2022	P.O. 221007	Amount 29.84	
	REPLACEMENT FAN: COMPUTER			97242	06/30/2022	221030	35.09	
	SHIPPING			97242	06/30/2022	221030	11.00	
FUND TOTAL 400 Claims	to	Checks	30 Total	756,357.12	Manual	Held	Total	756,357.12

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	222917	07/19/2022	07/11/2022			107,695.17	
		Description	Invoice #	Date	P.O.		Amount	
		JUN 2022 RES GARBAGE (6399)	0001232308	06/30/2022			107,695.17	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,695.17	Manual		Held	Total 107,695.17

Docket of Claims
Release date from 07/19/2022 thru 07/19/2022

SUMMARY OF ALL FUNDS

FUND	1	Claims	to	Checks	72	Total	175,536.30	Manual	Held	Total	175,536.30
FUND	2	Claims	to	Checks	1	Total	15,000.00	Manual	Held	Total	15,000.00
FUND	3	Claims	to	Checks	3	Total	43,712.84	Manual	Held	Total	43,712.84
FUND	130	Claims	to	Checks	1	Total	170,120.57	Manual	Held	Total	170,120.57
FUND	171	Claims	to	Checks	1	Total	3,650.00	Manual	Held	Total	3,650.00
FUND	176	Claims	to	Checks	7	Total	15,723.63	Manual	Held	Total	15,723.63
FUND	307	Claims	to	Checks	1	Total	8,000.00	Manual	Held	Total	8,000.00
FUND	400	Claims	to	Checks	30	Total	756,357.12	Manual	Held	Total	756,357.12
FUND	404	Claims	to	Checks	1	Total	107,695.17	Manual	Held	Total	107,695.17

Total for all Funds				Checks	117	Total	1,295,795.63	Manual	Held	Total	1,295,795.63

Councilman Jackson requested to pull Consent Agenda Items 9 and 10 for further discussion.

Councilman Gollott made the motion to approve Consent Agenda Items 1-8, 11, and 12, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 133-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8, 11, and 12 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 Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

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

ORDER NUMBER 134-2022

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held July 5, 2022 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

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

ORDER NUMBER 135-2022

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for May 2022 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 Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 19, 2022.

MAY 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,873,323.78
HB1 Modernization Act Funds	Depository Account	002-000-001	\$673,534.79
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,772,180.08
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$375,910.96
U S Justice Equitable Sharing	Depository Account	157-000-001	\$74,042.65
Fire Protection Fund	Depository Account	160-000-001	\$214,872.03
Tidelands Grant	Depository Account	171-000-001	\$16,799.07
Library Support Fund	Depository Account	172-000-001	\$3,444.83
Shepard State Park Fund	Depository Account	176-000-001	\$87,848.02
USDA NRCS EWP Program	Depository Account	300-000-001	(\$91,418.95)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$196,852.11
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$1,333.11)
Solid Waste Fund	Depository Account	404-000-001	\$158,443.40
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$10,356,283.09
General Depository Reconciled Cash Balance			\$10,356,283.09

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$258,969.62)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$22,466.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,277,660.48
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,043,786.88
Enterprise Reconciled Cash Balance			\$3,039,262.30

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,963,553.79
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$156,853.50
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,325.38
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,496.43
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,496.43
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,000,952.99
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,001,662.61
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$832,460.92
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$107,689.41
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$0.80
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,849,334.06
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,132.74
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,496.46
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$893,670.01

Total Bond & Restricted Reconciled Cash Balances \$13,031,125.53

**MAY 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	MAY 2022	Balance	66.66% % to date
General Fund Revenues	11,270,179.00	8,453,253.45	2,816,925.55	75.0%
Expenditures:				
001 Legislative	273,705.00	160,370.92	113,334.08	58.5%
010 City Court	348,579.00	206,590.70	141,988.30	59.2%
021 City Manager	328,300.00	153,577.09	174,722.91	46.7%
022 Human Resources	79,170.00	49,305.63	29,864.37	62.2%
040 City Clerk	548,011.00	345,806.05	202,204.95	63.1%
060 City Attorney	180,000.00	102,453.06	77,546.94	56.9%
090 Economic Dev - Planning	516,191.00	320,450.50	195,740.50	62.0%
092 Building & General Expenses	672,200.00	457,604.65	214,595.35	68.0%
094 Grants & Project Admin	232,305.00	124,654.97	107,650.03	53.6%
100 Police	4,041,218.00	2,336,084.34	1,705,133.66	57.8%
161 Fire	2,758,895.00	1,755,183.60	1,003,711.40	63.6%
170 Recreation	868,286.00	471,590.06	396,695.94	54.3%
201 PW: Streets	445,000.00	165,523.91	279,476.09	37.1%
205 PW: Maintenance	334,074.00	172,902.92	161,171.08	51.7%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	809,552.00	348,767.00	460,785.00	43.0%
General Fund Expenditures	12,522,940.00	7,258,318.95	5,264,621.05	57.9%
<i>Total Operating Expenditures</i>	<i>11,211,405.00</i>	<i>6,634,162.71</i>	<i>4,577,242.29</i>	
<i>Total Capital Outlay Expenditures</i>	<i>286,446.00</i>	<i>112,416.50</i>	<i>174,029.50</i>	
<i>Total Debt Service</i>	<i>215,537.00</i>	<i>162,972.74</i>	<i>52,564.26</i>	
<i>Total Transfers Out</i>	<i>809,552.00</i>	<i>348,767.00</i>	<i>460,785.00</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,940.00</i>	<i>7,258,318.95</i>	<i>5,264,621.05</i>	
<i>Personnel</i>	<i>8,458,913.00</i>	<i>5,299,934.17</i>	<i>3,158,978.83</i>	
<i>Supplies</i>	<i>663,712.00</i>	<i>286,244.69</i>	<i>377,467.31</i>	
<i>Other Services</i>	<i>2,088,780.00</i>	<i>1,047,983.85</i>	<i>1,040,796.15</i>	
<i>Capital Outlay</i>	<i>286,446.00</i>	<i>112,416.50</i>	<i>174,029.50</i>	
<i>Debt Service</i>	<i>215,537.00</i>	<i>162,972.74</i>	<i>52,564.26</i>	
<i>Interfund Transfers for DS</i>	<i>809,552.00</i>	<i>348,767.00</i>	<i>460,785.00</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,940.00</i>	<i>7,258,318.95</i>	<i>5,264,621.05</i>	

**MAY 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of MAY 2022	Balance	66.66% % to date
002 HB1 Modernization Funds				
Revenues	645,000.00	423,043.13	221,956.87	65.5%
Expenditures	1,075,492.00	180,000.00	895,492.00	16.7%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	0.00	2,272,838.61	
Expenditures	4,545,677.23	500,658.54	4,045,018.69	11.0%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	1,200.00	1,783.43	40.2%
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	732,198.47	5,710,328.53	11.3%
Expenditures	8,496,100.68	819,979.17	7,676,121.51	9.6%
156 SE MS METRO TASK FORCE				
Revenues	0.00	0.00	0.00	
Expenditures	264,240.00	81,343.40	182,896.60	30.7%
157 US Justice Equitable Sharing				
Revenues	0.00	38,066.15	(38,066.15)	
Expenditures	41,995.93	6,019.43	35,976.50	14.3%
160 Fire Protection Fund				
Revenues	672,000.00	117,537.52	554,462.48	17.4%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	671,934.44	46,292.10	625,642.34	6.8%
Expenditures	701,934.44	59,493.03	642,441.41	8.4%
172 Library Support Fund				
Revenues	125,282.00	110,350.40	14,931.60	88.0%
Expenditures	125,282.00	110,023.04	15,258.96	87.8%
176 Shepard State Park				
Revenues	246,200.00	111,820.32	134,379.68	45.4%
Expenditures	276,511.00	104,056.00	172,455.00	37.6%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	192,159.14	96,636.86	66.5%
Expenditures	284,494.00	284,493.76	0.24	99.9%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,436.03	235.97	97.7%
Expenditures	646.00	0.00	646.00	

**MAY 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of MAY 2022	Balance	66.66% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	256,180.21	128,915.79	66.5%
Expenditures	378,707.00	378,706.25	0.75	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,574.42	207.58	98.0%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	2,500.00	55,215.44	4.3%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	363,147.43	118,422.89	75.4%
Expenditures	720,410.82	426,466.82	293,944.00	59.1%
304 Town Commons Park Project				
Revenues	2,235,860.98	3,457,455.60	(1,221,594.62)	154.6%
Expenditures	3,853,665.11	1,348,580.64	2,505,084.47	34.9%
305 S2019 MPI GO Bond Construction Fund				
Revenues	296,582.00	298,111.15	(1,529.15)	100.5%
Expenditures	363,571.38	239,591.63	123,979.75	65.8%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,532,374.70	909,100.20	623,274.50	59.3%
309 Town Center Retail Dev Complex				
Revenues	3,820,600.00	7,020,242.24	(3,199,642.24)	183.7%
Expenditures	5,821,870.40	9,023,017.60	(3,201,147.20)	154.9%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	1,162.38	11,047.34	(9,884.96)	950.4%
Expenditures	1,162.38	11,047.34	(9,884.96)	950.4%
355 Water Supply & Treatment Plant				
Revenues	29,094.61	39,391.86	(10,297.25)	135.3%
Expenditures	5,248,705.81	402,025.20	4,846,680.61	7.6%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

**MAY 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of MAY 2022	Balance	66.66% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,346,847.50	1,059,082.38	287,765.12	78.6%
Expenditures	1,446,885.25	1,247,407.45	199,477.80	86.2%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	184,665.50	2,483,599.50	6.9%
Expenditures	2,654,565.00	148,772.26	2,505,792.74	5.6%
404 Solid Waste Fund				
Revenues	1,586,340.00	1,057,176.11	529,163.89	66.6%
Expenditures	1,592,850.00	986,810.48	606,039.52	61.9%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	33.27	6.73	83.1%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	321.70	128.30	71.4%
Expenditures	827.00	0.00	827.00	

**MAY 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	MAY 2022	Balance	66.66% % to date
Utility Fund Revenues	9,095,000.00	6,043,366.45	3,051,633.55	66.4%
Administration	3,115,028.00	2,014,159.22	1,100,868.78	64.6%
Water & Sewer O & M	3,784,423.00	2,262,891.37	1,521,531.63	59.7%
Debt Service	1,065,221.00	523,343.63	541,877.37	49.1%
Transfers	1,472,000.00	858,000.00	614,000.00	58.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	9,636,672.00	5,658,394.22	3,978,277.78	58.7%
<i>Total Operating Expenditures</i>	<i>6,699,451.00</i>	<i>4,244,758.18</i>	<i>2,454,692.82</i>	
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>32,292.41</i>	<i>167,707.59</i>	
<i>Total Debt Service</i>	<i>1,065,221.00</i>	<i>523,343.63</i>	<i>541,877.37</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>858,000.00</i>	<i>614,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>5,658,394.22</i>	<i>3,978,277.78</i>	
 <i>Personnel</i>	 <i>578,939.00</i>	 <i>374,362.67</i>	 <i>204,576.33</i>	
<i>Supplies</i>	<i>296,000.00</i>	<i>123,510.48</i>	<i>172,489.52</i>	
<i>Other Services</i>	<i>5,824,512.00</i>	<i>3,746,885.03</i>	<i>2,077,626.97</i>	
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>32,292.41</i>	<i>167,707.59</i>	
<i>Debt Service</i>	<i>1,065,221.00</i>	<i>523,343.63</i>	<i>541,877.37</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>858,000.00</i>	<i>614,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>5,658,394.22</i>	<i>3,978,277.78</i>	

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

ORDER NUMBER 136-2022

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for June 2022 is hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

		City of Gautier		
		Business Registry		
		Jun-22		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
607	2023-06-0007798	Check Now #208	\$20.00	Current
1714	2023-05-0007799	Bounce It Out	\$22.00	Delinquent
1768	2023-06-0007800	KAMU Corp DBA Magnolia Inn	\$410.00	New Business
24	2023-06-0007801	Glen Mark Apartments	\$20.00	Current
324	2023-03-0007802	Faithfully Yours Learning Ctr	\$22.40	Delinquent
433	2023-04-0007805	Tucei's	\$38.85	Delinquent
1355	2023-02-0007804	Bodyquest Gym	\$22.60	Delinquent
216	2023-01-0007803	K.R. Borries Construction	\$22.80	Delinquent
1152	2023-06-0007806	R&R Lawn Care	\$20.00	Current
789	2023-06-0007807	Quality Aero, Inc	\$20.00	Current
769	2023-06-0007808	Waste Pro	\$150.00	Current
377	2023-06-0007809	HMS Incorporated	\$20.00	Current
1325	2023-06-0007810	Carecenter Pharmacy, LLC	\$370.00	Current
1269	2023-06-0007811	McCabe Orthodontics	\$30.00	Current
1769	2023-06-0007812	Albert Pro General Remodeling	\$20.00	New Business
1708	2023-04-0007813	Brock Services	\$33.30	Delinquent
1650	2023-06-0007814	Bond Trucking, LLC	\$51.00	Current
536	2023-06-0007816	Lowes #2700	\$1,840.00	Current
1770	2023-06-0007815	South End Barber Lounge	\$20.00	New Business
626	2023-06-0007817	Andersen-Wells	\$20.00	Current
1435	2023-06-0007818	New York Pizza	\$45.00	Current
623	2023-06-0007819	Jarmon & Sons	\$20.00	Current
1432	2023-05-0007820	Martin Bluff Storage & Rentals	\$22.00	Delinquent
1717	2023-06-0007822	Pugh Associates of Florida	\$20.00	Current
1561	2023-06-0007821	Cammies Home Store	\$20.00	Current
1771	2023-06-0007823	Maid 4 Cleaning Services, LLC	\$20.00	New Business
1772	2023-06-0007824	Legends	\$45.00	New Business
1773	2023-06-0007825	Sioux Bayou Landing	\$35.00	New Business
654	2023-07-0007826	Delo's Heavenly House of Coffee	\$20.00	Current
1774	2023-06-0007827	I Am Me-Hair, LLC	\$20.00	New Business
1728		Just Aqua		Closed Business
1555	2023-05-0007828	All God's Children Learning Center	\$33.00	Delinquent
1003	2023-07-0007829	AD2, Inc.	\$20.00	Current
1775	2023-06-0007830	Burds of a Feather	\$20.00	New Business
1606	2023-07-0007831	MS Coast Garment	\$20.00	Current
924	2023-07-0007832	Furlan's Marine Inc.	\$39.00	Current
634	2023-06-0007833	Robinson Realty, LLC	\$20.00	Current
1724	2023-07-0007834	Leo Rodriguez Tree Pruning	\$20.00	Current
1330	2023-07-0007835	Circle K Stores	\$95.00	Current
331	2023-07-0007836	JWK Carpet, Inc.	\$20.00	Current
649	2023-07-0007837	Batson & Brown, Inc.	\$30.00	Current
620	2023-06-0007838	Dirt Cheap, LLC	\$180.00	Current
1647	2023-05-0007839	Block Therapy Quilt Shop	\$22.00	Delinquent
1730	2023-07-0007840	Angela's Collectables	\$20.00	Current
1648	2023-06-0007841	Upright Cleaning, LLC	\$20.00	Current
1653	2023-07-0007842	Killer Crab & Seafood	\$45.00	Current
		TOTAL:		
		New Business	8	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	9	
		Current	28	

New Business June 2022	Business Address	Business Phone	Business Description
KAMU Corporation DBA Magnolia Inn	704 Hwy 90, Gautier	228-522-0288	Hotel
Albert Pro General Remodeling	2200 Chestwood Drive	267-972-2765	General remodeling
South End Barber Lounge	3204 Ladnier Suite 4	228-257-2589	Barber
Maid 4 Cleaning Services, LLC	2217 University St	228-218-0610	Commercial Cleaning Service
Legends	3208 Ladnier	228-383-7514	Restaurant & Lounge
Sioux Bayou Landing	1221 John Dailey Dr	601-618-3282	Rv Resort
I Am Me-Hair, LLC	2430 Northbrook Dr	228-249-9315	Online sale of wigs, hair replacement & products
Burds of a Feather Publishing	1501 Willowbend Dr	228-224-7713	Book Publishing

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

ORDER NUMBER 137-2022

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated July 2022 in the amount of \$2,635.20 is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

JULY 2022 #2 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
	019-45901-003		83.44	35.00			118.44	Pool Fill
	025-15301-001		264.84	35.00			299.84	Pool Fill
	025-17101-001		145.88	35.00			180.88	Spigot
	027-25301-001		16.66				16.66	Pool Fill
	027-25601-002		234.40				234.40	Pool Fill
	027-29101-002		71.22				71.22	Pool Fill
	056-08201-000		33.39				33.39	Under Sink
	083-00801-000	82.54	142.54				225.08	Line in Yard
	083-09801-005		34.32				34.32	Pool Fill
	098-13301-002		27.20				27.20	Pool Fill
	098-15801-006		49.67	35.00			84.67	Pool Fill
	102-07601-000	64.56	155.78	35.00			255.34	Busted Pipe
	103-07401-000	50.70	65.95				116.65	Busted Pipe
	113-08301-000	87.87	43.10	70.00			200.97	Theft
	113-08601-000	60.23	81.96				142.19	Line in Yard
	116-36551-002		126.07				126.07	Pool Fill
	139-12401-001		128.48				128.48	Pool Fill
	139-45051-001	113.23	226.17				339.40	Under Sink
	TOTAL	459.13	1,931.07	245.00	0.00	0.00	2,635.20	
	COMPLETED							

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

RESOLUTION NUMBER 166-2022

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING AND ACCEPTING ASSISTANCE FROM JACKSON COUNTY IN THE AMOUNT OF \$15,000.00 FOR RECREATIONAL PURPOSES

WHEREAS, the City of Gautier requests assistance from Jackson County in the amount of \$15,000 for Recreational purposes; and

WHEREAS, this would include new netting, batting cages, pitching mound, pylons, and needed sports equipment; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests and accepts assistance from the Jackson County Board of Supervisors in the amount of \$15,000 for Recreational purposes.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and City Manager to execute all documents necessary for these purposes.

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

Mayor
Casey Vaughan
Council At Large Adam Colledge
Ward 1 Cameron B. George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Charles "Rusty" Anderson
Ward 5 Dante Elbin

City of Gautier
Gautier, Mississippi
Adam D. Colledge



City Manager
Paula Yancey
City Clerk
Teresa Montgomery
3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

July 8, 2022

Jackson County
Ken Taylor, District 3 Supervisor
P.O. Box 998
Pascagoula, MS 39568-0998

Dear Supervisor,

The City of Gautier respectfully requests Board assistance in the amount of \$15,000 to be used for recreational purposes for new netting, batting cages, pitching mound, pylons, and needed sports equipment.

Thank you for your continued support and partnership. If you have any questions or need more information, please feel free to contact City Manager Paula Yancey at 228-497-8000 ext. 306. Thank you in advance for your assistance.

Sincerely,

Paula Yancey
City Manager

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

ORDER NUMBER 138-2022

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$4 million to provide funding to assist the City of Gautier, Mississippi, in paying costs associated with construction of the Mississippi Songwriters Performing Arts Center and improvements to Town Commons Park; and

WHEREAS, the memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form, and the City's W9 are all required by the Mississippi Department of Finance and Administration before the City can receive the funding; and

WHEREAS, the **City of Gautier** has now determined that there is a necessity to send the required documents, including but not limited to the attached memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form and the City's W9 so these funds can be issued and the proceeds thereof disbursed to the **City of Gautier**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GAUTIER that, pursuant **Section 25 of House Bill 1353, 2022 Regular Legislative Session,** the Department of Finance and Administration will declare the necessity for the issuance of **\$4,000,000.00** in Local Improvements Projects Fund to assist the **City of Gautier** with the Project for the purpose as stated in paragraph one; and

BE IT FURTHER RESOLVED that the **City Manager** of the **City of Gautier** is hereby authorized to represent the **City of Gautier** in all dealings with the Department of Finance and Administration to assist in the issuance of said Local Improvements Projects Fund in any manner that is required.

SO RESOLVED this the **19th** of **July**, 2022.

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

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

NAYS: **None**

City of Gautier

By: _____
 Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 07/13/2022
Subject: House Bill 1353 Required Documents for Town Commons Park and Mississippi Songwriters Performing Arts Center Funding

REQUEST:

The Grants and Projects Department requests City Council authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of the Mississippi Songwriters Performing Arts Center and improvements to Town Commons Park, including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, verification form, and contact information form.

BACKGROUND:

Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$4 million to provide funding to assist the City of Gautier in paying costs associated with construction of the Mississippi Songwriters Performing Arts Center and improvements to Town Commons Park.

DISCUSSION:

These documents are required by the Mississippi Department of Finance and Administration before the City can receive the funding. Documents include memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form, and the City's W9.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the execution of any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of the Mississippi Songwriters Performing Arts Center and improvements to Town Commons Park, including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, verification form, and contact information form.

The City Council may:

1. Approve the required documents as presented; or
2. Not approve the required documents as presented.

ATTACHMENTS:

1. Contact Form
2. Government MOU (iii)_6.15.2022
3. Verification Form
4. DFA Transfer of Funds Request Letter



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 07/19/2022

PROJECT NAME: Town Commons Park/MS Songwriters PAC

MAILING
ADDRESS: 3330 Hwy. 90

Gautier, MS 39553



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Paula Yancey, City Manager	(228) 497-8000	pyancey@gautier-ms.gov
Teresa Montgomery, City Clerk	(228) 497-8000	tmontgomery@gautier-ms.gov
April Stennett, Grants and Projects Director	(228) 219-8016	astennett@gautier-ms.gov

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Gautier for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Gautier in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(iii) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$4,000,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(iii) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Gautier to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Gautier shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Gautier to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Gautier is subject to the State’s procurement laws; and

WHEREAS, the City of Gautier agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Gautier agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gautier will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Gautier agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Gautier that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Gautier should be disbursed to the City of Gautier and that the City of Gautier shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF GAUTIER AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Gautier to pay the costs associated with the Project.

Section 2. The City of Gautier certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Gautier to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Gautier agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Gautier is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Gautier agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Gautier agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Gautier agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Gautier agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gautier will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Gautier agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Gautier
Attn: Paula Yancey, City Manager
3330 Highway 90
Gautier, Mississippi 39553
Telephone: 228-497-8000
Email: pyancey@gautier-ms.com

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF GAUTIER

By: _____
Paula Yancey, City Manager

Date: _____

EXHIBIT A

The City of Gautier shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

_____ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

_____ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

_____ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

_____ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

_____ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

_____ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.

*Mayor
Casey Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Teresa Montgomery*

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



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

July 19, 2022

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer \$4,000,000.00 of State Funds, as authorized by Section 25(iii) of House Bill 1353, 2022 Regular Legislative Session, for the City of Gautier (construction of the MS Songwriters Performing Arts Center and improvements to Town Commons Park...).

Our electronic payment information is as follows:

Bank Name: _____

Routing No.: _____

Account No.: _____

MAGIC Vendor No.: 3100016398

We appreciate your assistance.

Paula Yancey, City Manager

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

ORDER NUMBER 139-2022

WHEREAS, the Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program; and

WHEREAS, the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant (STBG) program; and

WHEREAS, Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, this is an 80/20 grant, which the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Transportation for a Transportation Alternatives Set-Aside Grant is hereby authorized.

IT IS FURTHER ORDERED that the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs. This project would construct sidewalks along Graveline Road from Dolphin Drive to Shepard State Park.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 07/13/2022
Subject: Request to submit an application to MDOT for a Transportation Alternatives Set-Aside Grant for Graveline Road Sidewalks Project

REQUEST:

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Set-Aside Grant for the Graveline Road Sidewalks Project.

BACKGROUND:

Transportation Alternatives projects are eligible for funding under the Surface Transportation Block Grant (STBG). Effective October 1, 2021, the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

DISCUSSION:

This is an 80/20 grant. The City would be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project cost. This project would construct sidewalks along Graveline Road from Dolphin Drive to Shepard State Park.

RECOMMENDATION:

Staff recommends that City Council authorize submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Set-Aside Grant.

City Council may:

1. Authorize submission of an application as described above; or
2. Authorize submission of a grant application with changes; or
3. Not approve submission of a grant application.

ATTACHMENTS:

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

ORDER NUMBER 140-2022

WHEREAS, the Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program; and

WHEREAS, the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant (STBG) program; and

WHEREAS, eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, this is an 80/20 grant, which the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs; and

WHEREAS, as part of the MDOT application process, the signed letter and a separate board order are required; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the execution of a legal and compliance certification letter in support of an MDOT Transportation Alternatives Set-Aside Grant is hereby authorized.

IT IS FURTHER ORDERED that the City will be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs. This project would construct sidewalks along Graveline Road from Dolphin Drive to Shepard State Park.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 07/13/2022
Subject: Request to Execute a Legal and Compliance Certification Letter in Support of a Transportation Alternatives Set-Aside Grant Application

REQUEST:

The Grants and Projects Department requests City Council authorization for the execution of a legal and compliance certification letter in support of an MDOT Transportation Alternatives Set-Aside grant application for the Graveline Road Sidewalks Project.

BACKGROUND:

Transportation Alternatives projects are eligible for funding under the Surface Transportation Block Grant (STBG). Effective October 1, 2021, the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

DISCUSSION:

This is an 80/20 grant. The City would be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project cost. This project would construct sidewalks along Graveline Road from Dolphin Drive to Shepard State Park. This signed letter and a separate board order is required as part of the MDOT application process.

RECOMMENDATION:

Staff recommends that City Council authorize execution of a legal and compliance certification letter in support of an MDOT Transportation Alternatives Set-Aside grant application for the Graveline Road Sidewalks Project.

City Council may:

1. Authorize execution of the letter, as described above; or
2. Not approve execution of the letter.

ATTACHMENTS:

1. Legal and Compliance Certification

*Mayor
Casey Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Teresa Montgomery*

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



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

July 19, 2022

TAP Coordinator
MDOT LPA Division
P.O. Box 1850
Jackson, MS 39215-1850

RE: 2022 Transportation Alternatives (TA) grant application
Graveline Road Sidewalk Improvements ("Project")

Legal and Compliance Certification

The City of Gautier (LPA) certifies that no known foreseeable legal impediments exist that would prohibit completion of the Project and that the Project complies with applicable codes, standards and/or regulations required for completion.

Signed,

Mayor Casey Vaughan
Name

Date

Signature

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

ORDER NUMBER 141-2022

WHEREAS, on September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund; and

WHEREAS, the GCRF is used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region; and

WHEREAS, the City of Gautier will apply for GCRF funds to construct an inclusion playground at Town Commons Park; and

WHEREAS, this is an 80/20 grant, with the total cost of the project as \$1.4 million; and

WHEREAS, the City will seek \$1 million in grant funds to construct the playground, and the local match would come from City funds and private funds; and

WHEREAS, the attached resolution is required as part of the grant application; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of a grant application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for the Inclusion Playground at Town Commons Park is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants & Projects Director
Date: July 14, 2022
Subject: Gulf Coast Restoration Fund Grant Application-Inclusion Playground at Town Commons Park

REQUEST:

The Grants & Projects Department requests City Council approval to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for the Inclusion Playground at Town Commons Park.

BACKGROUND:

On September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund. The GCRF shall be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region. Applicants eligible for assistance include, but are not limited to, local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities.

DISCUSSION:

The City of Gautier will apply for GCRF funds to construct an inclusion playground at Town Commons Park. This is an 80/20 grant. The total project cost would be \$1.4 million. The City will seek \$1 million in grant funds to construct the playground. The local match would come from City funds and private funds.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve the attached resolution to authorize the preparation and submittal of an application for the Gulf Coast Restoration Fund.

The City Council may:

1. Approve the attached resolution; or
2. Not approve the proposed resolution.

ATTACHMENT(S):

Resolution

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

ORDER NUMBER 142-2022

WHEREAS, On September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund; and

WHEREAS, the Gulf Coast Restoration Fund shall be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region; and

WHEREAS, the City of Gautier will apply for Gulf Coast Restoration Fund funding for the Inclusion Playground at Town Commons Park; and

WHEREAS, this is an 80/20 grant, with the total project cost being \$1.4 million and a local match of \$400,000 million; and

WHEREAS, the \$400,000 local match would come from City funds (\$200,000) and private funds (\$200,000); and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Development Authority for up to \$1 million in Gulf Coast Restoration Fund funding for the Inclusion Playground at Town Commons Park is hereby approved.

IT IS FURTHER ORDERED and confirmed that requisite matching funds in the amount of \$400,000 are available.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants & Projects Director
Date: July 14, 2022
Subject: Gulf Coast Restoration Fund Grant Application-Inclusion Playground at Town Commons Park-Matching Funds Resolution

REQUEST:

The Grants & Projects Department requests City Council approval to submit an application to the Mississippi Development Authority for up to \$1 million in Gulf Coast Restoration Fund funding to construct an inclusion playground at Town Commons Park and to authorize \$400,000 in matching funds.

BACKGROUND:

On September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund. The GCRF shall be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region. Applicants eligible for assistance include, but are not limited to, local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities.

DISCUSSION:

The City of Gautier will apply for GCRF funds to construct an inclusion playground at Town Commons Park. This is an 80/20 grant. The total project cost would be \$1.4 million. The City will seek \$1 million in grant funds to construct the playground. The \$400,000 local match would come from City funds (\$200,000) and private funds (\$200,000).

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve the attached resolution to authorize the local match, which will be required if awarded grant funds through the Gulf Coast Restoration Fund.

The City Council may:

1. Approve the attached resolution; or
2. Not approve the proposed resolution.

ATTACHMENT(S):

Resolution

Councilman Jackson made the motion to execute the Subdivision Settlement Participation Form (exhibit C) for the on-going Mississippi State-Local Government Opioid Litigation, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 143-2022

WHEREAS, the City of Gautier previously adopted the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding on December 21, 2021; and

WHEREAS, the State of Mississippi has successfully negotiated another settlement with Endo Health Solutions Inc. and Endo Pharmaceuticals; and

WHEREAS, Endo has agreed to make a lump-sum payment of \$9,000,000 to the State of Mississippi; and

WHEREAS, the Endo settlement requires each participation City and/or County to execute another Settlement Participation Agreement; and

WHEREAS, the settlement distributions will be based on the previously adopted MOU; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the execution of the Subdivision Settlement Participation form for the on-going Mississippi State-Local Government Opioid Litigation 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 Jackson**, seconded by **Councilman Gollott**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.

Exhibit C

Subdivision Settlement Participation Form

Governmental Entity: City of Gautier	State: Mississippi
Authorized Official: Paula Yancey	
Address 1: 3330 Highway 90	
Address 2:	
City, State, Zip: Gautier, MS 39553	
Phone: (228)497-8000	
Email: pyancey@gautier-ms.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 7, 2022 (“*Endo Settlement*”), and acting through the undersigned authorized official, hereby elects to become a Participating Subdivision under the Endo Settlement, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within 7 days of the Effective Date of Release, voluntarily dismiss with prejudice any Released Claims that it has filed against any Releasee(s), with each party to bear its own costs.
3. The Governmental Entity expressly agrees to the terms of the Endo Settlement pertaining to Subdivisions and Releasers as defined therein.
4. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement. By becoming a Participating Subdivision and expressly agreeing to the terms of the Endo Settlement and the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein for Participating Subdivisions, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees not to oppose efforts to enact a legislative Bar as defined in Section A(c)(1) of the Endo Settlement.
6. The Governmental Entity submits to the jurisdiction of the Court (as defined in the Endo Settlement) for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

7. The Governmental Entity, as a Participating Subdivision, expressly agrees that it is a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind, and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. For avoidance of doubt, the Governmental Entity provides a release to the fullest extent of its authority for any public hospital or school district within the Governmental Entity's ownership, control or jurisdiction. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
8. The Governmental Entity expressly agrees, among other things, that the Endo Settlement effects a good-faith release and covenant not to sue and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties, and that it is the intent of the Endo Settlement to release the Releasees from any liability for contribution, indemnity or any other theory of claim-over based on the Covered Conduct. The Governmental Entity further agrees, among other things, that no Releasee shall be alleged to have acted with a "specific wrongful intent" within the meaning of Miss. Code § 85-5-7(1) or "consciously [or] deliberately" in pursuit of "a common plan or design to commit a tortious act" within the meaning of Miss. Code § 85-5-7(4) in any Action maintained now or in the future by the Governmental Entity.
9. In connection with the releases provided for in the Endo Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Endo Settlement.

10. The Governmental Entity understands that, in compliance with the Common Benefit Order issued by Judge Dan Polster in MDL 2804- National Prescription Opiate Litigation in the U.S. District Court for the Northern District of Ohio, 7.5% of the settlement payment that is to be allocated to subdivisions for abatement will be held back by Endo to be deposited in to the Common Benefit Fund.
11. The Governmental Entity agrees that it will not publicly or privately encourage any other Governmental Entity to bring or maintain any Released Claim.
12. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby expressly agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Paula Yancey

Title: City Manager

Date: July 19, 2022

(the "Execution Date of this Subdivision Settlement Participation Form")

Councilman Jackson made the motion to approve the Memorandum of Agreement between the 81st Security Squadron and the City of Gautier Police Department, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 144-2022

WHEREAS, the City of Gautier has previously entered an MOA with the 81st Security Squadron (KAFB), and must be renewed; and

WHEREAS, this agreement establishes that on request of the Gautier Police Department by the 81st Security Forces Squadron or any person requiring emergency assistance at Sandhill military housing area in Gautier, Mississippi; crime prevention services or law enforcement response from the City of Gautier Police Department will occur in any point within the crime prevention or law enforcement response in the jurisdiction of Sandhill military family housing area; and

WHEREAS, each party is responsible for all cost of its personnel, including pay and benefits, support, and travel; and

WHEREAS, each party is responsible for supervision and management of its personnel; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Agreement (MOA) is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into the attached Memorandum of Agreement is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 19, 2022.



**MEMORANDUM OF AGREEMENT
BETWEEN
THE 81ST SECURITY FORCES SQUADRON (SFS)
AND
THE GAUTIER POLICE DEPARTMENT (GPD)
FOR
CRIME PREVENTION AND INCIDENT RESPONSE**

AGREEMENT NUMBER- FB3010-21XXX-000

This is a memorandum of agreement (MOA) between the 81st Security Forces Squadron and Gautier Police Department. When referred to collectively, the SFS and the GPD are referred to as the "Parties."

1. **BACKGROUND:** This agreement establishes that on the request of the Gautier Police Department by 81st Security Forces Squadron or a request from any person requiring emergency assistance at Sandhill military housing area, located in Gautier, Mississippi; crime prevention services or law enforcement response of the Gautier Police Department will occur in any point within the crime prevention or law enforcement response in the jurisdiction of Sandhill military family housing area.
2. **AUTHORITIES:** This agreement is entered into pursuant to the following directives insofar as they are applicable. None of the terms or provisions of this agreement are intended to conflict with or supersede directives or instructions from higher headquarters.
 - 2.1. DoDI 4000.19, *Support Agreements*
 - 2.2. AFD 25-2, *Intra-Service Support Agreements*
 - 2.3. AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*
 - 2.4. AFI 65-601, Volume 1, *Budget Guidance and Procedures*
 - 2.5. DoD 7000.14R, *DoD Financial Management Regulation, Vol. 11A, Chapter 1, General Reimbursement Procedures and Supporting Documentation*
 - 2.6. Economy Act, 31 U.S.C. 1535
3. **PURPOSE AND SCOPE:** The purpose of this MOA, is for the protection of life and property from crime in the jurisdiction of Sandhill military family housing area.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The 81st Security Forces Squadron will—

4.1.1. Notify GPD of any incidents in the Sandhill military family housing area and will give GPD all information they have received regarding the incident.

4.1.2. Advise the GPD of the specific incident requiring their assistance.

4.2. The Gautier Police Department will—

4.2.1. Respond to 81 SFS request and respond to the Sandhill family housing area when possible.

4.2.2. Respond to any person residing in the Sandhill family housing area request and will assist them when possible.

4.2.3. Inform Base Defense Operations Control the status of the incident upon arrival and resolving of the incident.

5. **PERSONNEL:** Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACTs (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the 81st Security Forces Squadron—

6.1.1.1. NCOIC, Installation Security, 228-376-5618

6.1.1.2. OIC, Operations, 228-376-5677

6.1.2. For the Gautier Police Department—

6.1.2.1. Dispatch, Non-Emergency, (228) 497-2486

6.1.2.2. Captain Johnathan Allmand, Patrol Division, (228) 497-2486 and
jallmand@gautier-ms.gov:

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the 81 SFS, to—

6.2.1. 405 Larcher Blvd, Bldg 3501, Keesler Air Force Base, MS 39534
and, if to the GPD, to—

6.2.2. 3329 Highway 90, Gautier, MS 39553

6.3. REVIEW OF AGREEMENT. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 45 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOA expires on 9 years after the last Party signs.

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the any other agreement.

6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

AGREED:

For the 81st Security Forces Squadron

For the Gautier Police Department

Signature

Signature

Commander,
81st Security Forces Squadron

David Bever, Chief of Police,
Gautier Police Department

(Date)

(Date)

Signature

Commander,
81st Training Wing

(Date)

Signature

Casey Vaughn, Mayor,
City of Gautier, MS

(Date)

Councilman Colledge made the motion to adjourn until August 2, 2022 at 6:30pm.
Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Receive June 2022 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive June 2022 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for June 2022 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 2, 2022.

JUN 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,130,425.76
HB1 Modernization Act Funds	Depository Account	002-000-001	\$661,034.79
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,682,077.73
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$400,513.95
U S Justice Equitable Sharing	Depository Account	157-000-001	\$80,762.65
Fire Protection Fund	Depository Account	160-000-001	\$214,872.03
Tidelands Grant	Depository Account	171-000-001	\$21,952.33
Library Support Fund	Depository Account	172-000-001	\$3,758.27
Shepard State Park Fund	Depository Account	176-000-001	\$77,345.12
USDA NRCS EWP Program	Depository Account	300-000-001	(\$91,418.95)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$196,852.11
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$1,333.11)
Solid Waste Fund	Depository Account	404-000-001	\$50,765.06
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,429,391.17
General Depository Reconciled Cash Balance			\$9,429,391.17

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$270,251.12)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,213,656.12
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,990,967.52
Enterprise Reconciled Cash Balance			\$2,985,643.73

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,862,913.89
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$212,884.41
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,438.33
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,502.75
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,502.75
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,001,109.31
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,001,975.20
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,500,332.32
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$107,706.23
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$0.80
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,844,220.83
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,189.23
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,536.20
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$898,197.06
Total Bond & Restricted Reconciled Cash Balances			\$13,654,509.31

JUN 2022
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2022	JUN 2022	Balance	75.00% % to date
General Fund Revenues	11,270,179.00	9,113,180.05	2,156,998.95	80.8%
Expenditures:				
001 Legislative	273,705.00	180,914.25	92,790.75	66.0%
010 City Court	348,579.00	233,465.45	115,113.55	66.9%
021 City Manager	328,300.00	165,197.35	163,102.65	50.3%
022 Human Resources	79,170.00	55,814.44	23,355.56	70.4%
040 City Clerk	548,011.00	383,383.87	164,627.13	69.9%
060 City Attorney	180,000.00	113,703.06	66,296.94	63.1%
090 Economic Dev - Planning	516,191.00	356,031.13	160,159.87	68.9%
092 Building & General Expenses	672,200.00	482,843.84	189,356.16	71.8%
094 Grants & Project Admin	232,305.00	141,199.67	91,105.33	60.7%
100 Police	4,041,218.00	2,597,599.98	1,443,618.02	64.2%
161 Fire	2,758,895.00	1,962,870.58	796,024.42	71.1%
170 Recreation	868,286.00	535,845.68	332,440.32	61.7%
201 PW: Streets	445,000.00	174,634.01	270,365.99	39.2%
205 PW: Maintenance	334,074.00	183,968.18	150,105.82	55.0%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	809,552.00	348,767.00	460,785.00	43.0%
General Fund Expenditures	12,522,940.00	8,003,692.04	4,519,247.96	63.9%
<i>Total Operating Expenditures</i>	11,211,405.00	7,354,336.11	3,857,068.89	
<i>Total Capital Outlay Expenditures</i>	286,446.00	112,416.50	174,029.50	
<i>Total Debt Service</i>	215,537.00	188,172.43	27,364.57	
<i>Total Transfers Out</i>	809,552.00	348,767.00	460,785.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	8,003,692.04	4,519,247.96	
<i>Personnel</i>	8,458,913.00	5,870,839.51	2,588,073.49	
<i>Supplies</i>	663,712.00	337,529.57	326,182.43	
<i>Other Services</i>	2,088,780.00	1,145,967.03	942,812.97	
<i>Capital Outlay</i>	286,446.00	112,416.50	174,029.50	
<i>Debt Service</i>	215,537.00	188,172.43	27,364.57	
<i>Interfund Transfers for DS</i>	809,552.00	348,767.00	460,785.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	8,003,692.04	4,519,247.96	

**JUN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JUN 2022	Balance	75.00% % to date
002 HB1 Modernization Funds				
Revenues	645,000.00	423,043.13	221,956.87	65.5%
Expenditures	1,075,492.00	192,500.00	882,992.00	17.8%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	0.00	2,272,838.61	
Expenditures	4,545,677.23	590,760.89	3,954,916.34	12.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	1,200.00	1,783.43	40.2%
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	732,500.50	5,710,026.50	11.3%
Expenditures	8,496,100.68	920,921.10	7,575,179.58	10.8%
156 SE MS METRO TASK FORCE				
Revenues	0.00	30,000.00	(30,000.00)	
Expenditures	264,240.00	86,740.41	177,499.59	32.8%
157 US Justice Equitable Sharing				
Revenues	0.00	44,786.15	(44,786.15)	
Expenditures	41,995.93	6,019.43	35,976.50	14.3%
160 Fire Protection Fund				
Revenues	672,000.00	117,537.52	554,462.48	17.4%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	671,934.44	59,618.03	612,316.41	8.8%
Expenditures	701,934.44	67,665.70	634,268.74	9.6%
172 Library Support Fund				
Revenues	125,282.00	114,108.67	11,173.33	91.0%
Expenditures	125,282.00	113,467.87	11,814.13	90.5%
176 Shepard State Park				
Revenues	246,200.00	121,717.13	124,482.87	49.4%
Expenditures	276,511.00	124,455.71	152,055.29	45.0%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	216,168.07	72,627.93	74.8%
Expenditures	284,494.00	284,493.76	0.24	99.9%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,490.32	181.68	98.2%
Expenditures	646.00	0.00	646.00	

JUN 2022
YEAR TO DATE TOTALS

Special Funds

	BUDGET FY 2022	As of JUN 2022	Balance	75.00% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	288,202.19	96,893.81	74.8%
Expenditures	378,707.00	378,706.25	0.75	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,645.72	136.28	98.7%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	2,500.00	55,215.44	4.3%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	363,147.43	118,422.89	75.4%
Expenditures	720,410.82	426,466.82	293,944.00	59.1%
304 Town Commons Park Project				
Revenues	2,235,860.98	4,228,806.41	(1,992,945.43)	189.1%
Expenditures	3,853,665.11	1,451,796.76	2,401,868.35	37.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	296,582.00	298,333.59	(1,751.59)	100.5%
Expenditures	363,571.38	239,591.63	123,979.75	65.8%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,532,374.70	909,100.20	623,274.50	59.3%
309 Town Center Retail Dev Complex				
Revenues	3,820,600.00	7,020,242.24	(3,199,642.24)	183.7%
Expenditures	5,821,870.40	9,023,017.60	(3,201,147.20)	154.9%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	1,162.38	11,047.34	(9,884.96)	950.4%
Expenditures	1,162.38	11,047.34	(9,884.96)	950.4%
355 Water Supply & Treatment Plant				
Revenues	29,094.61	40,148.63	(11,054.02)	137.9%
Expenditures	5,248,705.81	407,895.20	4,840,810.61	7.7%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

**JUN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JUN 2022	Balance	75.00% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,346,847.50	1,059,082.38	287,765.12	78.6%
Expenditures	1,446,885.25	1,258,688.95	188,196.30	86.9%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	207,132.00	2,461,133.00	7.7%
Expenditures	2,654,565.00	148,772.26	2,505,792.74	5.6%
404 Solid Waste Fund				
Revenues	1,586,340.00	1,057,176.11	529,163.89	66.6%
Expenditures	1,592,850.00	1,094,488.82	498,361.18	68.7%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	89.76	(49.76)	224.4%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	361.44	88.56	80.3%
Expenditures	827.00	0.00	827.00	

**JUN 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	JUN 2022	Balance	75.00% % to date
Utility Fund Revenues	9,095,000.00	6,766,904.48	2,328,095.52	74.4%
Administration	3,115,028.00	2,300,196.77	814,831.23	73.8%
Water & Sewer O & M	3,784,423.00	2,574,644.90	1,209,778.10	68.0%
Debt Service	1,065,221.00	791,842.62	273,378.38	74.3%
Transfers	1,472,000.00	914,000.00	558,000.00	62.0%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	9,636,672.00	6,580,684.29	3,055,987.71	68.2%
<i>Total Operating Expenditures</i>	<i>6,699,451.00</i>	<i>4,838,735.00</i>	<i>1,860,716.00</i>	
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>36,106.67</i>	<i>163,893.33</i>	
<i>Total Debt Service</i>	<i>1,065,221.00</i>	<i>791,842.62</i>	<i>273,378.38</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>914,000.00</i>	<i>558,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>6,580,684.29</i>	<i>3,055,987.71</i>	
<i>Personnel</i>	<i>578,939.00</i>	<i>417,670.44</i>	<i>161,268.56</i>	
<i>Supplies</i>	<i>296,000.00</i>	<i>157,828.91</i>	<i>138,171.09</i>	
<i>Other Services</i>	<i>5,824,512.00</i>	<i>4,263,235.65</i>	<i>1,561,276.35</i>	
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>36,106.67</i>	<i>163,893.33</i>	
<i>Debt Service</i>	<i>1,065,221.00</i>	<i>791,842.62</i>	<i>273,378.38</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>914,000.00</i>	<i>558,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>6,580,684.29</i>	<i>3,055,987.71</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the Gautier Police Department

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at the Gautier Police Department.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Sparklight currently provides internet service for the Police Department under a “legacy circuit” with no contract; and

WHEREAS, the current circuit speed is not sufficient to handle the functions required for daily operations; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and equipment fees total \$127.18 per month for three (3) years, which will be a decrease of approximately \$80.08 per month; and

WHEREAS, this service would include business internet 150 and business Wi-Fi for a term of 36 months and a modem lease of \$10.99 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel’s review and/or revisions relating to legal requirements.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Queita Reddix, Purchasing Agent
Date: 7/21/2022
Subject: Approval of Sparklight Business Service Agreement Internet Upgrade for Police Department.

REQUEST:

City Council approval is requested for a business service agreement with Sparklight Business for high speed internet service at the Police Department. The service charge and equipment fees will cost \$127.18 per month for three (3) years. This will be a decrease of approximately \$80.08 per month.

BACKGROUND:

The Police Department utilizes the internet for daily work routines and procedures. Sparklight currently provides internet service for the Police Department under a "legacy circuit" with no contract

DISCUSSION:

The current circuit speed is not sufficient to handle the functions required for daily operations. The upgrade in speed will also facilitate the monitoring of security cameras at all parks.

RECOMMENDATION:

The Police Department staff recommends the City Council approve the business service agreement for high speed internet with Sparklight Business at \$127.18 per month.

ATTACHMENTS:

1. Sparklight Business Service Agreement Police Department 2022.

		Business Service Agreement	
		Date: 7/29/2022 10:36 AM	
Sparklight Business Account Rep:		Jeffery Marion	Sparklight System Address:
Phone Number:		(228)323-1060	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	Gautier Police Dept	Full Name:	City Of Gautier MS
Street Address:	3329 Highway 90	Billing Telephone:	(228) 497-8000
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	3330 Highway 90	Contact Number:	2284978000
City/State/Zip:	Gautier, MS 39553	Email:	lreddix@gautier-ms.gov
Sparklight Account#	107718371		

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 300	1
1 Static IP	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$231.43

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$231.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). {Revised according to agreed changes 07/29/22}. Sparklight may accept this Business Services

Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One dba Sparklight Business ("Sparklight") and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Sparklight's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Sparklight determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Sparklight's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Sparklight.

In addition to the general requirement that use of the Internet service be in compliance with law and Sparklight's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited. Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Sparklight within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Sparklight.

Installation and Maintenance of Equipment. Customer, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Sparklight to install, deliver, operate and maintain the Sparklight-owned equipment and Service(s). Sparklight-owned

equipment provided to Customer hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Customer notifying Sparklight, **in a timely manner**, when repair or maintenance is necessary. Sparklight will have no obligation to install, support, maintain, repair or replace any equipment that is not Sparklight Equipment. Sparklight shall retain ownership of all Sparklight equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. **Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Internet Service. Sparklight bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Sparklight customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Sparklight video services are not included in our term length discounts. As market conditions change, Sparklight reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Sparklight is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. *“To the extent permissible under Mississippi law”* SPARKLIGHT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO SPARKLIGHT'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Sparklight may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Sparklight's website at <https://business.sparklight.com>. Based on its provision of Phone services, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

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SPARKLIGHT BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

Section 1: DATA SERVICES

During the term of this Agreement, Cable One d/b/a Sparklight Business ("Sparklight") shall provide the high speed Internet service ("Data Service") indicated by Subscriber and to locations on the Business Service Agreement.

Section 2: ENGINEERING REVIEW

Activation of Data Service is subject to Sparklight's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies.

Section 3: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. {Revised according to agreed changes as of 07/29/22}. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

Section 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening,

- abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Sparklight will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Sparklight cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

Section 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights.

Section 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Sparklight harmless from any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Sparklight has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight, (b) protect and defend the rights or property of Sparklight, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight about: (a) any loss or theft of Subscriber's password, or (b) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any

act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Sparklight is committed to protecting the privacy of Subscriber's personal information. Sparklight's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight's written consent shall be void and shall, at the Sparklight's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to cease providing services to Subscriber, and (b) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. {Revised according to agreed changes as of 07/29/22}.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber. {Revised according to agreed changes as of 07/29/22}.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) *{“To the extent permissible under Mississippi Law”}* SPARKLIGHT'S DATA SERVICE AND EQUIPMENT ARE PROVIDED “AS IS”, “AS AVAILABLE” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SPARKLIGHT DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO

OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) *{“To the extent permissible under Mississippi Law”}* Sparklight’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively), excluding any Instance caused by force majeure events or Subscriber actions, omission or equipment, shall be limited solely to a credit of 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more instances of at least four (4) hours in duration in any 24-hour period that is not coincident with any other instance, provided that the Instance is reported by Subscriber within 24 hours.

SECTION 17: LIMITATION OF LIABILITY

{“To the extent permissible under Mississippi law”} UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER’S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO SPARKLIGHT’S DATA SERVICE OR EQUIPMENT. This Section shall survive any termination of this Agreement.

SECTION 18: INDEMNIFICATION

{Revised and removed according to agreed changes as of 07/29/22}.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.

- (c) Each Party agrees that violation of this section 19 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 20: MISCELLANEOUS:

This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS {Revised location according to agreed changes as of 07/29/22}.

- (a) in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.
- (b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- (c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- (d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

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Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.

(c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.**

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

(a) Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection

fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. Termination.

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Customer, and (ii) immediately to enter the Premises and take possession of all Sparklight-owned equipment {Revised according to agreed changes as of 07/29/22}.

(b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

(c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.

(d) {Revised and removed according to agreed changes as of 07/29/22}.

7. Installation, Equipment and Cabling.

(a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non-standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self-installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. {Revised according to agreed changes as of 07/29/22}.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

(c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.

(d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at Customer Owned Phone List. Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

(e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.

(f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.

(g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. {Revised according to agreed changes as of 07/29/22}

(h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.

(i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.

(j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.

(k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

(a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.

(b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and

services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) ~~{“To the extent permissible under Mississippi Law”}~~ CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMERS SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMERS COMMUNICATIONS VIA SPARKLIGHTS FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMERS COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) ~~{To the extent permissible under Mississippi Law}~~ CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) ~~{To the extent permissible under Mississippi Law}~~ EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. **Indemnification.** {Revised and removed according to agreed changes as of 07/29/22}.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. {Revised according to agreed changes as of 07/29/22}.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein,

and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Mississippi {Revised according to agreed changes as of 07/29/22}.
but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

13513447_v2

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park, including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, verification form, and contact information form.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park; and

WHEREAS, the memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form, and the City's W9 are all required by the Mississippi Department of Finance and Administration before the City can receive the funding; and

WHEREAS, the **City of Gautier** has now determined that there is a necessity to send the required documents, including but not limited to the attached memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form and the City's W9 so these funds can be issued and the proceeds thereof disbursed to the **City of Gautier**.

IT IS THEREFORE ORDERED BY THE CITY OF GAUTIER that, pursuant **Section 25 of House Bill 1353, 2022 Regular Legislative Session,** the Department of Finance and Administration will declare the necessity for the issuance of **\$1,500,000.00** in Local Improvements Projects Fund to assist the **City of Gautier** with the Project for the purpose as stated in paragraph one; and

BE IT FURTHER ORDERED that the **City Manager** of the **City of Gautier** is hereby authorized to represent the **City of Gautier** in all dealings with the Department of Finance and Administration to assist in the issuance of said Local Improvements Projects Fund in any manner that is required.

SO ORDERED this the ____ of ____, 2022.

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

AYES:

NAYS:

City of Gautier

By: _____
Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 07/25/2022
Subject: House Bill 1353 Required Documents for Shepard State Park Funding

REQUEST:

The Grants and Projects Department requests City Council authorization to execute any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park, including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, verification form, and contact information form.

BACKGROUND:

Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park.

DISCUSSION:

These documents are required by the Mississippi Department of Finance and Administration before the City can receive the funding. Documents include memorandum of understanding, letter to DFA requesting transfer of funds, verification form, contact form, and the City's W9.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the execution of any and all documents necessary to obtain House Bill 1353, 2022 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park, including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, verification form, and contact information form.

The City Council may:

1. Approve the required documents as presented; or
2. Not approve the required documents as presented.

ATTACHMENTS:

1. Contact Form
2. DFA Transfer of Funds Request Letter
3. Government MOU (kkk)_6.15.2022
4. Verification Form



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 08/02/2022

PROJECT NAME: Shepard State Park

MAILING
ADDRESS: 3330 Hwy. 90

Gautier, MS 39553



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Paula Yancey, City Manager	(228) 497-8000	pyancey@gautier-ms.gov
Teresa Montgomery, City Clerk	(228) 497-8000	tmontgomery@gautier-ms.gov
April Stennett, Grants and Projects Director	(228) 219-8016	astennett@gautier-ms.gov

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____

*Mayor
Casey Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Teresa Montgomery*

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



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

August 2, 2022

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

We are requesting that the Department of Finance and Administration (DFA) transfer \$1,500,000.00 of State Funds, as authorized by Section 25(kkk) of House Bill 1353, 2022 Regular Legislative Session, for the City of Gautier (expansion of RV sites and paving at Shepard State Park).

Our electronic payment information is as follows:

Bank Name: _____

Routing No.: _____

Account No.: _____

MAGIC Vendor No.: 3100016398

We appreciate your assistance.

Paula Yancey, City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Gautier for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Gautier in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(kkk) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$1,500,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(kkk) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Gautier to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Gautier shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Gautier to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Gautier is subject to the State’s procurement laws; and

WHEREAS, the City of Gautier agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Gautier agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gautier will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Gautier agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Gautier that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Gautier should be disbursed to the City of Gautier and that the City of Gautier shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF GAUTIER AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Gautier to pay the costs associated with the Project.

Section 2. The City of Gautier certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Gautier to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Gautier agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Gautier is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Gautier agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Gautier agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Gautier agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Gautier agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Gautier will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Gautier agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Gautier
Attn: Paula Yancey, City Manager
3330 Highway 90
Gautier, Mississippi 39553
Telephone: 228-497-8000
Email: pyancey@gautier-ms.gov

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF GAUTIER

By: _____
Paula Yancey, City Manager

Date: _____

EXHIBIT A

The City of Gautier shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

_____ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

_____ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

_____ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

_____ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

_____ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

_____ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Authorization to advertise for bid for the Water Quality and Infrastructure Sewer Project – Gautier Vancleave Road (GOMESA)

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Authorization to advertise for bid for the Water Quality and Infrastructure Sewer Project – Gautier Vancleave Road (GOMESA)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Grants and Projects Department is requesting the authorization to re-advertise for bid for the Water Quality and Infrastructure Sewer Project – Gautier Vancleave Road (GOMESA); and

WHEREAS, the City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems; and

WHEREAS, the project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the new pump station located near Robertsedale Road. Additionally, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90; and

WHEREAS, the advertisement will run in the Sun Herald on August 5th and August 12th with the bid opening on August 30th at 11am; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Water Quality and Infrastructure Sewer Project – Gautier Vancleave Road (GOMESA) .

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 07/25/2022
Subject: Authorization to Advertise for bid for Water Quality and Infrastructure Sewer Project-Gautier Vancleave Road (GOMESA)

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Water Quality and Infrastructure Sewer Project-Gautier Vancleave Road (GOMESA).

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsedale Road. Additionally, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards, and the road. The new sewer lines will also have the capacity for future development in the city.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on August 5 and August 12, 2022. A pre-bid meeting will be held August 16, 2022, at the office of Seymour Engineering for all prospective bidders. Bids will be opened at 11 a.m. on August 30, 2022.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the Water Quality and Infrastructure Sewer Project-Gautier Vancleave Road (GOMESA).

The City Council may:

1. Approve the advertisement as presented; or
2. Not approve the advertisement as presented.

ATTACHMENTS:

1. Request to Advertise - Gautier Vancleave Wastewater



July 25, 2022

Mrs. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39533

**Re: Request for Authorization to Advertise to Receive Bids
City of Gautier, Gautier-Vancleave Road Wastewater System Upgrades**

Dear Mrs. Yancey,

I am requesting authorization to receive bids for the Gautier-Vancleave Road Wastewater System Upgrades project. Attached please find the Advertisement to Receive Bids. Also, should you have any questions or need additional information, please let me know.

Respectfully submitted,

SEYMOUR ENGINEERING

Amelia Dye, P.E., PMP
228-385-2350 ext. 118
adye@seymoureng.com

ADVERTISEMENT FOR BIDS

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 a.m. (CDT) on September 7, 2022, and then said bids will be publicly opened and read aloud at 11:00 a.m. for the following:

GAUTIER VANCLEAVE ROAD WASTEWATER SYSTEM UPGRADES CITY OF GAUTIER

These bids are invited to provide all labor, design, material, tools, equipment, and layout in performing all operations necessary in the improvement to the sanitary sewer system and construction of a new force main in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. (CDT) on August 16, 2022 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi or through conference call. The conference call dial-in is 1-601-909-9135 and the conference code is 740551. It is strongly suggested that all prospective Bidders participate in this meeting.

All bids must be accompanied by cash, certified check of the bidder payable to the order of The City of Gautier, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety hereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to one of the following: Heavy Construction or Municipal and Public Works.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Amelia Dye, P.E., PMP and can be contacted at the listed address or at adye@seymouren.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

GAUTIER VANCLEAVE ROAD WASTEWATER SYSTEM UPGRADES CITY OF GAUTIER

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior

of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The BID SCHEDULE may be examined at the following locations:

A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201

B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Mississippi Department of Environmental Quality ("MDEQ") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither MDEQ nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of MDEQ or Treasury.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

PAULA YANCY, CITY MANAGER
CITY OF GAUTIER

3330 US-90
GAUTIER, MS 39553

Run 2 times
8-5-22
8-12-22

Open 9-7-22

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Authorization to accept monetary donations for the City of Gautier's Cruisin' through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

**Summary Explanation: Authorization to accept the following monetary donation for the City of Gautier's Cruisin' through the Decades Event to be held October 2, 2022 starting at 4:00 P.M.:
Waste Pro - \$5,000, Platinum Sponsor**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the 26rd Annual Cruisin' the Coast will be held October 2, 2022 through October 9, 2022 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Waste Pro (\$5,000) for the City of Gautier's Cruisin' through the Decades Event to be held October 2, 2022 starting at 4:00 P.M. is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/26/2022
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on October 2, 2022.

BACKGROUND:

The 26th Annual Cruisin' the Coast will be held Oct. 2 – 9, 2022 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 2, 2022 starting at 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsor:

1. Platinum Sponsor-\$5,000- Waste Pro

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Waste Pro Check 22

WASTE PRO

Caring For Our Communities

2101 W. State Road 434 Suite 315
Longwood, FL 32779Wells Fargo Bank
11-24/1210

CHECK # 53339606

DATE 7/20/2022

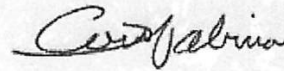
Check Amount

*****5,000.00

PAY Five Thousand and 00/100----- US Dollars

TO THE
ORDER OFCITY OF GAUTIER
PO BOX 670
GUTIER, MS 39553

VOID AFTER 90 DAYS



Authorized Signature

CIT0152	CITY OF GAUTIER			WASTE PRO USA	7/20/2022	53339606
Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
02287448	07072022	07/07/22	5,000.00	5,000.00	0.00	5,000.00

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Approval of the Wire Transfer Agreement between
the City of Gautier and Community Bank of
Mississippi

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Wire Transfer Agreement between the City of Gautier and Community Bank of Mississippi

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Community Bank requires a Wire Transfer Agreement; and

WHEREAS, the following personnel are designated and authorized on behalf of the City of Gautier to execute and deliver the agreement to the bank, initiate wire transfers, verify any wire transfer requests, and to execute and deliver to the bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the agreement: Scott Ankerson, Planning Director; April Stennett, Grants and Projects Director and Emily Dickerson, Deputy City Clerk; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the wire transfer agreement between Community Bank of Mississippi and the City of Gautier is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2022.

CERTIFICATE OF RESOLUTION

CLIENT AUTHORIZATION TO REQUEST AND VERIFY WIRE TRANSFERS

I, Emily Mary Cumbest (Authorization Signer's name), certify that: I am a/the Dep City Clerk (Authorization Signer's title) designated to act on behalf of City of Gautier Mississippi (Authorizing Entity). I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of Mississippi (State) and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes. Authorizing Entity is a LLC (type of entity, like a "Corporation, LLC, etc), and its Taxpayer Identification Number 64-0732369.

☐ Fictitious Trade name: Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of _____ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name.

Resolved that in consideration of Community Bank of Mississippi ("Bank") and Customer entering into the Wire Transfer Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Authorizing Entity (the "Agreement"):

(1) The following officer(s) of Customer:

(1) _____
(signature)
Typed or Printed
Name: Emily Mary Cumbest
Title: Dep City Clerk
Phone Number: 228-497-8000 x 306

(2) _____
(signature)
Typed or Printed
Name: April Marie Havens Stennett
Title: Grants Project Director
Phone Number: 228-497-8000

(3) _____
(signature)
Typed or Printed
Name: Scott Wayne Ankerson
Title: Planning Director
Phone Number: 228-497-8000

(4) _____
(signature)
Typed or Printed
Name: _____
Title: _____
Phone Number: _____

is/are hereby designated as "Authorized Representative(s)" and authorized, for and on behalf of Customer: (i) to execute and deliver to the Bank the Agreement; (ii) to initiate wire transfers; (iii) to verify any wire transfer request; and (iii) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Agreement, and;

(1.a) The following designated personnel of Customer is/are hereby designated and authorized, for and on behalf of Customer with respect to the rights and obligations of the parties to the Agreement:

☒ (i) to initiate wire transfers
☒ (ii) to verify any wire transfer request

☒ (i) to initiate wire transfers
☒ (ii) to verify any wire transfer request

(1) _____
(signature)
Typed or Printed
Name: Emily Mary Cumbest
Title: Dep City Clerk
Phone Number: 228-497-8000 x306

(2) _____
(signature)
Typed or Printed
Name: April Marie Havens Stennett
Title: Grants Project Director
Phone Number: 228-497-8000

☒ (i) to initiate wire transfers
☒ (ii) to verify any wire transfer request

☐ (i) to initiate wire transfers
☐ (ii) to verify any wire transfer request

(3) _____
(signature)
Typed or Printed
Name: Scott Wayne Ankerson
Title: Planning Director
Phone Number: 228-497-8000

(4) _____
(signature)
Typed or Printed
Name: _____
Title: _____
Phone Number: _____

(2) The Bank shall be entitled to rely on this Certificate of Resolution for the identification of the names and signatures of the persons holding the aforementioned offices or as designated personnel of Customer until such certificate or certificates are superseded by a later certificate.

(3) This resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Certificate of Resolution which shall have the effect of canceling the previous certificate; or (ii) notice in writing from the Secretary or any Assistant Secretary of Customer of the revocation thereof by a resolution duly adopted by the Board.

(4) This Certificate of Resolution shall, when delivered to the Bank, constitute a part of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Signed and delivered to the Bank, this 22 day of July, 20 20

CUSTOMER:

Authorized Signature & Title

Attest by one other officer & Title

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

August 2, 2022
Authorization to approve and execute the
Certificate of Substantial Completion for the Old
Spanish Trail/Gautier Vancleave Road Sewer
Improvements Project. (RESTORE)

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Authorization to approve and execute the Certificate of Substantial Completion for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project. (RESTORE)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier was awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

WHEREAS, the City installed new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant, with the new lines installed along Old Spanish Trail and Gautier Vancleave Road; and

WHEREAS, a final walk-through was held July 29, 2022, with several project deficiencies, as provided in attachment; and

WHEREAS, due to the imminent deadline for the federal grant close-out package, this document must be approved and accepted by the City; and

WHEREAS, all punch-list items must be completed by August 15, 2022, or the Certificate of Substantial Completion will be terminated, and contract time will resume; and

WHEREAS, Seymour Engineering has reviewed the Certificate of Substantial Completion and recommends approval.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Substantial Completion for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of August 2, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants & Projects Director
Date: August 2, 2022
Subject: Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) — Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council authorization to approve and execute the Certificate of Substantial Completion for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE).

BACKGROUND:

The City of Gautier was awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city installed a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines were installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

A final walk-through was held July 29, 2022, with several project deficiencies noted (see attachment). Due to the imminent deadline for the federal grant close-out package, this document must be approved and accepted by the City. All punchlist items must be completed by the contractor by August 15, 2022, or the Certificate of Substantial Completion will be terminated, and contract time will resume.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize approval and execution of the Certificate of Substantial Completion for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE).

The City Council may:

1. Authorize the Certificate of Substantial Completion, as presented; or
2. Not authorize the Certificate of Substantial Completion, as presented.

ATTACHMENT(S):

1. Certificate of Substantial Completion
2. Project Punchlist

Certificate of Substantial Completion

Project: Old Spanish Trail Wastewater System Upgrades	Owner: City of Gauller	Owner's Contract No.:
Contract: Old Spanish Trail Water Improvements Project		Date of Contract: 12-15-2020
Contractor: DNA Underground, LLC		Engineer's Project No.: 18-066.10

This tentative [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents:
 ☒ The following specified portions:
July 3, 2022

Date of Substantial Completion

The Work (Primary Objectives Phase) to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A tentative [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☒ Amended Responsibilities
 ☐ Not Amended

Owner's Amended Responsibilities: Engineer and City Representatives performed a final inspection of the Primary Objective

Phase, to determine if Contractor has satisfactorily completed the required work as stipulated within the plans, specification and

approved Change Orders No.1 and No. 2. Engineer provided Contractor with a Final Inspection Punch List and stipulated a forty-five

(45) calendar day period beginning July 3, 2022 to complete remaining work. Failure of Contractor to complete this remaining will result in resumption of Contract Time.

Contractor's Amended Responsibilities: The attached Final Inspection Primary Objective Punch List identifies necessary work

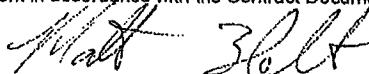
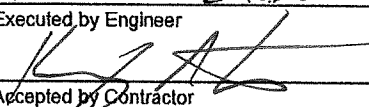
and Contractor will be granted forty-five (45) calendar days to complete said work. It is expected should the project site receive poor

weather, acceptable site grading may not be achieved and additional time may be necessary to complete this item. Failure to

Complete this work will result in resumption of Contract Time until work is satisfactorily completed.

The following documents are attached to and made part of this Certificate: Final Inspection Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	August 1, 2022 Date
 Accepted by Contractor	8/1/2022 Date
Accepted by Owner	Date



August 1, 2022

Mr. Tom Rice
DNA Underground

RE: Final Inspection Punchlist
Old Spanish Trail Sewer Improvements

Tom,

On July 29, 2022 a Final Walk-through was held with the following in attendance: Paula Yancey, April Stennett, Brenda Greco, Ramona Morgan, City of Gautier, Russell Davis, CWS, Tom Rice, DNA Underground, Mark Seymour Jr., David Rivers, Matthew Holt, Seymour Engineering.

The following items are noted for inclusion of the Final Pay Application, Summary Change Order, and Project Closeout Documents:

1. NW quadrant of Gautier-Vancleave & OST– re-dig ditch (silt) and erosion mat, seed.
2. NE quadrant of Gautier-Vancleave & OST – clean pipe out (silt), put more gravel (erosion) and seed.
3. Bury Mallette Brothers water
4. Remove green fence post at SE corner at Mallette Brothers entrance.
5. SW corner Mallette Brothers, fix erosion around valve, cleanout culverts, dig ditch.
6. SE ditch Mallette Brothers clean out ditch and regrade, seed.
7. Restabilize erosion issues on banks, reseed, and clean all the way from Mallette Brothers to Ladnier Rd.
8. Corner at Gautier-Vancleave and Ladnier – Clean out ditch, erosion control mat at ditch banks, smooth out ruts so lawn mower can maintain.
9. Manhole cover at funeral home needs to be placed on correctly.
10. Erosion issue at funeral home off flume, add rip rap and grout
11. Laydown area ditch – clean out sediment, add waddles.
12. Stonegate Culverts clean rock and silt sediment both sides, reseed both sides of ditch. Regrade ditches accordingly.
13. Fix leaning fire hydrant outside Stonegate Subdivision. Check pre-construction photos.
14. Manhole (5) across from Shamrock Road – grout around manhole has multiple horizontal cracks.
15. 2nd entrance Stonegate Cir – patch of asphalt will be redone – saw cut to straighten, mill down, and asphalt.
16. Bemis Rd (across from Air Masters) - ditch erosion off parking lot, sediment cleanout of ditch and re-seed

-
- Review and submit all Project Test Reports
 - Confirm all Material Certifications and Submittals have been submitted
 - Pre-Project and Post-Project video
 - As-Built Drawings (CADD, PDF)
 - Video of Sewer Pipes and Manholes

It is mutually agreed that the project is Substantially Complete as of Sunday July 3, 2022, and the above referenced deficient items listed shall be completed by Tuesday August 15, 2022. Failure to complete these items will terminate the Certificate of Substantial Completion Date and contract time shall be resumed effective August 16, 2022 and continue until the referenced items are satisfactorily completed or an amended Certificate of Substantial Completion is approved.

If you have any questions or concerns, please contact me immediately.

Sincerely,

SEYMOUR ENGINEERING



Matthew Holt

Resident Project Representative/Project Manager

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
August 2, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
